OFFERING CIRCULAR **Dated November 3, 2021**

THIS OFFERING CIRCULAR HAS BEEN PREPARED BY THE ISSUER IN CONNECTION WITH THE ISSUE OF EXEMPT NOTES (INCLUDING ISM NOTES) UNDER THE PROGRAMME WHICH ARE NEITHER TO BE ADMITTED TO TRADING ON A REGULATED MARKET IN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM NOR OFFERED IN THE EUROPEAN ECONOMIC AREA OR THE UNITED KINGDOM IN CIRCUMSTANCES WHERE A PROSPECTUS IS REQUIRED TO BE PUBLISHED UNDER THE FSMA OR THE EU PROSPECTUS REGULATION, AS APPLICABLE (EACH AS DEFINED BELOW).

NEITHER THE ISSUER NOR ANY DEALER HAS AUTHORISED, NOR DO THEY AUTHORISE, THE MAKING OF ANY OFFER OF EXEMPT NOTES (INCLUDING ISM NOTES) IN CIRCUMSTANCES IN WHICH AN OBLIGATION ARISES FOR THE ISSUER OR ANY DEALER TO PUBLISH OR SUPPLEMENT A PROSPECTUS FOR SUCH OFFER.

THIS OFFERING CIRCULAR HAS NOT BEEN REVIEWED OR APPROVED BY THE FINANCIAL CONDUCT AUTHORITY AS COMPETENT AUTHORITY IN THE UNITED KINGDOM, NOR HAS IT BEEN REVIEWED OR APPROVED BY ANY COMPETENT AUTHORITY IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE UK PROSPECTUS REGULATION (AS DEFINED BELOW) OR THE EU PROSPECTUS REGULATION, AS APPLICABLE.

BMO Bank of Montreal

U.S.$20,000,000,000

NOTE ISSUANCE PROGRAMME

On 27 March 1996, Bank of Montreal (the "**Bank**" or the "**Issuer**") entered into a Euro Medium Term Note Programme, now known as a Note Issuance Programme (the "**Programme**"). Any Notes (as defined below) issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions described herein. This Offering Circular does not affect any Notes already in issue. Under the Programme, the Bank may from time to time, subject to compliance with all relevant laws, regulations and directives, issue Notes (the "**Notes**") payable in any currency agreed by the Bank and the relevant Purchaser(s) (as defined below). Under this Offering Circular, the Bank may only issue Notes (the "**Exempt Notes**" which, where the context so admits, includes ISM Notes as defined below) for which no prospectus is required to be published under the Financial Services and Markets Act 2000, as amended (the "**FSMA**") or Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**"). Exempt Notes to be issued under this Offering Circular may comprise (i) unsubordinated Notes which constitute deposit liabilities of the Bank pursuant to the Bank Act (Canada) and will rank pari passu with all present or future deposit liabilities of the Bank (except as otherwise prescribed by law and subject to the exercise of bank resolution powers) and without preference amongst themselves ("**Senior Notes**") that are principal protected and (ii) Senior Notes that are not principal protected (the "**Principal At Risk Notes**"). The Exempt Notes will have maturities as determined from time to time subject, in the case of specific currencies, to all applicable legal, regulatory and central bank requirements. Subject as set out herein, the maximum aggregate nominal amount of all Notes (including Exempt Notes issued under this Offering Circular) from time to time outstanding under the Programme shall not exceed U.S.$20,000,000,000 (or its equivalent in other currencies), calculated as described herein.

The Exempt Notes will be offered on a continuing basis to one or more of the dealers specified herein (each a "**Dealer**" and together the "**Dealers**", which expression shall include any additional dealer appointed by the Bank under the Programme from time to time, either for a specific issue or on an ongoing basis). Exempt Notes may also be issued to third parties other than Dealers. Dealers and such third parties are referred to as "**Purchasers**".

Application has been made to the London Stock Exchange plc (the "London Stock Exchange") for Exempt Notes to be admitted to trading on the International Securities Market of the London Stock Exchange (the "ISM"). The ISM is not a United Kingdom (the "UK") regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of UK domestic law by virtue of the EUWA ("UK MiFIR").

The ISM is a market designated for professional investors. Exempt Notes which are designated in the relevant Pricing Supplement as being admitted to trading on the ISM (the "ISM Notes") are not admitted to the Official List of the Financial Conduct Authority (the "FCA"). London Stock Exchange has not approved or verified the contents of the Admission Particulars.

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

An indication as to whether or not the Notes are admitted to the trading on the ISM and notice of the aggregate nominal amount of Exempt Notes, interest (if any) payable in respect of the issue price of Exempt Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined below) of Exempt Notes will be set out in a pricing supplement (the "**Pricing Supplement**") copies of which will be available for viewing by holders of such Exempt Notes during normal business hours at the specified office of the Bank set out herein.

No prospectus is required to be published under (the EU Prospectus Regulation and FSMA in respect of Exempt Notes (including the ISM Notes). This Offering Circular does not constitute a base prospectus for the purposes of a listing or an admission to trading on any market in the UK or the EEA which has been designated as a regulated market for the purposes of UK MiFIR, in the case of the UK, or the Markets in Financial Instruments Directive (Directive 2014/65/EU), in the case of the EEA. **This document will constitute an Admissions Particulars for the purposes of the ISM Rulebook (as amended from time to time) ("Admission Particulars").**

This Offering Circular (including any documents incorporated by reference) and copies of Pricing Supplements for the ISM Notes, (i) can be viewed on the website of the National Storage Mechanism at *https://data.fca.org.uk/#/nsm/nationalstoragemechanism* under "Bank of Montreal" and (ii) will be available at the specified office of the Agent (as defined herein) and for collection free of charge from the head office of the Bank in Toronto, Canada.

The Programme provides that (where permitted) Exempt Notes (including the ISM Notes) may be listed or admitted to trading, as the case may be, on such stock exchange(s) or market(s) as may be agreed upon by the Bank and the relevant Purchaser(s) in relation to such issue. The Bank may also issue unlisted Exempt Notes and/or Exempt Notes not admitted to trading on any market.

The credit ratings of the Programme referred to on page ix of this Offering Circular have been assigned by Moody's Canada Inc. ("**Moody's Canada**"), S&P Global Ratings, acting through S&P Global Ratings Canada, a business unit of S&P Global Canada Corp. ("**S&P Canada**") and Fitch Ratings, Inc. ("**Fitch**"). The credit ratings of the Bank's debt referred to on page 263 of this Offering Circular have been assigned by Moody's Investors Service, Inc. ("**Moody's USA**"), Standard & Poor's Financial Services LLC ("**S&P USA**"), DBRS Limited ("**DBRS**") and Fitch. None of these rating entities are established in the European Union (the "**EU**") or in the United Kingdom ("**UK**") or registered under Regulation (EC) No 1060/2009, as amended (the "**EEA CRA Regulation**") or, in relation to the UK, such regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). See "Important Notices – Credit Rating Agencies".

Unless otherwise specified in the applicable Pricing Supplement, the Bank will issue Exempt Notes (including the ISM Notes) that evidence deposit liabilities under the Bank Act (Canada) whose Branch of Account for purposes of the Bank Act (Canada) is the main branch in Toronto. The Bank may also issue such instruments whose Branch of Account for Bank Act (Canada) purposes is the London branch, if specified in the applicable Pricing Supplement. Irrespective of any specified Branch of Account, the Bank is (a) the legal entity that is the issuer of the Exempt Notes and (b) the legal entity obligated to repay the Exempt Notes. The Bank is the only legal entity that will issue Exempt Notes pursuant to the Programme. The determination by the Bank of the Branch of Account for Notes will be based on various considerations, including those relating to (i) the market or jurisdiction into which the Exempt Notes are being issued, based on factors including investors' preferences in a specific market or jurisdiction, (ii) specific regulatory requirements, such as a regulator requiring that a branch increase its liquidity through locally sourced funding, or (iii) tax implications that would affect the Bank or investors, such as the imposition of a new tax if an alternative branch was used. A branch of the Bank is not a subsidiary of the Bank or a separate legal entity from the Bank.

Senior Notes that are Bail-inable Notes (as defined below) are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the Canada Deposit Insurance Corporation Act (the "CDIC Act") and to variation or extinguishment in consequence and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Senior Notes. See "Risk Factors – Risks relating to the Notes - Risks applicable to Bail-inable Notes" and Condition 3(b) of the "Terms and Conditions of the Exempt Notes". The applicable Pricing Supplement will indicate whether the Senior Notes are Bail-inable Notes. Senior Notes are also potentially subject to resolution powers of authorities outside of Canada in exceptional circumstances. See "Risk Factors - UK resolution risks applicable to the Exempt Notes" and "Risk Factors - Risks related to the Exempt Notes generally – Exempt Notes may be subject to write-off, write down or conversion under the resolution powers of authorities outside of Canada".

See "Risk Factors" for a discussion of certain risks that should be considered in connection with an investment in Exempt Notes which may be offered under the Programme.

Unless the applicable Pricing Supplement otherwise provides, each Tranche of Exempt Notes will initially be represented by a temporary global Note which will be deposited on the issue date thereof with (i) if the temporary global Note is intended to be issued in new global note ("**NGN**") form as specified in the applicable Pricing Supplement, a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**") and (ii) if the temporary global Note is intended to be issued in classic global note ("**CGN**") form as specified in the applicable Pricing Supplement, a common depositary on behalf of Euroclear and Clearstream, Luxembourg and/or such other clearing system as otherwise agreed, as further described in "Issue Procedures" herein. Beneficial interests in a temporary global Note will be exchangeable for beneficial interests in a permanent global Note on or after the date falling not earlier than 40 days after the relevant issue date upon appropriate certification of beneficial ownership as described herein. Notwithstanding the foregoing, each Series of Senior Notes having an original maturity of one year or less will initially be represented by one or more permanent global Notes deposited as aforesaid.

Exempt Notes will be issued in bearer form and, depending on their specified currency and whether the Exempt Notes are Senior Notes or Principal At Risk Notes, will be accepted for clearance through one or more clearing systems, as specified in the applicable Pricing Supplement. These systems may include, in the case of Exempt Notes issued in Europe, Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system.

Unless otherwise specified in the applicable Pricing Supplement, beneficial interests in a permanent global Note will be exchangeable for security-printed Definitive Notes only in limited circumstances. See "Terms and Conditions of the Exempt Notes — Definitive Notes".

Arranger and Dealer

BMO CAPITAL MARKETS

ANY THIRD PARTY PURCHASER MAY PURCHASE NOTES DIRECTLY FROM THE ISSUER

NOTICE REGARDING OFFERS IN THE EEA AND THE UK

This Offering Circular has been prepared on the basis that any offer of Exempt Notes in any Member State of the European Economic Area ("**EEA**") or in the UK will be made pursuant to an exemption under the EU Prospectus Regulation or the FSMA (as the case may be) from the requirement to publish a prospectus for offers of Exempt Notes. Accordingly, any person making or intending to make an offer in a Member State of the EEA or the UK of Exempt Notes which are the subject of an offering contemplated in this Offering Circular as completed by a Pricing Supplement in relation to the offer of those Exempt Notes may only do so in circumstances in which no obligation arises for the Bank or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or section 85 of the FSMA (as the case may be), or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation or Article 23 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**") (as the case may be), in each case, in relation to such offer. Neither the Bank nor the Dealers have authorised, nor do they authorise, the making of any offer of Exempt Notes in circumstances in which an obligation arises for the Bank or the Dealers to publish or supplement a prospectus for such offer.

IMPORTANT NOTICES

References to Offering Circular herein include the Admission Particulars unless the context otherwise requires. This document supersedes the offering circular of the Bank dated July 16, 2020, except that Exempt Notes issued on or after the date of this document which are to be consolidated and form a single series with Exempt Notes issued prior to the date of this document will be subject to the Terms and Conditions of the Exempt Notes applicable on the date of issue for the first tranche of Exempt Notes of such series. Those Terms and Conditions are incorporated by reference in, and form part of, this document.

Subject as provided in the applicable Pricing Supplement, the only persons authorised to use this Offering Circular in connection with an offer of Exempt Notes are the persons named in the applicable Pricing Supplement as the relevant Dealer.

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

The Bank accepts responsibility for the information contained in this Offering Circular and any applicable Pricing Supplement. To the best of the knowledge of the Bank, the information contained in this Offering Circular is in accordance with the facts and this Offering Circular makes no omission likely to affect its import.

This Offering Circular is to be read in conjunction with any supplements hereto prepared from time to time and with all documents which are incorporated herein or therein by reference (see "Documents Incorporated by Reference") and, in relation to the final terms of any particular Tranche of Exempt Notes, the applicable Pricing Supplement. This Offering Circular shall be read and construed on the basis that such documents are so incorporated and form part of this Offering Circular.

No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the information contained in this Offering Circular or any other information provided by the Bank in connection with the Exempt Notes. The Dealers accept no liability in relation to the information contained in this Offering Circular or any other information provided by the Bank in connection with this Offering Circular or the Exempt Notes.

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

Neither this Offering Circular, nor any information incorporated herein by reference nor any other information supplied in connection with the Programme or the Exempt Notes is intended to provide the basis of any credit or other evaluation and should not be considered as recommendations by the Bank or any of the Dealers that any recipient of this Offering Circular, or any information incorporated herein by reference or any other information supplied in connection with this Offering Circular or the Exempt Notes, should purchase any of the Exempt Notes nor are they intended to provide the basis of any credit or other evaluation. Each investor contemplating purchasing any of the Exempt Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Bank. Neither this Offering Circular, nor any information incorporated herein by reference nor any other information supplied in connection with this Offering Circular or the Exempt Notes constitutes an offer or invitation by or on behalf of the Bank or any of the Dealers to any person to purchase any of the Exempt Notes.

None of the Bank, the Arranger or the Dealers accept any responsibility for any third party social, environmental and sustainability assessment of any Exempt Notes issued as Sustainable Bonds or similar labels or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable" or similar labels. None of the Bank, the Arranger or the Dealers are responsible for the use of proceeds for any Exempt Notes issued as Sustainable Bonds nor the impact or monitoring of such use of proceeds. No representation or assurance is given by the Bank, the Arranger or the Dealers as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Exempt Notes issued as Sustainable Bonds or in respect of any sustainability framework made available by the Bank, nor is any such opinion or certification a recommendation by the Arranger or any Dealer to buy, sell or hold any such Exempt Notes. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainable" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Bank, the Arranger or the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Exempt Notes. Investors should refer to any opinion, certification of any third party or any Sustainable Financing Framework which the Bank may make available in respect of the application of the proceeds of any issue of Sustainable Bonds for further information – see the section entitled “Sustainable Bond Framework” for further information.

The delivery of this Offering Circular does not at any time imply that the information contained herein concerning the Bank is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or the Exempt Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Bank during the life of the Programme. Each recipient of this Offering Circular or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Bank.

This Offering Circular may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution of this Offering Circular and any Pricing Supplement and the offer or sale of the Exempt Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Offering Circular, any Exempt Notes or any offering material come must inform themselves about, and observe, any such restrictions. This Offering Circular does not constitute, and may not be used for or in connection with, an offer to any person to whom it is unlawful to make such an offer or a solicitation by anyone not authorised so to act. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of the Exempt Notes in Canada, the United States, the EEA (including Belgium, France, the Republic of Italy and The Netherlands), the UK, Hong Kong, Japan, Singapore, Switzerland, the People’s Republic of China and Taiwan. The Exempt Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) and include Exempt Notes in bearer form that are subject to United States tax law requirements. Subject to certain exceptions, Exempt Notes may not be offered, sold or delivered within the United States or to United States persons (see “Subscription and Sale”). The Bank and the Dealers do not represent that this document may be lawfully distributed, or that Exempt 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 Bank, the Arrangers or any Dealer that would permit a public offering of the Exempt Notes or distribution of the Offering Circular in a jurisdiction where action for that purpose is required. Accordingly, the Exempt Notes may not be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisements or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. If a jurisdiction requires that the offering be made by a licensed broker or dealer and a Dealer, or any parent company or affiliate of such Dealer is a licensed broker or dealer in that

jurisdiction, the offering shall be deemed to be made by such Dealer, or such parent company or affiliate on behalf of the Bank in such jurisdiction.

The Bank may distribute Exempt Notes through Bank of Montreal, London Branch or sell the Exempt Notes to one or more of the other Purchasers. Bank of Montreal, London Branch is the London branch of Bank of Montreal. The Bank is a related and connected issuer of Bank of Montreal, London Branch under applicable Canadian securities legislation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET

The Pricing Supplement may include a legend entitled "MIFID II PRODUCT GOVERNANCE / TARGET MARKET" which will outline the target market assessment in respect of the Exempt Notes and which channels for distribution of the Exempt Notes are appropriate. Any person subsequently offering, selling or recommending the Exempt Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "MiFID II") is responsible for undertaking its own target market assessment in respect of the Exempt Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under Commission Delegated Directive (EU) 2017/593 (the "MiFID Product Governance Rules"), any Dealer subscribing for any Exempt Notes is a manufacturer in respect of such Exempt 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 Pricing Supplement may include a legend entitled "UK MIFIR PRODUCT GOVERNANCE" which will outline the target market assessment in respect of the Exempt Notes and which channels for distribution of the Exempt Notes are appropriate. Any person subsequently offering, selling or recommending the Exempt Notes (a "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 Exempt 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.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

If the applicable Pricing Supplement includes a legend entitled "PROHIBITION OF SALES TO EEA RETAIL INVESTORS", the Exempt 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. 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; (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Exempt Notes or otherwise making

them available to retail investors in the EEA has been prepared and therefore offering or selling the Exempt Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

If the applicable Pricing Supplement includes a legend entitled "PROHIBITION OF SALES TO UK RETAIL INVESTORS", the Exempt 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 UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the UK Financial Services and Markets Act 2000 (as amended, 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 UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. Consequently, no key information document required by the PRIIPs Regulation as it forms part of UK domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Exempt Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Exempt Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE "SFA")

Unless otherwise stated in the Pricing Supplement and in each such case notified to the Dealers prior to any offer of Notes, all Exempt Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

THE PURCHASE OF EXEMPT NOTES MAY INVOLVE SUBSTANTIAL RISKS AND MAY BE SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN THE EXEMPT NOTES. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY, IN LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES, (I) ALL THE INFORMATION SET FORTH IN THIS OFFERING CIRCULAR AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW AND IN THE RISK FACTORS AND (II) ALL THE INFORMATION SET FORTH IN THE APPLICABLE PRICING SUPPLEMENT. PROSPECTIVE INVESTORS SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM NECESSARY, INCLUDING (WITHOUT LIMITATION) WITH THEIR OWN FINANCIAL, TAX AND LEGAL ADVISERS, WITHOUT RELYING ON THE BANK OR ANY DEALER.

The Exempt Notes may not be suitable for all investors. Each potential investor in the Exempt Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential

investor, either on its own or with the help of its financial or other professional advisers, should consider whether it:

(a) has sufficient knowledge and experience to make a meaningful evaluation of the Exempt Notes, the merits and risks of investing in the relevant Exempt Notes and the information contained or incorporated by reference in this Offering Circular and any applicable Pricing Supplement;

(b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Exempt Notes and the impact such investment will have on its overall investment portfolio;

(c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Exempt Notes, including Exempt Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency or Bail-inable Notes which will be converted (in whole or in part) into Common Shares of the Bank or an affiliate upon a Bail-in Conversion (as defined in Condition 3(b));

(d) understands thoroughly the terms of the relevant Exempt Notes and is familiar with the behaviour of any relevant indices and financial markets; and

(e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

In addition, an investment in Index Linked Notes, Credit-Linked Notes or other Exempt Notes linked to one or more reference item(s), may entail significant risks not associated with investments in a conventional debt security issued by a financial institution, including but not limited to, the risks set out in "Risks related to the structure of a particular issue of Exempt Notes" set out under "Risk Factors".

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

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Exempt Notes are legal investments for it, (2) Exempt Notes can be used as collateral for various types of borrowing, (3) Exempt Notes can be used as repo-eligible securities, and (4) other restrictions apply to its purchase or pledge of any Exempt Notes. Financial institutions should also consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Exempt Notes under any applicable risk-based capital guidelines or similar rules.

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 Offering Circular refers does not form part of this Offering Circular.

In this Offering Circular, references to "**Cdn.$**" and "**$**" are to Canadian dollars, references to "**U.S.$**" and "**U.S. dollars**" are to United States dollars, references to "**euro**" and "**EUR**" are to the currency of the member states that adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended, references to "**£**" and "**sterling**" are to UK pounds sterling, references to "**yen**" are to Japanese

yen and references to "**CNY**", "**RMB**" and "**Renminbi**" are to the lawful currency of the People's Republic of China ("**PRC**" or "**China**") which, for the purposes of this Offering Circular, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan. References herein to the "**European Economic Area**" or "**EEA**" are to the Member States of the EU together with Iceland, Norway and Liechtenstein.

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

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

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF EXEMPT NOTES, THE DEALER OR DEALERS (IF ANY) ACTING AS STABILISATION MANAGER(S) (THE "STABILISATION MANAGER(S)") (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) MAY OVER-ALLOT EXEMPT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE EXEMPT NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF EXEMPT 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 EXEMPT NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF EXEMPT NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF THE RELEVANT STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

CREDIT RATING AGENCIES

Senior Notes issued under the Programme are generally rated Aa2/P-1 and A2 (Bail-inable Notes) by Moody's Canada, A+/A-1 and A- (Bail-inable Notes) by S&P Canada, and AA/F1+ and AA- (Bail-inable Notes) by Fitch. A Series (as defined herein) of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Programme. **The rating of the Notes is not a recommendation to purchase, hold or sell the Notes, and may be subject to suspension, reduction, revision or withdrawal at any time by the assigning rating agencies. There is no assurance that the rating of the Notes will remain for any given period of time or that the rating will not be lowered or withdrawn by the rating agencies if in their judgment circumstances so warrant.** Investors are cautioned to evaluate each rating independently of any other rating.

The rating of certain Series of Exempt Notes to be issued under the Programme may be specified in the applicable Pricing Supplement. In general, European regulated investors are restricted under the EEA CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the EEA CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non-EU credit rating agency is certified in accordance with the EEA CRA Regulation (and such endorsement, action or certification, as the case may be, has not been withdrawn or suspended). In addition, UK regulated investors are, in general, restricted under the UK CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency

established in the UK and registered under the UK CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-UK credit rating agencies, unless the relevant credit ratings are endorsed by a UK credit rating agency or the relevant non-UK registered credit rating agency is certified in accordance with the UK CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

In addition to the Programme ratings provided by Moody's Canada, S&P Canada and Fitch, each of Moody's USA, S&P USA, DBRS and Fitch has provided issuer ratings for the Bank as specified under "Bank of Montreal – Issuer Ratings".

None of Moody's Canada, Moody's USA, S&P Canada, S&P USA, Fitch or DBRS is established in the EU or in the UK or registered under either the EEA CRA Regulation or the UK CRA Regulation. However, Moody's Deutschland GmbH, S&P Global Ratings Europe Limited, DBRS Ratings GmbH and Fitch Ratings Ireland Limited, which are established and registered in the EU, have endorsed the ratings of Moody's Canada, Moody's USA, S&P Canada, S&P USA, Fitch and DBRS, respectively, for purposes of the EEA CRA Regulation. Moody's Investors Service Limited, S&P Global Ratings UK Limited, Fitch Ratings Limited and DBRS Ratings Limited, which are established and registered in the UK, have endorsed the same ratings for purposes of the UK CRA Regulation.

The European Securities and Market Association ("**ESMA**") is obliged to maintain on its website a list of credit rating agencies registered in accordance with the EEA CRA Regulation. This list must be updated within 5 working days of ESMA's adoption of any decision to withdraw the registration of a credit rating agency under the EEA CRA Regulation. ESMA's website address is http://www.esma.europe.eu/page/List-registered-and-certified-CRAs. The list of registered and certified rating agencies published by ESMA on its website in accordance with the EEA 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.

The FCA is obliged to maintain on its website a list of credit rating agencies registered in accordance with the UK CRA Regulation. The FCA's website address is https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras. The information contained on this website does not form part of the Offering Circular.

In accordance with Article 4.1 of the EEA CRA Regulation and UK CRA Regulation, please note that the following documents (as defined in the section entitled "Documents Incorporated by Reference") incorporated by reference in this Offering Circular contain references to credit ratings:

(a) 2020 MD&A (as defined below) (page 103);

(b) 2020 AIF (as defined below) (page 11 and II-1 to II-2); and

(c) Third Quarter 2021 MD&A (as defined below) (page 38).

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

The Bank's public communications often include written or oral forward-looking statements. Statements of this type are included in this Offering Circular and in the documents incorporated by reference, and may be included in other filings with Canadian securities regulators or the United States Securities and Exchange Commission, or in other communications. All such statements are made pursuant to the "safe harbor" provisions of, and are intended to be forward-looking statements under, the United States Private Securities Litigation Reform Act of 1995 and any applicable Canadian securities legislation. The forward-looking statements in this Offering Circular and in the documents incorporated by reference may include, but are not limited to, statements with respect to the Bank's objectives and priorities for fiscal 2021 and beyond, its strategies or future actions, its targets, expectations for the Bank's financial condition or share price, the regulatory environment in which the Bank operates and the results of or outlook for its operations or for the Canadian, United States and international economies, the expected impact of the COVID-19 pandemic on the Bank's business, operations, earnings, results and financial performance and condition, as well as its impact on the Bank's customers, competitors, reputation and trading exposures, and include statements of the Bank's management. Forward-looking statements are typically identified by words such as "will", "would", "should", "believe", "expect", "anticipate", "project", "intend", "estimate", "plan", "goal", "target", "may" and "could".

By their nature, forward-looking statements require the Bank to make assumptions and are subject to inherent risks and uncertainties, both general and specific in nature. There is significant risk that predictions, forecasts, conclusions or projections will not prove to be accurate, that the Bank's assumptions may not be correct, and that actual results may differ materially from such predictions, forecasts, conclusions or projections. The uncertainty created by the COVID-19 pandemic has heightened this risk given the increased challenge in making assumptions, predictions, forecasts, conclusions or projections. The Bank cautions readers of this Offering Circular and in the documents incorporated by reference not to place undue reliance on these forward-looking statements as a number of factors – many of which are beyond the Bank's control and the effects of which can be difficult to predict - could cause actual future results, conditions, actions or events to differ materially from the targets, expectations, estimates or intentions expressed in the forward-looking statements.

The future outcomes that relate to forward-looking statements may be influenced by many factors, including but not limited to: the severity, duration and spread of the COVID-19 pandemic, its impact on local, national or international economies and its heightening of certain risks that may affect the Bank's future results; the possible impact on the Bank's business and operations of outbreaks of disease or illness that affect local, national or international economies; general economic and market conditions in the countries in which the Bank operates; information, privacy and cyber security, including the threat of data breaches, hacking, identity theft and corporate espionage, as well as the possibility of denial of service resulting from efforts targeted at causing system failure and service disruption; changes in monetary, fiscal or economic policy, and tax legislation and interpretation; interest rate and currency value fluctuations, as well as benchmark interest rate reforms; technological changes and technology resiliency; political conditions, including changes relating to or affecting economic or trade matters; the Canadian housing market and consumer leverage; climate change and other environmental and social risks; weak, volatile or illiquid capital or credit markets; the level of competition in the geographic and business areas in which the Bank operates; changes in laws or in supervisory expectations or requirements, including capital, interest rate and liquidity requirements and guidance, and the effect of such changes on funding costs; judicial or regulatory proceedings; the accuracy and completeness of the information the Bank obtains with respect to its customers and counterparties; failure of third parties to comply with their obligations to the Bank; the Bank's ability to execute its strategic plans and to complete proposed acquisitions or dispositions, including obtaining regulatory approvals; critical accounting estimates and the effect of changes to accounting standards, rules and interpretations on these estimates; operational and infrastructure risks, including with respect to reliance on third parties; changes to

the Bank's credit ratings; global capital markets activities; the possible effects on the Bank's business of war or terrorist activities; natural disasters and disruptions to public infrastructure, such as transportation, communications, power or water supply; and the Bank's ability to anticipate and effectively manage risks arising from all of the foregoing factors. The Bank cautions that the foregoing list is not exhaustive of all possible factors. Other factors and risks could adversely affect its results. For more information, please see the Risk Factors starting on page 13 hereof and the discussion in the "Risks That May Affect Future Results" section , and the sections related to credit and counterparty, market, insurance, liquidity and funding, operational, legal and regulatory, strategic, environmental and social, and reputation risk, in the "Enterprise-Wide Risk Management" section that starts on page 73 of the 2020 MD&A incorporated herein by reference, and the "Risk Management" section that starts on page 34 of the Third Quarter 2021 MD&A incorporated herein by reference, all of which outline certain key factors and risks that may affect the Bank's future results. Investors and others should carefully consider these factors and risks, as well as other uncertainties and potential events, and the inherent uncertainty of forward-looking statements. The Bank does not undertake to update any forward-looking statements, whether written or oral, that may be made from time to time by the organization or on its behalf, except as required by law. The forward-looking information contained in this Offering Circular or incorporated by reference in this Offering Circular is presented for the purpose of assisting the potential Noteholders in understanding the Bank's financial position as at and for the periods ended on the dates presented, as well as the Bank's strategic priorities and objectives, and may not be appropriate for other purposes.

Material economic assumptions underlying the forward-looking statements contained in this Offering Circular or incorporated by reference in this Offering Circular are set out in the "Economic Developments and Outlook" section on page 18 of the 2020 MD&A incorporated herein by reference, as updated by the "Economic Review and Outlook" section set forth in the Third Quarter 2021 MD&A incorporated herein by reference, as well as the "Allowance for Credit Losses" section on page 114 of the 2020 MD&A incorporated herein by reference and the "Allowance for Credit Losses" set out in the Third Quarter 2021 MD&A incorporated herein by reference. Assumptions about the performance of the Canadian and United States economies, as well as overall market conditions and their combined effect on the Bank's business, are material factors it considers when determining its strategic priorities, objectives and expectations for its business. In determining the Bank's expectations for economic growth, the Bank primarily considers historical economic data, past relationships between economic and financial variables, changes in government policies, and the risks to the domestic and global economy. See the "Economic Review and Outlook" and "Allowance for Credit Losses" sections of the Third Quarter 2021 MD&A incorporated herein by reference.

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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 Offering Circular and, in relation to the terms and conditions of any particular Tranche of Exempt Notes, the applicable Pricing Supplement. Words and expressions not otherwise defined in this section shall have the same meaning ascribed thereto in "Issue Procedures" and "Terms and Conditions of the Exempt Notes".

Words and expressions defined in the "Terms and Conditions of the Exempt Notes" below shall have the same meanings in this overview.

Issuer:	Bank of Montreal (the "**Bank**").
Issuer Legal Entity Identifiers (LEI):	NQQ6HPCNCCU6TUTQYE16
Description:	Senior Notes and Principal At Risk Notes to be continuously offered pursuant to a Note Issuance Programme.
Arranger:	Bank of Montreal, London Branch
Dealers:	Bank of Montreal, London Branch BMO Capital Markets Limited and any additional Dealer appointed from time to time by the Bank in accordance with the Programme Agreement either generally in respect of the Programme or in relation to a particular Tranche of Exempt Notes. Exempt Notes may also be sold directly to third parties other than Dealers on the basis of enquiries made by such third parties to the Bank (see "*Subscription and Sale*"). The name(s) of the Purchaser(s) for each Tranche of Exempt Notes will be stated in the applicable Pricing Supplement.
Regulations and Guidelines:	Exempt Notes shall be issued in compliance with applicable regulations and guidelines from time to time (see "*Subscription and Sale*"). In connection with the issue of Exempt Notes denominated or payable in Japanese yen ("**Yen Notes**"), the Bank will comply with all applicable laws, regulations and guidelines of the relevant Japanese governmental and regulatory authorities in effect at the relevant time. The Bank or its designated agent shall submit reports or information as may be required from time to time by such laws, regulations and guidelines. Each Purchaser will be required to provide to the Bank any necessary information relating to Yen Notes (which shall not include the names of clients) so that the Bank may make any required reports to the Minister of Finance of Japan either through itself or through its designated agent. The Bank will, in relation to Exempt Notes (including Exempt Notes denominated in sterling) the proceeds of which are to be accepted by the Bank in the UK, comply with all applicable laws, regulations and

guidelines from time to time of UK authorities and relevant in the context of the issue of such Exempt Notes. The Bank is an authorised institution pursuant to the Financial Services and Markets Act 2000 (Transitional Provision) (Authorised Persons) Order 2001.

Issuing and Principal Paying Agent: HSBC Bank plc

Paying Agent: Banque Internationale à Luxembourg, société anonyme

Programme Amount: The maximum aggregate nominal amount of all Notes (including Exempt Notes) from time to time outstanding under the Programme (including Senior Notes and Principal At Risk Notes) will not exceed U.S.$20,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement). The Bank will have the option at any time to increase the amount of the Programme, subject to prior notice to the Dealers and delivery of specified documentation.

Method of Distribution: Exempt Notes may be distributed by way of private placement or (subject to any applicable selling restrictions) UK Prospectus Regulation or EU Prospectus Regulation exempt public offering and in each case on a syndicated or non-syndicated basis. The method of distribution of each Tranche of Exempt Notes will be stated in the applicable Pricing Supplement.

Exempt Notes will be issued on a continuous basis in series (each a "**Series**"). The Exempt Notes comprising each Series will have one or more issue dates, the same maturity date and will bear interest (if any) on the same basis and at the same rate (except in respect of the first payment of interest) and on terms otherwise identical. The Exempt Notes of each Series are intended to be interchangeable with all other Exempt Notes of that Series. The Exempt Notes of any Series with the same issue date and interest commencement date will comprise a tranche (a "**Tranche**"). A Pricing Supplement will be published in respect of each Tranche.

The Bank does not intend to re-open a Series of Senior Notes where such re-opening would have the effect of making the relevant Senior Notes subject to Bail-in Conversion.

Specified Currencies: Subject to any applicable legal or regulatory restrictions, Exempt Notes may be denominated or payable in any currency or currencies as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement) including, without limitation, Australian dollars, Canadian dollars, Czech koruna, Danish kroner, euro, Hong Kong dollars, Japanese yen, Norwegian kroner, New Zealand dollars, South African rand, sterling, Swedish kronor, Swiss francs, U.S. dollars and Renminbi.

If the Exempt Notes are payable in a currency other than euro or Renminbi and such currency is unavailable on the foreign exchange

markets due to circumstances beyond its control, the Bank will be entitled to satisfy its obligations in respect of such payment by making payment in Euro on the basis of the spot exchange rate.

If the Exempt Notes are payable in Renminbi and the Bank cannot obtain Renminbi to satisfy its obligations on the Exempt Notes as a result of Inconvertibility, Non-transferability or Illiquidity (as defined in Condition 6(h)), the Bank shall be entitled to settle such payment in U.S. dollars.

Redenomination: The applicable Pricing Supplement may provide that certain Exempt Notes may be redenominated into euro. The relevant provisions applicable to such redenomination will be annexed to the applicable Pricing Supplement.

Maturities: Exempt Notes may have any maturity as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement) subject, in the case of specific currencies, to all applicable legal, regulatory and central bank requirements.

Issue Price: Exempt Notes may be issued at par or at a discount to, or premium over, par and may be issued on a fully paid or a partly paid basis.

Issue Procedures: Exempt Notes will be issued in bearer form. Unless otherwise specified in the applicable Pricing Supplement, each Tranche of Exempt Notes will initially be represented by one or more temporary global Notes which (i) if in NGN form, will be deposited on the relevant Issue Date with a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg or (ii) if in CGN form, will be deposited on the relevant Issue Date with a depositary or a common depositary outside the United States on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other agreed clearing system. Beneficial interests in a temporary global Note will be exchangeable for beneficial interests in a permanent global Note on or after the date falling not earlier than 40 days after the relevant issue date following certification of non-United States beneficial ownership. Notwithstanding the foregoing, each Tranche of Senior Notes having an original maturity of one year or less will initially be represented by one or more permanent global Notes deposited as aforesaid. Beneficial interests in a global Note will be credited to the securities clearance accounts of the owners of such beneficial interests with the relevant clearing system.

Unless otherwise specified in the applicable Pricing Supplement, beneficial interests in a permanent global Note will be exchangeable for security-printed Definitive Notes only in the limited circumstances described in Condition 2 (see “Terms and Conditions of the Exempt Notes — Definitive Notes”).

Owners of beneficial interests in temporary global Notes and permanent global Notes will not be considered holders thereof for purposes of payment of principal and interest on such Exempt Notes (except in the

limited circumstances described under "Issue Procedures") and for the purposes of Condition 9.

Fixed Rate Notes: Interest on Fixed Rate Notes will be payable in arrear on such date or dates as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement) and on redemption.

Interest in respect of Fixed Rate Notes will either be fixed amounts or be calculated on the basis of such Day Count Fraction (as defined in Condition 4(a) of the Terms and Conditions of the Exempt Notes) as may be agreed upon by the Bank and the relevant Purchaser(s) as indicated in the applicable Pricing Supplement.

Fixed Rate Reset Notes: Fixed Rate Reset Notes will bear interest calculated by reference to a fixed rate of interest for an initial period and thereafter by reference to a fixed rate of interest recalculated on certain dates and by reference to a mid-market swap rate, a benchmark gilt rate or a reference bond rate, as adjusted for any applicable margin, in each case as may be specified in the applicable Pricing Supplement, such interest being payable in arrear on the date(s) in each year specified in the applicable Pricing Supplement.

Fixed Rate Step-Up Notes: Fixed Rate Step-Up Notes will pay interest at a fixed rate of interest, which increase periodically during the life of the Exempt Notes.

Floating Rate Notes: Floating Rate Notes will bear interest at (i) a rate calculated on the same basis as the floating amounts under a notional interest rate swap transaction governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Exempt Notes of the relevant Series), or (ii) on the basis of a reference rate (being either EURIBOR, CDOR, CNH HIBOR, HIBOR, SONIA, €STR or CMS Rate) appearing on the agreed screen page of a commercial quotation service or on such other basis as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement).

Range Accrual Notes: Range Accrual Notes will pay interest in respect of each Interest Period equal to the product of (i) either (a) a specified fixed rate or (b) a floating rate or a spread rate plus or minus a margin, as the case may be, and (ii) a relevant fraction, calculated as set out in the Conditions.

Index Linked Notes: Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Index Linked Interest Notes and Index Linked Redemption Amount Notes (collectively, "**Index Linked Notes**" and individually, an "**Index Linked Note**") will be calculated by reference to such index and/or formula (which index or formula may, without limitation, refer to one or more equity or other securities or financial instruments, units or other securities of one or more companies or publicly or privately offered investment funds or portfolios, statistical measures of economic or financial performance, the price or value of any

	commodity or other asset, or any combination of the foregoing) as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement).
Other provisions in relation to Floating Rate Notes, Range Accrual and Index Linked Interest Notes:	Floating Rate Notes, Range Accrual Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both. Interest on Floating Rate Notes and Index Linked Interest Notes will be payable in arrear on the last day of each Interest Period as selected prior to issue by the Bank and the relevant Purchaser(s) and will be calculated on the basis of such Day Count Fraction (as defined in Condition 4(c) of the Terms and Conditions of the Exempt Notes) as may be agreed upon by the Bank and the relevant Purchaser(s) as indicated in the applicable Pricing Supplement.
Dual Currency Notes:	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies and based on such rates of exchange as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement).
Interest Payment Date(s) or Interest Period(s):	Exempt Notes will have such interest payment date(s) or period(s) as may be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement).
Benchmark Discontinuation:	On the occurrence of a Benchmark Event the Bank may (subject to certain conditions and following consultation with an Independent Adviser (if any) (as defined in "*Terms and Conditions of the Exempt Notes*")) determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments (and if the Bank is unable to appoint an Independent Adviser or unable to make the relevant determination in consultation with an Independent Adviser, determined by the Bank itself) in accordance with Condition 4(n).
Zero Coupon Notes:	Zero Coupon Notes may be issued at their nominal amount or at a discount to their nominal amount and will not bear interest other than in relation to interest due after the Maturity Date. In the case of early redemption of Zero Coupon Notes, the Early Redemption Amount shall be determined either on the basis of compounding of the Accrual Yield or without any compounding of the Accrual Yield, as specified in the applicable Pricing Supplement.
Other Notes:	Terms applicable to Partly Paid Notes, Instalment Notes and any other type of Exempt Note to be issued by the Bank will be agreed upon by the Bank and the relevant Purchaser(s) (as specified in the applicable Pricing Supplement).
Redemption and Purchase:	Except as provided in the immediately following sections, for taxation reasons, following an Event of Default, or, only if specified in the applicable Pricing Supplement, for TLAC Disqualification Event, Illegality, Disruption Event or Administrator/Benchmark Event (each as

defined below), Exempt Notes will not generally be redeemable prior to their stated maturity. Bail-inable Notes will continue to be subject to Bail-in Conversion (as defined below) prior to their repayment in full.

The applicable Pricing Supplement relating to each Series of Exempt Notes will indicate whether the Exempt Notes may be redeemed prior to their stated maturity at the option of the Bank ("**Bank Call Option**") and/or the Noteholders ("**Noteholder Put Option**") on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as may be agreed upon by the Bank and the relevant Purchaser(s); provided that, where a redemption of Bail-inable Notes by the Bank would lead to a breach of the Bank's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent of Financial Institutions (Canada) (the "**Superintendent**"). A Noteholder Put Option is not applicable to Bail-inable Notes.

In addition, Exempt Notes denominated in certain currencies may not be redeemed or purchased prior to any minimum time as may be required from time to time by the relevant monetary authority. Exempt Notes issued on terms that they must be redeemed before their first anniversary may be subject to restrictions on their denomination and distribution. See "*Maturities*" above.

Bail-inable Notes will continue to be subject to a Bail-in Conversion prior to their repayment in full.

Early Redemption for Illegality:

If so specified in the applicable Pricing Supplement, in the event that the Bank determines in good faith that (i) the performance of its obligations under the Range Accrual Notes or (ii) any arrangements made to hedge under the Range Accrual Notes have or will become illegal, the Bank shall have the right to redeem the Range Accrual Notes at their Early Redemption Amount; provided that, where a redemption of Bail-inable Notes by the Bank would lead to a breach of the Bank's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

Early Redemption for Disruption Event:

If so specified the applicable Pricing Supplement, in the event of a Disruption Event, the Bank may redeem all, but not some only, of the Exempt Notes, each Exempt Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption. In respect of Bail-inable Notes, where the redemption would lead to a breach of the Bank's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

Early Redemption for Administrator/Benchmark Event:

If so specified in the applicable Pricing Supplement, Exempt Notes may at the option of the Bank be redeemed prior to maturity at any time, or may be adjusted (including the selection of one or more successor benchmarks and if applicable to reflect increased costs) following the occurrence of an Administrator/Benchmark Event, provided that, where a redemption of Bail-inable Notes by the Bank would lead to a breach

	of the Bank's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.
Early Redemption For TLAC Disqualification Event:	If so specified in the applicable Pricing Supplement, Bail-inable Notes may be redeemed at the option of the Bank prior to maturity at any time on, or within 90 days following, the occurrence of a TLAC Disqualification Event, subject to prior approval of the Superintendent, as described in "*Terms and Conditions of the Exempt Notes — Redemption and Purchase — Redemption due to TLAC Disqualification Event*". Bail-inable Notes will continue to be subject to a Bail-in Conversion prior to their repayment in full.
Denominations:	Exempt Notes will be issued in such denominations as may be agreed upon by the Bank and the relevant Purchaser(s) and specified in the applicable Pricing Supplement, save that the minimum denomination of each ISM Note will be at least €100,000 (or its equivalent in other currencies) and the minimum denomination of each Exempt Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body, however called) or any laws or regulations applicable to the relevant Specified Currency. So long as the Exempt Notes are represented by a temporary global Note or a permanent global Note and the relevant clearing system(s) so permit, in the event that the Bank issues Exempt Notes with a minimum denomination of EUR100,000 (or its equivalent in other currencies at the date of issue) as provided in the applicable Pricing Supplement, the Exempt Notes shall be tradeable only in the principal amounts of at least EUR100,000 (or its equivalent other currencies) and higher integral multiples of at least 1,000 in the relevant currency as provided in the applicable Pricing Supplement, notwithstanding that no definitive Notes will be issued with a denomination above 199,000 in such currency.
Taxation:	All payments of principal and interest in respect of the Exempt Notes will be made without withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in Canada or, in the case of Exempt Notes whose Branch of Account is located outside Canada, of the country in which such branch is located, except as provided in Condition 9 (see "*Terms and Conditions of the Exempt Notes — Taxation*"). For further analysis of Canadian taxation implications, including Canadian withholding tax, see "*Taxation — Canada*" starting on page 280. *If any interest payable on an Exempt Note, or any portion of the nominal amount of an Exempt Note in excess of its issue price, is to be calculated by reference to an index or formula, interest on the Exempt Note together with any such portion of principal may be subject to Canadian non-resident withholding tax. Additional opinions from Canadian tax counsel may be required. See "Taxation - Canada".*
Status:	The Senior Notes will constitute deposit liabilities of the Bank for purposes of the *Bank Act* (Canada) (the "**Bank Act**"). The Senior Notes

will constitute legal, valid and binding unsubordinated and unsecured obligations of the Bank enforceable in accordance with their terms and will rank *pari passu* with all deposit and other unsubordinated liabilities of the Bank (except as otherwise provided by law and subject to the exercise of bank resolution powers) and without preference among themselves.

Senior Notes that are Bail-inable Notes (as defined in Condition 3(b)) are subject to a Bail-in Conversion (as defined below) under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes.

The Principal At Risk Notes are Senior Notes that are not principal protected.

The Senior Notes and Principal At Risk Notes will not be deposits insured under the CDIC Act.

Agreement with respect to the exercise of Canadian Bail-in powers in relation to Bail-inable Notes:

By acquiring Bail-inable Notes, each Noteholder (including each beneficial owner) is deemed to:

i. agree to be bound, in respect of the Bail-inable Notes, by the CDIC Act, including the conversion of the Bail-inable Notes, in whole or in part – by means of a transaction or series of transactions and in one or more steps - into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of the Bail-inable Notes in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to such Bail-inable Notes (a "**Bail-in Conversion**");

ii. attorn to the jurisdiction of the courts in the Province of Ontario in Canada with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes;

iii. have represented and warranted to the Bank that the Bank has not directly or indirectly provided financing to the Noteholder for the express purpose of investing in the Bail-inable Notes; and

iv. acknowledge and agree that the terms referred to in paragraphs (i) and (ii), above, are binding on such Noteholder despite any provisions in the Conditions, any other law that governs such Bail-inable Notes and any other agreement, arrangement or understanding between such Noteholder and the Bank with respect to such Bail-inable Notes.

	The applicable Pricing Supplement will indicate whether Notes are Bail-inable Notes. All Bail-inable Notes are subject to Bail-in Conversion. Each holder or beneficial owner of the Bail-inable Notes that acquires an interest in the Bail-inable Notes in the secondary market and any successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of any such holder or beneficial owner shall be deemed to acknowledge, accept, agree to be bound by and consent to the same provisions specified herein to the same extent as the holders or beneficial owners that acquire an interest in the Bail-inable Notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the Bail-inable Notes related to the Bail-in Regime.
Events of Default for Senior Notes:	The terms of the Senior Notes provide for events of default which are limited to (a) non-payment for more than 30 business days of interest or principal; and (b) if the Bank becomes insolvent or bankrupt or subject to the provisions of the Winding-up and Restructuring Act (Canada) or any statute hereafter enacted in substitution therefor, as such statute, or any such substituted statute, may be amended from time to time, or if the Bank goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, passes a resolution for the winding-up, liquidation or dissolution of the Bank, is ordered wound-up or otherwise acknowledges its insolvency; provided that Noteholders may only exercise, or direct the exercise of, those rights to accelerate the Bail-inable Notes upon such an event where an order has not been made pursuant to subsection 39.13(1) of the CDIC Act in respect of the Bank and, notwithstanding the exercise of any right to accelerate the Bail-inable Notes, Bail-inable Notes will continue to be subject to a Bail-in Conversion until repaid in full. A Bail-in Conversion will not be an event of default.
Waiver of Set-Off – Bail-inable Notes:	Bail-inable Notes are not subject to set-off or netting rights.
Branch of Account:	Unless otherwise specified in the applicable Pricing Supplement, the main branch of the Bank in Toronto will take the deposits evidenced by the Senior Notes, but without prejudice to the provisions of Condition 6 (see "Terms and Conditions of the Exempt Notes — Payments"). The relevant branch is the Branch of Account for the purposes of the Bank Act. Exempt Notes issued by a Branch of Account are obligations of the Bank.
Negative Pledge:	None.
Cross Default:	None (see "*Terms and Conditions of the Exempt Notes — Events of Default*").

Rating:	This Programme has been rated by Moody's Canada, by S&P Canada and by Fitch. Exempt Notes issued under the Programme may be rated or unrated. When a Tranche of Exempt Notes is rated, such rating will be specified in the applicable Pricing Supplement and will not necessarily be the same as the rating assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency. Investors may suffer losses if a credit rating assigned to the Exempt Notes does not reflect the then creditworthiness of such Exempt Notes.
Listing and Admission to Trading:	Application has been made to the London Stock Exchange for ISM Notes to be admitted to trading on the ISM. **The ISM is not a regulated market for the purposes of UK MiFIR. The ISM is a market designated for professional investors.** Exempt Notes which are designated in the relevant Pricing Supplement as being admitted to trading on the ISM are not admitted to listing on the Official List of the FCA. Exempt Notes may be admitted to listing on, trading on and/or quotation by other stock exchanges, listing authorities and/or quotation systems as may be agreed upon by the Bank and the relevant Purchaser(s) in relation to each issue. Exempt Notes which are neither listed nor admitted to trading on any market may also be issued. The applicable Pricing Supplement will specify whether or not such Exempt Notes have been admitted to trading on any other stock exchange, listing authority and/or quotation system. The Bank is not under any obligation to Noteholders to maintain any listing of Exempt Notes and may, in good faith, determine that it is unduly onerous to maintain such listing and seek to terminate the listing of such Exempt Notes provided it uses its reasonable endeavours to obtain and maintain a listing of the Exempt Notes on some other major stock exchange (including a market which is not a regulated market or a market outside of the EEA or the UK) provided such stock exchange shall be commonly used for the listing and trading of debt securities in the international bond markets.
Governing Law and Jurisdiction:	The Exempt Notes will be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Ontario courts have jurisdiction in the event of litigation in respect of the Exempt Notes.
Non-United States Selling Restrictions:	There will be specific restrictions on the offer and sale of the Exempt Notes and the distribution of offering materials in Canada, the EEA (including Belgium, France, the Republic of Italy and The Netherlands), the UK, Hong Kong, Japan, the People's Republic of China, Singapore, Switzerland and Taiwan, as well as other restrictions as may be

	required in connection with a particular issue of Exempt Notes. See "Subscription and Sale".
United States Selling Restrictions:	The Bank is Category 2 for the purposes of Regulation S under the Securities Act and the Exempt Notes are not Rule 144A eligible. The Exempt Notes will be issued in compliance with the principles of United States Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor United States Treasury Regulation section, including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**D Rules**") unless (i) the applicable Pricing Supplement states that Exempt Notes are issued in compliance with United States Treas. Reg. §1.163 5(c)(2)(i)(C) (or any successor United States Treasury Regulation section, including without limitation, regulations issued in accordance with Internal Revenue Service Notice 2012-20 or otherwise in connection with the United States Hiring Incentives to Restore Employment Act of 2010) (the "**C Rules**") or (ii) the Exempt Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Exempt Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the applicable Pricing Supplement as a transaction to which TEFRA is not applicable.
Clearing Systems:	Euroclear, Clearstream, Luxembourg and/or any other additional clearing system as agreed upon by the Bank and the relevant Purchaser.
Risk Factors:	There are certain risks related to any issue of Exempt Notes under the Programme, which investors should ensure they fully understand. A non-exhaustive description of such risks is set out under "Risk Factors" from page 13 of this Offering Circular.

RISK FACTORS

The Bank believes that the following factors which are specific to the Bank may affect its abilities to fulfil its obligations under, or in respect of the Exempt Notes issued under the Programme. In addition, certain factors, although not exhaustive, which the Bank believes are material for the purpose of assessing the market risks associated with Exempt Notes issued under the Programme are also described below.

The Bank believes that the factors described below represent the material risks inherent in investing in Exempt Notes issued under the Programme, at the date of this Offering Circular. If any or a combination of these risks actually occurs, the business, results or operation, financial condition and/or prospects of the Bank could be materially and adversely affected, which could result in the Bank being unable to pay interest, principal or other amounts on or in connection with any Exempt Notes issued by it or materially adversely affect the trading price of any such Exempt Notes issued under the Programme.

Prospective investors should note that the risks relating to the Bank summarised in this section are risks that the Bank believe to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Notes issued under the Programme and the Bank does not represent that the statements below regarding the risks of holding any Exempt Notes are exhaustive. As the risks which the Bank faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should also read the detailed information set out elsewhere in this Offering Circular (including the documents incorporated by reference) and any applicable Pricing Supplement to reach their own views prior to making any investment decisions.

AN INVESTMENT IN EXEMPT NOTES LINKED TO ONE OR MORE RELEVANT FACTORS MAY ENTAIL SIGNIFICANT RISKS NOT ASSOCIATED WITH INVESTMENTS IN A CONVENTIONAL DEBT SECURITY ISSUED BY A FINANCIAL INSTITUTION, INCLUDING BUT NOT LIMITED TO THE RISKS SET OUT BELOW. THE AMOUNT PAID BY THE BANK ON REDEMPTION OF THE EXEMPT NOTES MAY BE LESS THAN THE NOMINAL AMOUNT OF THE EXEMPT NOTES, TOGETHER WITH ANY ACCRUED INTEREST, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO. WHERE THE EXEMPT NOTES ARE REDEEMED BY THE BANK BY DELIVERY OF CASH, SECURITIES AND/OR OTHER PROPERTY THE VALUE OF SUCH CASH, SECURITIES AND/OR OTHER PROPERTY MAY BE LESS THAN THE NOMINAL AMOUNT OF THE EXEMPT NOTES, TOGETHER WITH ANY ACCRUED INTEREST, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO.

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

A. Risks relating to the Bank

Banking and financial services involve a number of risks. Prospective investors should carefully consider the following categories of risks to which the Bank's businesses are exposed. There are numerous factors, many beyond the Bank's control, which could cause the Bank's results to differ significantly from those anticipated. These risks include the following:

1. Credit and counterparty risk is the potential for loss due to the failure of a borrower, endorser, guarantor or counterparty to repay a loan or honour another predetermined financial obligation. Credit and counterparty risk underlies every lending activity that the Bank enters into, and also arises in the holding of investment securities, transactions related to trading and other capital markets products and activities related to securitization. Credit risk is the most significant measurable risk that the Bank faces. Proper management of credit risk is essential to the Bank's success, since the failure to effectively

manage credit risk could have an immediate and significant impact on the Bank's earnings, financial condition and reputation.

2. Market risk is the potential for adverse changes in the value of the Bank's assets and liabilities resulting from changes in market variables such as interest rates, foreign exchange rates, equity and commodity prices and their implied volatilities, and credit spreads, and includes the risk of credit migration and default in the Bank's trading book. Market risk arises from the Bank's trading and underwriting activities, as well as its structural banking activities. The magnitude and importance of these activities to the Bank, along with the potential volatility of market variables, call for diligent governance and a robust market risk management framework that ensures effective identification, measurement, reporting and control of market risk exposures.

3. Insurance risk is the potential for loss as a result of actual experience differing from that assumed when an insurance product was designed and priced. It generally entails the inherent unpredictability that can arise from assuming long-term policy liabilities or from the uncertainty of future events. Insurance provides protection against the financial consequences of insured risks by transferring those risks to the insurer (under specific terms and conditions) in exchange for premiums. Insurance risk is inherent in all of the Bank's insurance products, comprising of life insurance annuities, which includes the pension risk transfer business, accident and sickness, and creditor insurance, as well as in the Bank's reinsurance business.

4. Liquidity and funding risk is the potential for loss if the Bank is unable to meet financial commitments in a timely manner at reasonable prices as they become due. Financial commitments include liabilities to depositors and suppliers, and lending, investment and pledging commitments. Any failure by the Bank in effectively managing this risk could have a material adverse effect on its operations and/or result in difficulty in meeting its obligations under the Exempt Notes.

5. Operational risk is the potential for loss or harm resulting from inadequate or failed internal processes or systems, human errors or conduct or external events, but excludes business risk, credit risk, market risk, liquidity risk and other financial risk. Operational risk is inherent in all of the Bank's business and banking activities and can lead to significant impacts on the Bank's business and financial results, including financial loss, restatements and damage to the Bank's reputation. Like other financial services organizations that operate in multiple jurisdictions, the Bank is exposed to a variety of operational risks arising from the potential for failures of the Bank's internal processes, employees and systems, as well as from external threats. Potential losses may result from process and control failures, theft and fraud, unauthorized transactions by employees, regulatory non-compliance, business disruption, information security breaches, cyber security threats, exposure to risks related to third-party relationships and damage to physical assets. Given the large volume of transactions the Bank processes on a daily basis, and the complexity and speed of the Bank's business, there is a possibility that certain operational or human errors may be repeated or compounded before they are discovered and rectified. Operational risk is not only inherent in the Bank's business and banking activities, it is also inherent in the processes and controls used to manage the Bank's risks. There is the possibility that errors will occur, as well as the possibility of a failure in the Bank's internal processes or systems, which could lead to financial loss and reputational harm. Shortcomings or failures of the Bank's internal processes, employees or systems, or of services and products provided by third parties, including any of the Bank's financial, accounting or other data processing systems, could lead to financial loss or restatements and damage the Bank's reputation. The nature of the Bank's business also exposes it to the risk of theft and fraud when it enters into credit transactions with customers or counterparties. In extending credit, the Bank relies on the accuracy and completeness of any information provided by, and any other representations made by customers and counterparties. While the Bank conducts appropriate due diligence on such customer information and, where practicable and economically

feasible, engages valuation experts, and other experts or sources of information to assist with assessing the value of collateral and other customer risks, the Bank's financial results may be adversely impacted if the information provided by customers or counterparties is materially misleading and this is not discovered during the due diligence process.

6. Legal and regulatory risk is the potential for loss or harm resulting from a failure to comply with laws or satisfy contractual obligations or regulatory requirements. This includes the risks of failure to: comply with the law (in letter or in spirit) or maintain standards of care; implement legislative or regulatory requirements; enforce or comply with contractual terms; assert non-contractual rights; effectively manage disputes; or act in a manner so as to maintain the Bank's reputation. The Bank's success relies in part on its ability to manage its exposure to legal and regulatory risk prudently. The financial services industry is highly regulated, and subject to strict enforcement of regulatory requirements. Banks globally continue to be subject to fines and penalties for a number of regulatory and conduct issues.

7. Strategic risk is the potential for loss due to changes in the external business environment and/or failure to properly respond to these changes as a result of inaction, ineffective strategies or poor implementation of strategies. Strategic risk also includes business risk, which arises from the specific business activities of the enterprise, and the effects these could have on its earnings. Strategic risk arises from external risks inherent in the business environment within which the Bank operates, as well as from the potential for loss if the Bank is unable to address those external risks effectively. While external strategic risks – including economic, geopolitical, regulatory, technological, social and competitive risks – cannot be controlled, the likelihood and magnitude of their impact can be limited through an effective strategic risk management framework and certain of these risks, including economic, geo-political and regulatory risks, can be assessed through stress testing. Business risk, as a component of strategic risk, encompasses the potential causes of earnings volatility that are distinct from credit, market or operational risk factors. The Bank's profitability, and hence value, may be eroded by changes in the business environment or by failures of strategy or execution due to changing client expectations or relatively ineffective responses to industry changes.

8. Environmental and social risk is the potential for loss or damage resulting from environmental or social concerns related to the Bank or its customers. Environmental and social risk covers a broad spectrum of issues, such as pollution and waste, energy, water and other resource usage, climate change; biodiversity, human rights, labour standards, community health, safety and security, land acquisition and involuntary resettlement, indigenous peoples' rights and consultation and cultural heritage.

9. Reputation risk is the potential for loss or harm to the Bank's brand, and can arise even if other risks are managed effectively. Significant damage to the Bank's brand could reduce demand for its products and services which could have a material adverse effect on its result of operations.

10. Credit and counterparty, market, insurance, liquidity and funding, operational, legal and regulatory, business, strategic, environmental and social, and reputation risks, as well as other risks that may affect the Bank's future results, are discussed more extensively in: (1) the *Enterprise-Wide Risk Management* section on pages 73 to 113 of the Bank's 2020 MD&A (excluding any cross-references therein) and (2) the section entitled *Risk Management* on pages 34 to 43 of the Bank's Third Quarter 2021 MD&A, both of which are incorporated by reference into this Offering Circular.

B. Industry and non-company factors

1. *General Economic Conditions and COVID-19 Pandemic Related Risks*

The Bank's earnings are affected by the general economic conditions prevailing in Canada, the United States and other jurisdictions in which the Bank conducts business. The World Health Organization declared COVID-19 a global pandemic on March 11, 2020. The pandemic has had, and will likely continue to have, a negative impact on the global economy and economic outlook, including with respect to the jurisdictions in which the Bank operates, resulting in lower economic output, elevated unemployment levels and sustained low interest rates. Government and regulatory measures, such as temporary closures of businesses, the institution of social distancing and other measures have been relaxed in certain of these jurisdictions. However, other jurisdictions have reinstated measures due to subsequent spikes in infections. Actions taken by governments, monetary authorities and regulators to support the economy and financial system, including fiscal and monetary measures to increase liquidity and support incomes, as well as regulatory actions in respect of financial institutions, generally remained in place, though there is uncertainty regarding how much longer these actions and measures will stay in effect.

The pandemic has had a negative impact on the Bank's earnings, including increased provisions for credit loan losses on both impaired and performing loans, and impacts from market volatility in the second quarter of the Bank's financial year ended 31 October 2020 (the "2020 Financial Year"). Lower interest rates reduced the Bank's net interest margin in the 2020 Financial Year, and if rates do not increase, will likely result in future pressure on margins as assets renew at lower yields. The pandemic has also lowered loan growth and increased deposit growth. The Bank continues to monitor the impacts of the pandemic on its credit portfolio. The pandemic has resulted in negative migration across the credit portfolio, particularly in certain sectors that are considered more vulnerable to the pandemic. In order to assist clients, the Bank worked with governments and agencies to implement programs to reduce the financial hardship caused by the pandemic, including offering payment deferrals and lending facilities designed to help individuals and businesses to withstand stress and recover financially. Requests for payment deferrals have declined significantly since peaking in the second quarter of the 2020 Financial Year. Deferrals continued to decline in the fourth quarter of the 2020 Financial Year, with the large majority of clients resuming payments after exiting the deferral program. The maturities are being closely monitored and actively managed.

If the pandemic is prolonged, the negative impact on the global economy could deepen from what is currently expected. It could continue to disrupt global supply chains, lower equity market valuations and interest rates, create significant volatility and disrupt financial markets, and further increase unemployment and business bankruptcies. The Bank's net interest income would likely be impacted further should interest rates decrease from current low levels and the demand for products and services may be significantly reduced. The Bank would expect to continue to recognize elevated credit losses in its loan portfolios, including in those industries directly impacted by the pandemic, and in retail portfolios given higher unemployment. The Bank could also experience losses in its trading business for several reasons, including heightened market volatility and a deterioration in the financial condition of counterparties, and other parties relevant to its business. As a result of changing economic and market conditions, the Bank may be required to recognise impairments in future periods on the securities or other assets it holds, as well as reductions in other comprehensive income. In addition, in certain businesses, including equity linked notes-related businesses where the Bank sells investment products that have returns tied to equity securities, it has exposure to the dividend policies of the companies that issue those underlying equity securities. Business operations may also be disrupted if key suppliers of goods and services are adversely impacted or a significant portion of the workforce is unable to work effectively, including because of illness, quarantines, government actions, or other restrictions in connection with the pandemic. The pandemic may also impact the Bank's ability to access capital markets, its liquidity and its capital position. The pandemic has resulted in an increase, and may result in further increases, in certain of the Bank's risks, including its top and emerging, credit and counterparty, market,

insurance, liquidity and funding, operational, including technology and cyber-related, legal and regulatory, strategic, environmental and social, and reputation risks. The Bank may also face increased risk of litigation and governmental and regulatory scrutiny, as a result of the effects of the pandemic on market and economic conditions and actions, governments and governmental authorities take in response to those conditions.

The extent to which the pandemic continues to impact the Bank's operations and financial performance and condition will depend on future developments, which are highly uncertain and cannot be predicted, including the scope, severity and duration of the pandemic and actions taken by governments and governmental and regulatory authorities, which could vary by country, and other third parties in response to the pandemic.

Any of these developments could have a material adverse effect on the Bank's business operations, performance and/or financial position.

2. Cyber Security, Information Security and Privacy Risk

The pandemic has heightened the Bank's exposure in the threat landscape, including a significant increase in phishing campaigns, which have, as at the date of this Offering Circular, been successfully blocked. The new distributed work-from-home environment increases the Bank's risk of data loss and potential breaches of privacy. Reliance on suppliers whose work environments have also changed, along with the increasing frequency of industry-reported data breaches and the sophisticated exploitation of zero-day and other vulnerabilities, exposes the Bank to heightened risk of data loss.

Information security is integral to the Bank's business activities, brand and reputation. The Bank faces common banking security risks, given its ever-increasing reliance on the internet, coupled with the remote work environment and extensive dependence on advanced digital technologies to process data. These risks include the threat of potential data loss, hacking, exposure of customer or employee information, identity theft and fraud, social media, brand and reputational damage, as well as the possibility of denial of service resulting in system failure and service disruption. The materialisation of such risk whether by service disruption, reputational damage or otherwise arising therefrom could have a material adverse effect on the Bank's business operations, performance and/or financial position.

3. Lower or Negative Interest Rates

In light of the economic dislocations that have resulted from efforts to curb the spread of COVID-19, both the Bank of Canada and the U.S. Federal Reserve have lowered their policy interest rates effectively to zero. Both central banks have also instituted programs of quantitative easing, under which they are purchasing a variety of bonds in order to apply downward pressure across a broad spectrum of market interest rates and support the continued smooth functioning of debt capital markets and stimulate the economy. The Bank of Canada and the Federal Reserve have each indicated that they do not anticipate using negative interest rate policy to stimulate economic growth, but sustained or deepening economic weakness could potentially cause policymakers to reconsider this position. Sustained low interest rates, or negative interest rates, could expose the Bank to a number of financial, operational and technology risks. The most significant financial impact would result from compression of the Bank's net interest margin and likely lower its net interest income as existing assets mature and are renewed at lower interest rates. In terms of operational and technology risks in a negative interest rate environment, the Bank may need to adapt its operations to fully accommodate the assessment of negative rates on its loans and deposits. In the event of lower or negative interest rates, the Bank would look to other sources of income in order to offset the likely decrease in net interest income, though there can be no assurances that it would be successful in offsetting such rates which could have a material adverse effect on the Bank's business operations, performance and/or financial position rates.

4. Oil and Gas Outlook

Oil prices decreased significantly during 2020, in part due to increases in oil supply from OPEC+ countries early in 2020 followed by decreases in oil demand tied to the pandemic. Although prices did rebound moderately later in 2020, they remain at low levels compared with production costs and 2019 levels. These conditions posed challenges for both exploration and development and oil and gas services companies. The Bank remains focused on taking risks in the oil and gas industry within its approved risk appetite, while seeking appropriate returns on those risks. In the exploration and production sector, the Bank is working with existing borrowers to maintain loan exposures, in line with changing estimates of oil and gas reserve values. The Bank maintains an internal limit that caps its exposure to this sector. In the oil and gas services sector, the Bank is focused on Canadian borrowers with a strong capital base and diversified operations that are heavily weighted to providing maintenance and servicing to large producers. Despite these measures there can be no assurances that the Bank is able to successfully manage this risk. Any prolonged deterioration in the oil and gas sector could have a material adverse effect on the Bank's results of operation and financial condition.

5. Technology Disruption, Competition and Resiliency

Given the extent to which the Bank's operations rely on technology and technology vendors, it is important to maintain a technology platform that provides a high level of operational reliability and resilience. If the Bank fails to respond to the competitive environment in its target markets by offering attractive and profitable product and service solutions, it may affect the Bank's competitiveness, its market shares, its growth potential, its customer base and, consequently, could have a material adverse effect on its business, financial condition and results of operations.

6. Geopolitical Risk and Escalating Trade Disputes

Geopolitical risk remains elevated as a result of strained relations among many countries, including between the United States and China and Iran. Heightened geopolitical risk can give rise to shifts in global capital flows, which may lead to market disruptions and a decrease in in investment, trade and global economic growth. The Bank's core banking portfolio has limited direct exposure outside North America; however, the Bank's core customers and its international strategy depend on sustained growth and trade.

Rising protectionism and anti-globalisation sentiment in the United States and other countries may hinder global growth. In particular, despite the Phase One trade agreement reached between the United States and China earlier this year, trade tensions between the two countries have remained elevated, which could adversely affect business investment and could prove especially problematic for commodity-producing countries, such as Canada. Trade disputes have also arisen between Canada and China over the past year. Within North America, the Canada-United States-Mexico Agreement ("**CUSMA**") took effect on July 1, 2020, and has reduced uncertainty about continental trading arrangements.

Should negative developments occur, this could have a material adverse effect on the Bank's business, financial condition and results of operations.

7. Canadian Housing Market and Consumer Leverage

Restrictions on economic activity aimed at curbing the pandemic resulted in a steep decline in housing market activity in March and April of 2020. However, the housing market has since rebounded strongly, with home sales surpassing pre-pandemic levels and prices rising sharply. Despite the lower interest rate environment, several factors, such as high unemployment and lower immigration, could potentially weigh on sales activity and home prices in the future. In addition, the pandemic has the potential to drive permanent changes in consumer behaviours and preferences, as well as changes in how and where work is performed, including

more widespread adoption of remote work. Such changes have the potential to cause structural shifts in demand for housing stock based on geographic and other characteristics, as well as affecting the viability of income-generating investment properties, in particular condominiums in downtown urban markets. These changes could dampen sales activity, home prices and property values within the existing portfolio.

Although household debt levels have risen only modestly this year due to weaker consumer spending and increased income support from government programs, they remain historically elevated, which could impede new mortgage borrowing. In addition, housing affordability remains weak in the Greater Toronto Area ("**GTA**"), Greater Vancouver Area ("**GVA**"), and their surrounding regions, which represents an ongoing barrier to entry for potential first-time home buyers. High levels of unemployment will also weigh on household incomes, especially if current government support programs begin to be scaled back or are eliminated, which will reduce household purchasing power. The heightened level of economic uncertainty could also cause households to continue to focus on deleveraging.

Potential reductions in home sales activity, particularly in the GTA and GVA, would impact mortgage origination volumes and, if property values were to decline, reduce the value of collateral backing of the Bank's loans and could result in higher provisions for credit losses, which could have a material adverse effect on the Bank's results of operations and financial position.

8. Fiscal and Monetary Policies and Other Economic Conditions in the Countries in which the Bank Conducts Business

The Bank's earnings are affected by the fiscal and monetary policies and other economic conditions prevailing in Canada, the United States and other jurisdictions in which the Bank conducts business. These policies and conditions may have the effect of reducing profitability and certainty in some specific businesses and markets, which may affect the Bank's customers and counterparties, potentially contributing to a greater risk of default. Changes in fiscal and monetary policies are difficult to anticipate. Higher levels of government debt resulting from the pandemic have the potential to create future vulnerabilities that could impact the Bank's business and markets. Fluctuations in interest rates can have an impact on the Bank's earnings the value of the Bank's investments, the credit quality of lending to the Bank's customers and counterparty exposure, and the capital markets that the Bank accesses.

Changes in the value of the Canadian dollar relative to the U.S. dollar have affected and could in the future continue to affect the results of the Bank's clients with significant foreign earnings or input costs. The Bank's investments in foreign operations are primarily denominated in U.S. dollars, and the foreign exchange impact of U.S. dollar-denominated risk weighted assets and capital deductions may result in variability in the Bank's capital ratios. The Bank may take actions to manage the impact of foreign exchange rate movements on its capital ratios, and did so during 2020. The value of the Canadian dollar relative to the U.S. dollar will also affect the contribution of the Bank's U.S. operations' contribution to its Canadian dollar profitability. Hedging positions may be taken to manage interest rate exposures and partially offset the effects of Canadian dollar/U.S. dollar exchange rate fluctuations on the Bank's financial results.

9. Climate Change and Other Environmental and Social Risks

The Bank faces risks arising from environmental events, such as drought, floods, wildfires, earthquakes, and hurricanes and other storms. These events could potentially disrupt the Bank's operations, impact its customers and counterparties, and result in lower earnings and higher losses. Factors contributing to heightened environmental risks include the impacts of climate change and the continued intensification of development in areas of greater environmental sensitivity. The Bank also faces risks in relation to borrowers that experience losses or increases in their operating costs as a result of climate-related policies, such as carbon emissions pricing, or that experience lower revenue as new and emerging technologies displace or

disrupt demand for certain commodities, products and services. Legal and regulatory, business or reputation risks could arise from the Bank's actual or perceived actions, or inaction, in relation to climate change and other environmental and social risk issues, or its disclosures on these matters. Legal and regulatory or reputation risks related to such matters could also impact the Bank's customers, suppliers or other stakeholders, giving rise to business or reputation risks.

Although the Bank monitors developments in these areas on an ongoing basis as part of its overall assessment of operational, business and reputation risks there can be no assurances that such monitoring will be successful in anticipating and managing the related risks.

10. Regulatory Requirements

The financial services industry is highly regulated, and the Bank has experienced changes and increasing complexity in regulatory requirements as governments and regulators around the world continue to pursue major reforms intended to strengthen the stability of the financial system and protect key markets and participants. As a result, there is the potential for higher capital requirements and additional regulatory compliance costs, which could lower the Bank's returns and affect its growth. These reforms could also affect the cost and availability of funding and the extent of market-making activities. Regulatory reforms may also impact fees and other revenues for certain of the Bank's operating groups. In addition, differences in laws and regulations enacted by various national regulatory authorities may provide advantages to the Bank's international competitors that could affect its ability to compete and lead to in loss of market share. The Bank monitors such developments, and other potential changes, so that the Bank is well-positioned to respond to and implement any necessary changes.

Failure to comply with applicable legal and regulatory requirements could result in legal proceedings, financial losses, regulatory sanctions, enforcement actions, an inability to execute the Bank's business strategies, a decline in investor and customer confidence and damage to the Bank's reputation. If any of the risks set out above were realised, this could have a significant adverse effect on the Bank's business operations, its performance and/or its financial position.

11. Tax Legislation and Interpretations

Legislative changes and changes in tax policy, including their interpretation by tax authorities and the courts, may impact the Bank's earnings. Tax laws, as well as the interpretation of tax laws and policy by taxing authorities, may change as a result of efforts by the G20 and the Organisation for Economic Co-operation and Development to broaden the tax base globally and increase tax-related reporting. Changes in taxation regulations which increase the level of the tax payable by the Bank will affect the Bank's financial results and, consequently, could have a material adverse effect on its business, financial condition and results of operations.

12. Changes to Business Portfolio

The Bank may, from time to time, acquire companies, businesses and assets as part of its overall business strategy. The Bank will conduct thorough due diligence before completing such acquisitions. However, some of the acquisitions may not perform in line with the Bank's financial or strategic objectives or expectations. The Bank's ability to successfully complete an acquisition may be subject to regulatory and shareholder approvals and it may not be able to determine when, if or on what terms the necessary approvals will be granted. Changes in the competitive and economic environment, as well as other factors, may result in reductions in revenue or profitability, while higher than anticipated integration costs and failure to realise expected cost savings after an acquisition could also adversely affect the Bank's earnings. Integration costs may increase as a result of regulatory costs related to an acquisition, other unanticipated costs that were not

identified in the due diligence process or demands on management time that are more significant than anticipated, as well as unexpected delays in implementing certain plans that in turn lead to delays in achieving full integration. Successful post-acquisition performance depends on retaining the clients and key employees of acquired companies and businesses and on integrating key systems and processes without disruption, and there can be no assurance that the Bank will always succeed in doing so.

The Bank also evaluates potential dispositions of assets and businesses that may no longer meet the Bank's strategic objectives. When the Bank sells assets or withdraws from a business, the Bank may encounter difficulty in finding buyers or alternative exit strategies on acceptable terms or in a timely manner, which could delay the achievement of its strategic objectives. The Bank may also dispose of assets or a business on terms that are less desirable than anticipated or result in adverse operational or financial impacts, experience greater dis-synergies than expected, and the impact of the divestiture on revenue growth may be larger than projected. Dispositions may be subject to satisfaction of conditions and required governmental approvals on acceptable terms, which, if not satisfied or obtained, may prevent the Bank from completing the dispositions as intended, or at all.

13. Critical Accounting Estimates and Accounting Standards

The Bank prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board. Changes that the International Accounting Standards Board makes from time to time to these standards can be difficult to anticipate and may materially affect how it records and reports its financial results.

The application of IFRS requires management to make significant judgments and estimates that affect the carrying amounts of certain assets and liabilities, certain amounts reported in net income and other related disclosures. In making these judgments and estimates, the Bank relies on the best information available at the time. However, it is possible that circumstances may change, that new information may become available or that the Bank's models may prove to be imprecise.

The Bank's financial results could be affected for the period during which any such new information or change in circumstances became apparent, and the extent of the impact could be significant.

C. Risks relating to the Notes

1. Risks applicable to Bail-inable Notes

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

Notes that are Bail-inable Notes (as defined below) are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes. Notwithstanding any other terms of the Bank's liability, any other law that governs the Bank's liability and any other agreement, arrangement or understanding between the parties with respect to the Bank's liability, each holder or beneficial owner of an interest in the Bail-inable Notes is deemed to be bound by the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes and is deemed to attorn to the jurisdiction of the courts in the Province of Ontario in Canada.

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

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

Under the CDIC Act, in circumstances where the Superintendent is of the opinion that the Bank has ceased, or is about to cease, to be viable and viability cannot be restored or preserved by exercise of the Superintendent's powers under the Bank Act, the Superintendent, after providing the Bank with a reasonable opportunity to make representations, is required to provide a report to CDIC. Following receipt of the Superintendent's report, CDIC may request the Minister of Finance for Canada (the "**Minister of Finance**") to recommend that the Governor in Council (Canada) make an Order (as defined below) and, if the Minister of Finance is of the opinion that it is in the public interest to do so, the Minister of Finance may recommend that the Governor in Council (Canada) make, and on such recommendation, the Governor in Council (Canada) may make, one or more Orders including a Conversion Order (see "Risks related to the Notes generally – Canadian bank resolution powers confer substantial powers on Canadian authorities designed to enable them to take a range of actions in relation to the Bank where a determination is made that the Bank has ceased, or is about to cease, to be viable and such viability cannot be restored or preserved, which if taken could result in holders or beneficial owners of Notes being exposed to losses").

Upon the making of a Conversion Order, prescribed shares and liabilities under the Bail-in Regime that are subject to that Conversion Order will, to the extent converted, be converted into common shares of the Bank or any of its affiliates, as determined by CDIC (a "**Bail-in Conversion**"). Subject to certain exceptions discussed below, the Bail-in Regime provides that senior debt issued on or after September 23, 2018, with an initial or amended term to maturity (including explicit or embedded options) greater than 400 days, that is unsecured or partially secured and that has been assigned a CUSIP or ISIN or similar identification number are subject to a Bail-in Conversion. Shares, other than common shares, and subordinated debt of the Bank will also be subject to a Bail-in Conversion, unless they are non-viability contingent capital. All Senior Notes that are subject to Bail-in Conversion will be identified as Bail-inable Notes in the applicable Pricing Supplement ("**Bail-inable Notes**").

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

If the CDIC were to take action under the Canadian bank resolution powers with respect to the Bank, this could result in holders or beneficial owners of Bail-inable Notes being exposed to conversion of the Bail-inable Notes in whole or in part. Upon a Bail-in Conversion, the holders of Notes ("**Noteholders**") holding Bail-inable Notes that are converted will be obligated to accept the common shares of the Bank or any of its affiliates into which such Bail-inable Notes, or any portion thereof, are converted even if such Noteholders do

not at the time consider such common shares to be an appropriate investment for them, and despite any change in the Bank or any of its affiliates or the fact that such common shares are issued by an affiliate of the Bank or any disruption to or lack of a market for such common shares or disruption to capital markets generally. The terms and conditions of the Bail-in Conversion will be determined by CDIC in accordance with and subject to certain requirements discussed below (see "*The number of common shares to be issued in connection with, and the number of common shares that will be outstanding following, a Bail-in Conversion are unknown. It is also unknown whether the shares to be issued will be those of the Bank or one of its affiliates" below). See also "Risks related to the Notes generally - Investors who hold less than the minimum Specified Denomination (including after a partial Bail-in Conversion or any other resolution action) may be unable to sell their Exempt Notes and may be adversely affected if definitive Exempt Notes are subsequently required to be issued*" below for a risk of partial conversions.

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

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

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

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

- the Bank cannot directly or indirectly have provided financing to any person for the express purpose of investing in the Bail-inable Notes;

- the Bail-inable Notes are not subject to set-off or netting rights;

- the Bail-inable Notes must not provide rights to accelerate repayment of principal or interest payments outside of bankruptcy, insolvency, wind-up or liquidation, except that events of default relating to the non-payment of scheduled principal and/or interest payments will be permitted where they are subject to a cure period of no less than 30 business days and clearly disclose to investors that: (i) acceleration is only permitted where an Order (as defined below) has not been made in respect of the Bank; and (ii) notwithstanding any acceleration, the instrument could still be subject to a Bail-in Conversion prior to its repayment;

- the Bail-inable Notes may be redeemed or purchased for cancellation (as applicable) only at the initiative of the Bank and, where the redemption or purchase would lead to a breach of the Bank's minimum TLAC requirements, that redemption or purchase would be subject to the prior approval of the Superintendent;

- the Bail-inable Notes do not have credit-sensitive dividend or coupon features that are reset periodically based in whole or in part on the Bank's credit standing; and

- where an amendment or variance of the Bail-inable Notes' terms and conditions would affect its recognition as TLAC, such amendment or variance will only be permitted with the prior approval of the Superintendent.

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

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

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

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

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

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

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

Under the Bail-in Regime there is no fixed and pre-determined contractual conversion ratio for the conversion of the Bail-inable Notes, or other shares or liabilities of the Bank that are subject to a Bail-in Conversion, into common shares of the Bank or any of its affiliates, nor are there specific requirements regarding whether liabilities subject to a Bail-in Conversion are converted into common shares of the Bank or any of its affiliates. CDIC determines the timing of the Bail-in Conversion, the portion of bail-inable shares and liabilities to be converted and the terms and conditions of the Bail-in Conversion, subject to parameters set out in the Bail-in Regime. Those parameters, include that:

- in carrying out a Bail-in Conversion, CDIC must take into consideration the requirement in the Bank Act for banks to maintain adequate capital;

- CDIC must use its best efforts to ensure that shares and liabilities subject to a Bail-in Conversion are only converted after all subordinate ranking shares and liabilities that are subject to a Bail-in Conversion and any subordinate non-viability contingent capital instruments have been previously converted or are converted during the same restructuring period;

- CDIC must use its best efforts to ensure that the converted part of the liquidation entitlement of a share subject to a Bail-in Conversion, or the converted part of the principal amount and accrued and unpaid interest of a liability subject to a Bail-in Conversion, is converted on a pro rata basis for all shares or liabilities subject to a Bail-in Conversion of equal rank that are converted during the same restructuring period;

- holders of shares and liabilities that are subject to a Bail-in Conversion must receive a greater number of common shares per dollar of the converted part of the liquidation entitlement of their shares, or the converted part of the principal amount and accrued and unpaid interest of their liabilities, than holders of any subordinate shares or liabilities subject to a Bail-in Conversion that are converted during the same restructuring period or of any subordinate non-viability contingent capital that is converted during the same restructuring period;

- holders of shares or liabilities subject to a Bail-in Conversion of equal rank that are converted during the same restructuring period must receive the same number of common shares per dollar of the converted part of the liquidation entitlement of their shares or the converted part of the principal amount and accrued and unpaid interest of their liabilities; and

- holders of shares or liabilities subject to a Bail-in Conversion must receive, if any non-viability contingent capital of equal rank to the shares or liabilities is converted during the same restructuring period, a number of common shares per dollar of the converted part of the liquidation entitlement of their shares, or the converted part of the principal amount and accrued and unpaid interest of their liabilities, that is equal to the largest number of common shares received by any holder of the non-viability contingent capital per dollar of that capital.

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

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

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

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

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

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

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

CDIC must, within a reasonable period following a Bail-in Conversion, make an offer of compensation by notice to the relevant Noteholders that held Bail-inable Notes equal to, or in value estimated to be equal to, the amount of compensation to which such Noteholders are entitled or provide a notice stating that such Noteholders are not entitled to any compensation. In either case, such notice is required to include certain prescribed information, including important information regarding the rights of such Noteholders to seek to

object and have the compensation to which they are entitled determined by an assessor (a Canadian Federal Court judge) where holders of liabilities representing at least 10 per cent. of the principal amount and accrued and unpaid interest of the liabilities of the same class object to the offer or absence of compensation. The period for objecting is limited (45 days following the day on which a summary of the notice is published in the Canada Gazette) and failure by Noteholders holding a sufficient principal amount plus accrued and unpaid interest of affected Bail-inable Notes to object within the prescribed period will result in the loss of any ability to object to the offered compensation or absence of compensation, as applicable. CDIC will pay each relevant Noteholder the offered compensation within 135 days after the date on which a summary of the notice is published in the Canada Gazette if the offer of compensation is accepted by the Noteholder, the Noteholder does not notify CDIC of acceptance or objection to the offer within the aforementioned 45-day period or the Noteholder objects to the offer but the 10 per cent. threshold described above is not met within the aforementioned 45-day period.

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

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

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

Following a Bail-in Conversion, Noteholders that held Bail-inable Notes that have been converted will no longer have rights against the Bank as creditors

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

Given the nature of the Bail-in Conversion, holders or beneficial owners of Bail-inable Notes that are converted will become holders or beneficial owners of common shares at a time when the Bank's and potentially its affiliates' financial condition has deteriorated. They may also become holders or beneficial owners of common shares at a time when the relevant entity may have received or may receive a capital injection or equivalent support with terms that may rank in priority to the common shares issued in a Bail-in Conversion with respect to the payment of dividends, rights on liquidation or other terms although there is no certainty that any such capital injection or support will be forthcoming.

Bail-inable Notes may be redeemed after the occurrence of a TLAC Disqualification Event

If the applicable Pricing Supplement for the Exempt Notes a Series of Bail-inable Notes specify that a TLAC Disqualification Event Call is applicable, the Bank may, at its option with the prior approval of the Superintendent, redeem all, but not some only of the outstanding Bail-inable Notes of that Series within 90 days of the occurrence of the TLAC Disqualification Event (as defined in the Conditions) at the Early

Redemption Amount specified in the applicable Pricing Supplement, together (if applicable) with any accrued but unpaid interest to (but excluding) the date fixed for redemption. If the Bank redeems the outstanding Bail-inable Exempt Notes of that Series, holders of such Bail-inable Notes may not be able to reinvest the proceeds from such redemption in securities offering a comparable anticipated rate of return. Additionally, although the terms of each Series of Bail-inable Notes are anticipated to be established to satisfy the TLAC criteria within the meaning of the TLAC Guideline to which the Bank is subject, it is possible that any Series of Bail-inable Notes may not satisfy the criteria in future rulemaking or interpretations.

2. UK resolution risks applicable to the Exempt Notes

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

Under the UK Banking Act, substantial powers are granted to HM Treasury, the Bank of England, the Financial Conduct Authority (the "**FCA**") and the UK Prudential Regulation Authority (the "**PRA**") (together, the "**Authorities**") as part of a special resolution regime (the "**SRR**").

These SRR powers can be exercised, as applicable, by the Authorities in respect of a third country incorporated credit institution (such as the Bank) or a third country incorporated investment firm ("**third country entity**") or third country parent undertaking either where that third country entity is subject to resolution in its jurisdiction of incorporation (a "**third country resolution action**") or where no third country resolution actions have been taken, but the Authorities consider that the commencement of resolution proceedings meet certain conditions including that it is in the public interest. The Authorities' powers (such as those applicable to bail-in liabilities) are subject to additional conditions where they are used in respect of branches of third-country entities (such as the Bank) as compared with their use in respect of UK banks.

Risks related to Exempt Notes issued by the Bank's London branch

Exempt Notes are issued by the Bank's London Branch if the Branch of Account specified in the Pricing Supplement is London.

The Authorities can choose to recognise a third country resolution action, either in whole or in part. Alternatively, under the UK Banking Act the Authorities can independently resolve a London branch of a third country entity (such as the Bank's London branch) even if it is not subject to third country resolution action (including resolution proceedings of the Canadian authorities), or where the Authorities have refused to recognise or enforce third country resolution action.

Under the SRR, the Authorities can make a statutory instrument that provides for the exercise of the stabilisation options. The stabilisation options include: (i) private sector purchaser option;(ii) bridge bank option; (iii) asset management vehicle option; (iv) bail-in option; and (v) temporary public sector ownership option. Exercise of the SRR options is possible where the relevant Authorities are acting to support or give full effect to a resolution carried out by the Canadian resolution authority and the Authorities' actions may include actions such as transferring assets located in the UK to a purchaser under the Canadian equivalent of a sale of business tool, or to a bridge bank in Canada.

If the Authorities independently resolved the London branch of a third country entity , their stabilisation options are limited to the 'business of the UK branch' and are: (i) to transfer some or all of the assets, rights and liabilities to a private sector purchaser, bridge bank or asset management vehicle; and (ii) to bail-in liabilities

(including the Exempt Notes) in connection with the transfer to the private-sector purchaser, bridge bank or asset management vehicle (the "**IRUKBPs**").

The concept of the 'business of the UK branch' is defined as: (i) any rights and liabilities of the third-country institution arising as a result of the operations of the UK branch; and (ii) any other property in the UK of the third-country institution. The Exempt Notes will be considered to be within the business of the branch where they arise 'as a result of the operations of the Bank's London branch'. Where the Exempt Notes are issued in the name of the Bank's London branch and/or are otherwise part of the business of the branch, for example, through being included within the London branch's return form (a type of semi-annual account for the branch) to the PRA it is likely that such Exempt Notes will be considered by the Authorities to be within the "business of the branch". However, these powers are untested, and if there is an adequate degree of operational involvement by the Bank's London branch in an issuance, there is a risk that the Authorities may consider such Exempt Notes issued by the Bank in Canada to be within the "business of the branch" due to the broad definition of this term.

Risks for Noteholders

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

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

The SRR may be triggered prior to insolvency of the Bank

The purpose of the SRR is to address the situation where all or part of the business of a third country entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns in the UK, and so to provide the Authorities with the appropriate powers to transfer (and then write down where necessary) those rights and liabilities of the branch of the third country entity. Where support is given to third country resolution actions, under the UK Banking Act, the Authorities must have regard to the Special Resolution Objectives, including Special Resolution Objective 8 which applies when using or considering the use of their powers. Alternatively, the Authorities may exercise the IRUKBPs if at least one of the following apply: (a) the PRA is satisfied that Condition 1 is met, and the Bank of England is satisfied that Conditions 2, 4 and 5 are met; or (b) the Bank of England is satisfied that Conditions 3 and 4 are met; or (c) the Bank of England is satisfied that Condition 4 is met and Condition 5 is met by virtue of its first limb (Condition 5(a)).

The Conditions referred to above are as follows: Condition 1: The Bank is failing or likely to fail (i.e. failing to satisfy the threshold conditions or the Bank or its London branch being unable or unwilling to pay debts or liabilities owed to UK creditors or otherwise arising from the business of the branch as they fall due); Condition 2: It is not reasonably likely that action will be taken by or in respect of the Bank that will result in Condition 1 above ceasing to be met; Condition 3: Either: (a) the third-country entity is unable or unwilling, or is likely in the near future to be unable or unwilling, to pay its debts or other liabilities owed to UK creditors or otherwise arising from the business of the branch as they fall due; and (b) no Canadian resolution action has been taken, or other normal insolvency proceedings initiated, and it is not likely in the near future that resolution action will be taken or proceedings initiated; Condition 4: Making a property transfer instrument is necessary having regard to public interest in the advancement of one or more resolution objectives; and Condition 5:

Either: (a) Canadian resolution action has been taken (or the Authorities have been notified that action will be taken) and the Authorities have refused or propose to refuse to recognise such action; or (b) Canadian resolution action has not been, and is not likely to be, taken in relation to the Bank. It is therefore possible that the IRUKBPs could be exercised prior to the point at which any insolvency proceedings with respect to the relevant entity could be initiated.

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

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

Depositor preference

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

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

3. Risks related to the structure of a particular issue of Exempt Notes

A wide range of Exempt Notes may be issued under the Programme. Some Exempt Notes may be complex financial instruments which may have features that contain particular risks for potential investors in that in some cases they may lose the value of their entire investment or part of it. A potential investor should not invest in Exempt Notes which are complex financial instruments unless such investor has the expertise (either alone or with a financial advisor) to evaluate how the Exempt Notes will perform under changing conditions, the resulting effect on the value of the Exempt Notes and the impact this investment will have on the potential investor's overall investment portfolio. Set out below is a description of the most common of such features.

Exempt Notes subject to optional redemption by the Bank

The Bank may be expected to redeem the Exempt Notes when its cost of borrowing is lower than the interest rate on the Exempt 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 Exempt 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.

An optional redemption feature of Exempt Notes is likely to limit their market value and could reduce secondary market liquidity. During any period when the Bank may elect to redeem Exempt Notes, the market value of those Exempt 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.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. If the rate converts 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 the other Exempt Notes. If the rate converts from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing rates payable on the Exempt Notes.

Floating Rate Notes with caps or floors

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

Range Accrual Notes

If the Exempt Notes include a "range accrual" feature ("**Range Accrual Notes**") then interest will only be paid if the level of the underlying interest rates on the relevant valuation date(s) is at or above one or more specified lower barrier(s) and/or at or below one or more specified upper barrier(s) (as applicable). It is possible that such level of the underlying interest rates on the relevant valuation date(s) will not be at or above/below the specified barrier(s) or not be within the specified range during the relevant interest determination period (as applicable) and, therefore, no interest will be payable on the relevant Interest Payment Date. This means that the amount of interest payable to a Noteholder over the term of the Range Accrual Notes may vary and may be zero.

Fixed Rate Reset Notes

A holder of Senior Notes with a fixed rate of interest that will periodically reset during the term of the relevant Senior Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fixed Rate Reset Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to be the sum of (i) the applicable Mid-Swap Rate, Benchmark Gilt Rate or Reference Bond Rate and (ii) the relevant Margin as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "Subsequent Reset Rate"). The Subsequent Reset Rate for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate for prior Reset Periods and could affect the value of an investment in the Fixed Rate Reset Notes.

Index Linked Notes and Dual Currency Notes

The Bank may issue Exempt Notes with principal, premium or interest determined by reference to an index or formula, to changes in the prices of equity or other securities, to movements in currency exchange rates or other financial variables (each, a "**Relevant Factor**"). In addition, the Bank may issue Exempt Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Exempt Notes are denominated. An investment in such Exempt Notes entails significant risks that are not associated with similar investments in a conventional fixed rate or floating rate debt security and in some circumstances the value of the Exempt Notes may be less than the principal amount of the Exempt Notes

and may be zero in which case a potential investor may lose some or all of the amount it invested in the Exempt Notes. Potential investors should be aware that:

(i) the Exempt Notes may not be conventional debt securities and, accordingly, the market price of such Exempt Notes may be volatile;

(ii) investors may receive no interest or they may receive interest at a rate that is significantly less than that payable on a conventional fixed rate or floating rate debt security issued at the same time;

(iii) payment of principal or interest may occur at a different time or in a different currency than expected, including that the currency of principal or interest payments may be different from the currency a potential investor's financial activities are principally denominated in;

(iv) if the principal of and/or premium on such an Exempt Note is so indexed, the amount of principal and/or premium payable in respect thereof may be less than the original purchase price of such Exempt Note and less than the nominal or face amount of such Exempt Notes, and the amount of principal and/or premium payable may even be zero;

(v) investors should be willing to hold these Exempt Notes until the maturity date as the secondary market for such Exempt Notes may be limited or non-existent and if there is a limited secondary market then the lack of demand may reduce the market price at which Exempt Notes may be sold prior to maturity;

(vi) the market price will be affected by a number of factors independent of the creditworthiness of the Bank and will depend on the value of the applicable Relevant Factor as well as the volatility of the applicable Relevant Factor, the specific terms and time remaining to the maturity of such Exempt Notes, the amount outstanding of such Exempt Notes, market interest rates and the market for other types of related and unrelated financial instruments;

(vii) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and may depend on a number of complex and interrelated factors over which the Bank has no control, including, without limitation, economic, financial and political events. Additionally, if the formula used to determine the amount of principal, premium and/or interest payable with respect to such Exempt Notes contains a multiplier or leverage factor, the effect of any change in the Relevant Factor will be increased (or decreased if the multiplier or relevant factor is less than one) and this increase (or decrease) may be significant; and

(viii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of the relevant currencies, interest rates, equities, index or other financial variables should not be taken as an indication of future performance of such currencies, interest rates, equities, index, or other financial variables during the term of any Exempt Note. Prospective investors should consult their own financial and legal advisors as to the risks entailed by an investment in such Exempt Notes and the suitability of such Exempt Notes in light of their particular circumstances. Neither the Bank nor the Dealers make any recommendation as to whether the Exempt Notes are a suitable investment for any person.

Exempt Notes issued at a substantial discount or premium

The issue price of Exempt Notes may be more than the market value of such Exempt Notes as of the issue date, and the price, if any, at which a Dealer or any other person is willing to purchase the Exempt Notes in a secondary market transaction may be lower than the issue price.

The prices at which Zero Coupon Notes, as well as other Exempt Notes issued at a substantial discount or premium to their principal nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Exempt Notes. If market interest rates increase, such Exempt Notes can suffer higher price losses as compared to conventional interest-bearing Exempt Notes having the same maturity and credit rating. Generally, the longer the remaining term of the Exempt Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities and credit.

Partly Paid Notes

The Bank may issue Exempt Notes where the issue price is payable in more than one instalment ("**Partly Paid Notes**"). Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Exempt Notes which are issued with variable interest rates or which are structured to include caps, floors, multipliers or other leverage factors

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

Inverse Floating Rate Notes

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

Floating Rate and Range Accrual Notes linked to "benchmarks" such as EURIBOR and other benchmark indices

Various interest rates and other indices which are deemed to be benchmarks (including the Euro Interbank Offered Rate ("**EURIBOR**"), Canadian Dollars Offered Rate ("**CDOR**"), CNH Hong Kong interbank offered rate ("**CNH HIBOR**"), Hong Kong interbank offered rate ("**HIBOR**"), the Relevant Swap Rate (as defined in the Conditions), the Constant Maturity Swap Rate ("**CMS Rate**") and other IBOR rates and indices) are the subject of national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the value and return on any Exempt Notes linked to such a benchmark to calculate interest on these Exempt Notes.

Regulation (EU) 2016/1011, as amended from time to time (the "**EU Benchmark 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: (a) 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 (b) 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).

Similarly, Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmark Regulation**") among other things, applies to the provision of benchmarks and the use of a

benchmark within the UK. It similarly prohibits the use in the UK by UK-supervised entities 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 Benchmark Regulation and/or the UK Benchmark Regulation, as applicable, could have a material impact on any Exempt Notes linked to EURIBOR, CDOR, CNH HIBOR, HIBOR, the CMS Rate or the Relevant Swap Rate, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmark Regulation and/or the UK Benchmark Regulation, as applicable. Such changes could (amongst other things) have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level, of the benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, might increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. The potential elimination of any benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest provisions of the Conditions (as further described in Condition 4(n) (Benchmark Discontinuation)), or result in other consequences, in respect of any Exempt Notes linked to such benchmark (including but not limited to Exempt Notes whose interest rates are linked to any such benchmark which is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Exempt Notes, the return on the relevant Exempt Notes and the trading market for securities based on the same benchmark.

The FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Alternative risk free rates have been identified in a number of other markets. For example, in the United States of America, the Alternative Reference Rate Committee recommended the Secured Overnight Financing Rate ("**SOFR**") as the replacement rate for USD-LIBOR and has a paced transition plan for developing SOFR markets. Market participants and relevant working groups are also exploring alternative reference rates based on other risk free rates.

Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On September 13, 2018, the working group on euro risk-free rates recommended Euro Short-term Rate ("**€STR**") as the new risk free rate. €STR was published by the ECB for the first time on October 2, 2019. Although EURIBOR has been reformed, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

Transition efforts in connection with these reforms are complex, with significant risks and challenges that could result in increased volatility, pricing changes or illiquidity in markets for instruments that currently rely on such benchmarks. The transition could have adverse consequences for all market participants, including the Bank, as both a holder and an issuer of instruments based on these benchmarks, such as the potential for increased financial, operational, legal and regulatory, and reputational risks.

Subject as provided under "Administrator/Benchmark Event" (if specified as being applicable in the applicable Pricing Supplement), the Conditions provide for certain fallback arrangements in the event of a Benchmark Event (as defined in the Conditions) (including where a published benchmark, such as EURIBOR or swap rate becomes unavailable, unlawful or unrepresentative) has occurred, Condition 4(n) provides for certain fallbacks, including the possibility that the rate of interest could be determined by the Bank in consultation with an Independent Adviser (if any), or if the Bank is unable to appoint an Independent Adviser or unable to

make the relevant determination in consultation with an Independent Adviser, determined by the Bank itself) and set by reference to a successor rate or an alternative reference rate and that such successor rate or alternative reference rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark. However, it may not be possible to determine or apply any such adjustment and even if an adjustment is applied, such adjustment may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment can be determined, a successor rate or alternative rate may nonetheless be used to determine the Rate of Interest. In certain circumstances the ultimate fallback of interest for a particular Interest 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 Fixed Rate Reset Notes, the application of the Reset Rate for the preceding Reset Period or, in the case of the First Reset Date, the Initial Rate of Interest applicable to such Exempt Notes on the Interest Commencement Date. Any of these alternative methods may result in interest payments that are lower than or that do not otherwise correlate over time with the payments that would have been made on the Exempt Notes if EURIBOR, CDOR, CNH HIBOR, HIBOR, the CMS Rate or any other relevant benchmark were available in their current form.

In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser or the Bank, the relevant fallback provisions may not operate as intended at the relevant time. More generally, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Bank to meet its obligations under the Floating Rate Notes, Fixed Rate Reset Notes or Range Accrual Notes, and could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes, Fixed Rate Reset Notes or Range Accrual Notes. Investors should consider these matters, and should consult their own independent advisers and make their own assessment about the potential risks imposed by benchmark reforms, investigations and licensing issues in making any investment decision with respect to such Exempt Notes linked to a benchmark.

The market continues to develop in relation to SONIA as a reference rate for Floating Rate Notes

Where the applicable Pricing Supplement for a Series of Exempt Notes, which are Floating Rate Notes, specifies that the benchmark for such Exempt Notes is SONIA, the Interest Rate will be determined on the basis of Compounded Daily SONIA (as defined in the Terms and Conditions of the Exempt Notes). Compounded Daily SONIA differs from sterling London Interbank Offered Rate ("**LIBOR**") in a number of material respects, including (without limitation) that Compounded Daily SONIA is a backwards-looking, compounded, risk-free overnight rate, whereas sterling LIBOR is expressed on the basis of a forward-looking term and includes a credit risk-element based on inter-bank lending. The use of SONIA as a reference rate for Eurobonds is fairly nascent, and is subject to 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 debt securities referencing SONIA.

Accordingly, prospective investors in any Notes referencing Compounded Daily SONIA should be aware that the market continues to develop in relation to SONIA as a reference rate 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 continue to explore compounded and weighted average rates and observation methodologies for such rates (including so-called 'shift', 'lag', and 'lock-out' methodologies) and such groups may also explore forward-looking 'term' reference rates derived from these overnight rates. The adoption of SONIA may also see component inputs into swap rates or other composite rates transferring from sterling LIBOR or another reference rate to SONIA. The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Terms and Conditions as applicable to Exempt Notes referencing a SONIA rate that are issued under this Offering Circular. Furthermore the Bank

may in the future issue Exempt Notes referencing SONIA that differ materially in terms of interest determination when compared with any previous SONIA referenced Exempt Notes issued by it under the Programme. The continued development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA-referenced Exempt Notes issued under the Programme from time to time.

Furthermore, interest on Exempt Notes which reference Compounded Daily SONIA is only determined immediately or shortly prior to the relevant Interest Payment Date. It may be difficult for investors in Exempt Notes which reference Compounded Daily SONIA to estimate reliably the amount of interest which will be payable on such Exempt Notes, and some investors may be unable or unwilling to trade such Exempt Notes without changes to their information technology systems, both of which factors could adversely impact the liquidity of such Exempt Notes. Further, if Exempt Notes referencing Compounded Daily SONIA become due and payable as a result of an event of default under Condition 10, or are otherwise redeemed early on a date which is not an Interest Payment Date, the rate of interest payable for the final Interest Period in respect of such Exempt Notes shall only be determined immediately or shortly prior to the date on which the Exempt Notes become due and payable and shall not be reset thereafter.

In addition, the manner of adoption or application of SONIA reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference 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 Exempt Notes referencing Compounded Daily SONIA.

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

The market continues to develop in relation to €STR as a reference rate for Notes

Where the applicable Pricing Supplement for a Series of Notes specifies that the interest rate for such Exempt Notes will be determined by reference to €STR, interest will be determined on the basis of €STR (as defined in the Terms and Conditions of the Exempt Notes). The interest rate in respect of Exempt Notes with €STR as a Reference Rate will be determined on the basis of Compounded Daily €STR (as defined in the Terms and Conditions of the Exempt Notes), which is a backwards-looking, compounded risk-free overnight rate.

Investors should be aware that the market continues to develop in relation to €STR as a reference rate in the capital markets and its adoption as an alternative to EURIBOR. Furthermore, the market or a significant part thereof may adopt an application of €STR that differs significantly from that set out in the Terms and Conditions of the Exempt Notes and the Bank may in the future issue Exempt Notes referencing €STR that differ materially in terms of interest determination when compared with any previous €STR referenced Notes issued by it. The nascent development of Compounded Daily €STR as an interest reference rate for bond markets, as well as continued development of €STR-based rates for such markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of Notes with €STR as a Reference Rate. Market participants, industry groups and/or central bank-led working groups continue to explore compounded and weighted average rates and observation methodologies for such rates (including so-called ‘shift’, ‘lag’, and ‘lock-out’ methodologies) and such groups may also explore forward-looking ‘term’ reference rates derived from these overnight rates. The adoption of overnight rates may also see component inputs into swap rates or other composite rates transferring from EURIBOR or another reference rate to an overnight rate.

The interest rate for Exempt Notes with €STR as a Reference Rate is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Exempt Notes with €STR as a Reference Rate to estimate reliably the amount of interest which will be payable on the Exempt 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 affect the liquidity of such Notes. Further, if such Exempt Notes become due and payable prior to their stated maturity, the final interest rate payable in respect of such Exempt Notes shall only be determined immediately prior to the date on which the Exempt Notes become due and payable.

€STR is published by the European Central Bank and there can be no guarantee that €STR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interest of investors in Exempt Notes with €STR as a Reference Rate. The manner of adoption or application of €STR in the bond markets may differ materially compared with the application and adoption of €STR in other markets such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of €STR 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 such Exempt Notes.

To the extent the €STR Reference Rate is discontinued or is no longer published as described in the Terms and Conditions, the applicable rate to be used to calculate the interest rate on such Exempt Notes will be determined using the alternative methods described in Condition 4(I) ("**€STR Fallbacks**"). Any of these €STR Fallbacks may result in interest payments that are lower than, or do not otherwise correlate over time with, the payment that would have been made on the Exempt Notes if the €STR Reference Rate had been provided by the European Central Bank in its form as at the Issue Date of the Exempt Notes. In addition, use of the €STR Fallbacks may result in a fixed rate of interest being applied to the Exempt Notes.

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 Exempt Notes referencing overnight rates.

An investment in Exempt Notes with €STR as the Reference Rate may entail significant risks not associated with similar investments in conventional debt securities. Any investor should ensure it understands the nature of the terms of such Exempt Notes and the extent of its exposure to risk.

Credit-Linked Notes

All potential investors in any Notes to which "Credit-Linked Note Provisions" is specified as applicable in the applicable Pricing Supplement (the "Credit-Linked Notes") should review this section and also each other section of these Risk Factors relevant to its investment decision.

The premium or the interest on and/or the redemption amount of a Series of Credit-Linked Notes may, if so specified herein, be determined by reference to the creditworthiness of, or the performance of obligations by, or some other factor relating to, another entity or entities not affiliated with the Bank (each such entity, a "**Reference Entity**").

The Bank may issue Credit-Linked Notes where the amount payable is dependent upon whether certain events ("**Credit Events**") have occurred in respect of one or more Reference Entities. If a Credit Event has occurred and relevant procedures are followed, the amount payable is dependent on the value of certain specified assets of such Reference Entity or may be replaced by the Bank's obligation to deliver certain

specified assets. Purchasers should be prepared to sustain a total loss of the purchase price of the Credit-Linked Notes. An investment in the Credit-Linked Notes presents certain significant risks not associated with conventional debt securities.

The performance of the Reference Entity may be volatile and subject to unpredictable changes over the term of the Credit-Linked Notes. Prospective investors should be prepared to assume this risk, including the potential risk of a Credit Event occurring in respect of the Reference Entity. Fluctuations in the price of the obligations of the Reference Entity may result in the investor losing the entire investment or a substantial part of it, if the investor decides to early unwind its investment (or upon a Credit Event occurring in respect of the Reference Entity).

The Bank's obligations in respect of Credit-Linked Notes are irrespective of the existence or amount of the Bank's and/or any Affiliates' credit exposure to a Reference Entity and the Bank and/or any Affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

Following the occurrence of a Credit Event, the Credit-Linked Notes may then be redeemed prior to their scheduled maturity. In the case of Linear Basket Credit-Linked Notes, the Bank will account for each Credit Event in respect of a Reference Entity in the Reference Portfolio as it occurs and interest will then accrue on a decreased nominal amount of the Credit-Linked Notes. The credit event redemption amount payable at maturity, if any, will also be reduced and may be zero.

(i) Market price of Credit-Linked Notes may be influenced by many unpredictable factors

The market price of Credit-Linked Notes may be volatile and will be affected by, amongst other things, the time remaining to the redemption date or settlement date, as applicable, prevailing credit spreads and the creditworthiness of the Reference Entity which in turn may be affected by the economic, financial and political events in one or more jurisdictions.

(ii) A Reference Entity could take actions that may adversely affect a Credit-Linked Note

A Reference Entity or one of the Reference Entities will, unless otherwise provided in the applicable Pricing Supplement, have no involvement in the offer and sale of the Credit-Linked Note and no obligation to a Noteholder in the Credit-Linked Note. Any Reference Entity may take actions, such as a merger or sale of assets, without regard to the interests of the holders of the relevant Credit-Linked Notes. Any of these actions could adversely affect the value of a Credit-Linked Note linked to the relevant Reference Entity.

(iii) A holder of Credit-Linked Notes has no rights with respect to the Reference Entity

As an owner of Credit-Linked Notes, a Noteholder will not have voting rights or the right to receive dividends or other distributions or any other rights with respect to the Reference Entity or the obligations of the Reference Entity.

(iv) Hedge Disruption Event could affect physical settlement

In the case of Physically Settled Notes, if in the opinion of the Calculation Agent an event, as a result of which the Bank and/or any of its affiliates has not received the relevant Deliverable Obligations (each a "**Hedge Disruption Obligation**") under the terms of any hedging transactions in respect of the Physically Settled Notes (a "**Hedge Disruption Event**"), has occurred and is continuing on the second Business Day immediately preceding the Scheduled Physical Settlement Date, then the Physical Settlement Date will be postponed until the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event exists and (ii) the day falling 60 Business Days following the Scheduled Physical Settlement Day. Such an event may have an adverse effect on the value of the relevant Credit-Linked Notes. If all or a portion of

the Deliverable Obligations included in the Asset Amount are Hedge Disruption Obligations that are not Delivered by the Physical Settlement Date, then the Bank has 30 calendar days after the Physical Settlement Date to deliver such Deliverable Obligations, after which the Bank may pay, in respect of each Hedge Disruption Obligation, the Partial Cash Settlement Amount (adjusted to take account fully for any Hedging Costs, if "Adjustment for Hedging Costs" is specified as applying in the applicable Pricing Supplement) in lieu of delivering the Asset Amount. Such an event may have an adverse effect on the value of the relevant Credit-Linked Notes.

(v) Increased credit risk is associated with First to Default or Linear Basket Credit-Linked Notes

Where the Credit-Linked Notes are First to Default Credit-Linked Notes, the Credit-Linked Notes will be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to the first Reference Entity in respect of which a Credit Event occurs. Where the Credit-Linked Notes are Linear Basket Credit-Linked Notes, the Credit-Linked Notes may be subject to redemption in part as described above upon the occurrence of a Credit Event in relation to each Reference Entity in respect of which a Credit Event occurs. The credit risk to Noteholders may further be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

In the case of Linear Basket Credit-Linked Notes and Fixed Recovery Credit-Linked Notes, investors' exposure to the credit performance of the Reference Entities may not correspond to actual market recovery on such Reference Entities

In the case of Linear Basket Credit-Linked Notes, interest and principal repayments on the Credit-Linked Notes may be calculated by reference to the outstanding nominal amount of the Credit-Linked Notes. As at the Issue Date the outstanding nominal amount is an amount equal to the Aggregate Nominal Amount. If a Credit Event occurs in respect of a Reference Entity, then the outstanding nominal amount will be reduced by an amount equal to a predefined portion of the Aggregate Nominal Amount irrespective of the actual market recovery in respect of such Reference Entity.

In the case of Fixed Recovery Credit-Linked Notes, the amount payable following a Credit Event is determined by a set Final Price irrespective of the actual market recovery in respect of the relevant Reference Entity. Therefore, in the case of Fixed Recovery Credit-Linked Notes, investors' exposure to the Reference Entity may exceed the exposure that they might incur in respect of having entered into a standard single name credit default swap as protection seller in respect of such Reference Entity and investors may lose the entire principal amount invested.

In the case of Fixed Recovery Credit-Linked Notes, it should be noted that the Credit-Linked Notes will be redeemed 10 Business Days following the day on which the Calculation Agent first determines that a Credit Event Determination Date has occurred subject to the provisions in paragraph 13 (*Settlement Suspension*) of the Credit-Linked Note Provisions. If the Calculation Agent later determines that the Credit Event Determination Date should be adjusted or should not have occurred (for example, due to a DC Credit Event Announcement occurring) then no account will be taken of this and the Credit-Linked Notes will in any case be redeemed unless this subsequent determination is made prior to a cut-off date and subject to the provisions in paragraph 13 (*Settlement Suspension*) of the Credit-Linked Note Provisions. In this case the Fixed Recovery Credit-Linked Notes will be redeemed at a Credit Event Redemption Amount even where credit settlement might not occur on any market credit default swap.

(vi) Physical settlement

Where the Credit-Linked Notes provide for physical settlement, the Bank may determine that the specified assets to be delivered are either (a) assets which for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions but excluding the non-receipt of any requisite consents with respect to the delivery of assets which are loans) it is impossible or illegal to deliver on the specified settlement date or (b) assets which the Bank and/or any affiliate and/or agent has not received under the terms of any transaction and/or trading position entered into by the Bank and/or such affiliate and/or agent to hedge the Bank's obligations in respect of the Credit-Linked Notes. Any such determination may delay settlement in respect of the Credit-Linked Notes and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount which, in either case, may affect the value of the Credit-Linked Notes and, in the case of payment of a cash amount, will affect the timing of the valuation of such Credit-Linked Notes and as a result, the amount payable on redemption. Prospective investors should review the Conditions of the relevant Credit-Linked Notes and the applicable Pricing Supplement to ascertain whether and how such provisions should apply to the Credit-Linked Notes.

In the case of Physical Settlement, where the Reference Obligation is a loan, in order for the Delivery of the loan (or an interest in the loan) to be effected, the Reference Obligation must be capable of being transferred to the Noteholder in accordance with its terms and the Noteholders must have the capacity to hold such loan (or loan interest) otherwise, the obligation to deliver such specified assets may be replaced by an obligation to pay a cash amount.

(vii) Cash Settlement

If the Credit-Linked Notes are cash settled, then, following the occurrence of a Credit Event, the Calculation Agent will be required to seek quotations in respect of selected obligations of the affected Reference Entity. Quotations obtained will be "bid-side", that is, they will be reduced to take account of a bid-offer spread charged by the relevant dealer. Such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the affected Reference Entity (for example, liquidity constraints affecting market dealers). Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows of such Obligations. Quotations will be deemed to be zero (0) in the event that no such quotations are available.

Prospective investors should note that the use of Cash Settlement may adversely affect the returns.

(viii) Discretion of Calculation Agent to elect for Auction Settlement

Notwithstanding that a Credit-Linked Note is not issued as an Auction Settled Note, the Calculation Agent may, following a Credit Event, in its sole and absolute discretion and in certain circumstances, elect to determine the amounts payable by and/or rights and obligations of the parties under such Credit-Linked Note in respect of the relevant Reference Entity or Reference Obligation in accordance with Auction Settlement. Consequently, Credit-Linked Notes may be settled on terms that are different from those anticipated by the Noteholders. Using an Auction could also affect the timing of settlement under Credit-Linked Notes. Where settlement of Credit-Linked Notes is determined in accordance with an Auction and this results in a lower recovery value than would have been realised if such Auction had not been used, this will lead to a higher loss of the amounts invested.

(ix) Auction Settlement

Where Auction Settlement is specified as being applicable in the applicable Pricing Supplement, or is elected to apply by the Calculation Agent as provided in the immediately preceding paragraph, and an Auction Final

Price Determination Date occurs, the Auction Final Price will be determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms, available on the Credit Derivatives Determinations Committee's website at *www.cdsdeterminationscommittees.org* (or any successor website thereto). Such auction procedure is subject to change at any time.

The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the relevant Valuation Obligation.

Auction Final Price and the Bank's or the Calculation Agent's ability to influence the Auction Final Price

If the Credit-Linked Notes are redeemed following the occurrence of a Credit Event, the amount payable in respect of the Credit-Linked Notes may be determined by reference to the Auction Final Price determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms. There is a possibility that the Bank or the Calculation Agent or any of their respective affiliates would act as a participating bidder in any such auction. In such capacity, any such entity may take certain actions which may influence the Auction Final Price including (without limitation): (a) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations which are not denominated in the auction currency into such currency for the purposes of the auction; and (b) submitting bids, offers and physical settlement requests with respect to the relevant Deliverable Obligations. In deciding whether to take any such action (or whether to act as a participating bidder in any auction), the Bank or the Calculation Agent or any of their respective affiliates shall be under no obligation to consider the interests of any Noteholder.

(x) Role of the Credit Derivatives Determinations Committee

Prospective purchasers should note that the Credit Derivatives Determinations Committee has the power to make binding decisions on critical issues such as whether a Credit Event has occurred and, where Auction Settlement is specified as being applicable, which obligations are to be valued and whether an Auction should take place in accordance with and as more fully described in the Credit Derivatives Determinations Committees Rules issued, as amended from time to time and available on the website *www.cdsdeterminationscommittees.org* (or any successor website thereto). Consequently, where Auction Settlement is specified as being applicable in the applicable Pricing Supplement, or is elected to apply by the Calculation Agent as provided above, payments or deliveries under the Credit-Linked Notes may be affected by any such relevant decisions.

The institutions which are members of each Credit Derivatives Determinations Committee owe no duty to the Noteholders and have the ability to make determinations that may materially affect the Noteholders, such as the occurrence of a Credit Event or a Successor. A Credit Derivatives Determinations Committee may make determinations without action or knowledge of the Noteholders.

Noteholders may have no role in the composition of any Credit Derivatives Determinations Committee nor any control over the process for selecting institutions to participate on a Credit Derivatives Determinations Committee and, to the extent provided for in the Credit-Linked Notes, will be subject to the determinations made by such selected institutions in accordance with the DC Rules.

Noteholders may have no recourse against either the institutions serving on a Credit Derivatives Determinations Committee or the external reviewers. Institutions serving on a Credit Derivatives Determinations Committee and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the DC Rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the institutions on the Credit Derivatives Determinations Committee do not owe any duty to the Noteholders and the Noteholders will be prevented from pursuing claims with respect to actions taken by such institutions under the DC Rules.

Investors should note that the DC Rules may be amended from time to time without the consent or input of the Noteholders and the powers of the Credit Derivatives Determinations Committee may be expanded or modified as a result.

(xi) Credit Event and Successor Backstop Dates

Where the Credit-Linked Note Provisions apply, a Credit Event may be triggered if a request is submitted to ISDA for the relevant Credit Derivatives Determinations Committee to consider whether the relevant event constitutes a Credit Event or if a Credit Event Notice or a Notice of Publicly Available Information is delivered, within 60 calendar days of the occurrence of such Credit Event unless a Credit Event Determination Date has already occurred with respect to such event. For Successors, the lookback period is 90 calendar days and functions similarly. These changes mean that there is a time limit on the ability to act on a Credit Event or where there is a Successor and that it is possible that the Credit-Linked Notes could be affected by a Credit Event or a succession that took place prior to the Trade Date.

(xii) Movement Option

In certain circumstances, if following a Restructuring Credit Event a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) of the definition of No Auction Announcement Date, the Calculation Agent may elect, in its sole discretion, to exercise the Movement Option, by delivering an effective Notice to Exercise Movement Option to the Bank on or prior to the Movement Option Cut-off Date. If the Calculation Agent exercises such option, the Parallel Auction Settlement Terms shall apply for the purposes of determining the Auction Final Price. Noteholders should be aware that they do not have the right to exercise the Movement Option and therefore if the Calculation Agent elects not to exercise the Movement Option, the Credit-Linked Notes shall be redeemed in accordance with the Fallback Settlement Method.

(xiii) ISDA Credit Derivatives Definitions

Whilst there are many similarities between the terms used in the Credit-Linked Note Provisions and the 2014 ISDA Credit Derivatives Definitions (published on 21 February, 2014) (the "**2014 ISDA Definitions**"), there are many substantial differences and a prospective investor should understand that the complete terms and conditions of the Credit-Linked Notes are as set out in the Conditions and the applicable Pricing Supplement (including the Credit-Linked Note Provisions) and that the 2014 ISDA Definitions are not incorporated by reference herein. Consequently, investing in Credit-Linked Notes is not necessarily equivalent to investing in a credit default swap that incorporates the 2014 ISDA Definitions.

While ISDA has published and, where appropriate, supplemented the 2014 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2014 ISDA Definitions and the terms applied to credit derivatives generally, including Credit-Linked Notes are subject to further evolution. Past events have shown that the view of market participants may differ as to how the 2014 ISDA Definitions operate or should operate. As a result of the continued evolution of the market, the Credit-Linked Notes may not conform to future market standards. Such a result may have a negative impact on the Credit-Linked Notes and there can be no assurances that changes to the terms applicable to credit derivatives generally will be predicable or favourable to the Bank or the Noteholders.

The structure of a particular issue of Credit-Linked Notes

(i) Credit default risk with respect to the Reference Entity in addition to credit default risk with respect to the Bank

The payment of principal and interest, if any, on any Credit-Linked Notes is contingent upon each Reference Entity's satisfaction of its present and future financial obligations and holders will be exposed to credit default risk with respect to each Reference Entity in addition to credit risk with respect to the Bank.

If one or more Reference Entities experience a Credit Event during the credit protection period, and the related Credit Event Notice is delivered or deemed delivered during the Notice Delivery Period, Credit-Linked Notes will be subject to mandatory redemption in accordance with the applicable Settlement Method or, if a Fallback Settlement Event occurs, the applicable Fallback Settlement Method.

The Credit Event that is the subject of the Credit Event Notice does not have to be continuing on the date of the Credit Event Notice or subsequently. Accordingly, holders of Credit-Linked Notes are exposed to credit default risk with respect to the Reference Entity for Credit Events that may be cured or waived subsequent to their occurrence

(ii) A Credit Event may occur even if the Bank does not suffer loss

The Bank's obligations in respect of the Credit-Linked Notes are irrespective of the existence or the amount of such Bank's or its affiliate's credit exposure to a Reference Entity and such Bank and/or any affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

(iii) Verification of Credit Event

Prospective holders of Credit-Linked Notes should note that in certain circumstances, there may be no requirement for the Bank to give information which is generally publicly available in relation to the occurrence of a Credit Event. If a Credit Event occurs in respect of an Obligation of a Reference Entity which is not public, holders of the Credit-Linked Notes may not be able to verify the occurrence of such Credit Event.

(iv) Deliverable Obligations and Valuation Obligations with the lowest market value

Where Physical Settlement or Cash Settlement is applicable, upon the occurrence of a Credit Event and the delivery of the Credit Event Notice and if applicable, the Notice of Physical Settlement, the Bank has the discretion to choose the Deliverable Obligations to be delivered to holders if Physical Settlement applies and/or the Valuation Obligations to be valued if Cash Settlement applies. It is likely that the Deliverable Obligations and/or the Valuation Obligations selected by the Bank will be Deliverable Obligations and/or Valuation Obligations of the Reference Entity with the lowest market value that are permitted to be delivered or valued pursuant to the terms of the Credit-Linked Notes. This could result in a lower recovery value and hence greater losses for investors in the Credit-Linked Notes and in the case of Cash Settlement, this may be significantly delayed to allow for all relevant Valuation Dates to occur.

(v) Interest

Upon the delivery of a Credit Event Notice with respect to a Credit Event by the Calculation Agent to the Bank, interest on any interest bearing Credit Linked Notes will cease to accrue as of (i) the Interest Payment Date immediately preceding the Credit Event Determination Date (or, if none, on the Interest Commencement Date) if No Accrual of Interest upon Credit Event applies or (ii) the Credit Event Determination Date if Partial Accrual of Interest upon Credit Event applies.

(vi) Public Disclosure of Information by Reference Entities

The Pricing Supplement will not provide detailed information with respect to any Reference Entity, any financial or other risks relating to the business or operations of any Reference Entity in general, or the debt obligations of each Reference Entity in particular. Neither the Bank nor any of its affiliates assume any responsibility for the adequacy or accuracy of any information about any Reference Entity that is contained in any of such Reference Entity's publicly available fillings. Investors in the Credit-Linked Notes should make their own investigation and investment decision with regard to each Reference Entity.

Neither the Bank nor the Calculation Agent will participate in the preparation of any public filings or other documentation of any Reference Entity or make any due diligence inquiry with respect to any Reference Entity. Neither the Bank nor the Calculation Agent makes any representation that such publicly available information regarding any Reference Entity is accurate or complete. Furthermore, none of the Bank, the Calculation Agent and any of their respective affiliates can give any assurance that all events occurring prior to the date of the applicable Pricing Supplement (including events that would affect the accuracy or completeness of the publicly available documents described above) that would affect the creditworthiness of the Reference Entity (including the creditworthiness of the Reference Entity at the time the Credit-Linked Notes are priced), or the trading price of the Credit-Linked Notes, have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning a Reference Entity could affect its creditworthiness and thereby the trading prices of the Credit-Linked Notes, the likelihood of a Credit Event under the Credit-Linked Notes and the Auction Cash Settlement Amount (if Auction Settlement applies), the Cash Settlement Amount (if Cash Settlement is applicable) or the value of any Deliverable Obligations that holders will receive in lieu of the cash amounts payable (if Physical Settlement is applicable).

(vii) Actions of Reference Entities

Actions of Reference Entities (for example, merger or demerger or the repayment or transfer of indebtedness) may adversely affect the value of the Credit-Linked Notes. The views of market participants and/or legal counsel may differ as to how the terms of market standard credit default swaps, and corresponding terms of the Credit-Linked Notes, should be interpreted in the context of such actions, or such terms may operate in a manner contrary to the expectations of market participants and/or adversely to the interest of holders of the Credit-Linked Notes. Noteholders should be aware that the Reference Entities to which the value of the Credit-Linked Notes is exposed, and the terms of such exposure, may change over the term of the Credit-Linked Notes.

(viii) Payments on the Credit-Linked Notes may be deferred or suspended

If, following the occurrence of a Credit Event Determination Date but prior to (x) the Physical Settlement Date or Auction Settlement Date or, to the extent applicable, a Valuation Date or (y) in the case of Fixed Recovery Credit Linked Notes, the relevant Cut-Off Date, there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of the Credit-Linked Note Provisions and the definitions of Credit Event Redemption Date, Valuation Date, Settlement Notice, Physical Settlement Notice, Physical Settlement Period, and any other provision of the Credit-Linked Note Provisions and/or the applicable Pricing Supplement shall toll and be suspended and remain suspended until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal.

Prospective investors who consider purchasing any Credit-Linked Notes should reach an investment decision only after carefully considering the suitability of such Notes in light of their particular circumstances.

Notes issued as "sustainable bonds" may not be a suitable investment for all investors seeking exposure to sustainable, green, and/or social assets

The Bank may issue Notes under the Programme where the use of proceeds is specified in the applicable Pricing Supplement for a Series of Notes as being Sustainable Bonds and/or for the financing and/or refinancing, in whole or in part, of future and/or existing eligible businesses and eligible projects, including the Bank's own operations that promote sustainable, environmentally friendly and/or social activities as may be specified in the applicable Pricing Supplement (see further under "Use of Proceeds") (any such Notes, "**Sustainable Bonds**").

The Bank will exercise its judgement and sole discretion in determining the businesses and projects that will be financed by the proceeds of Sustainable Bonds. If the use of the proceeds of Sustainable Bonds is a factor in an investor's decision to invest in Sustainable Bonds, they should consider the disclosure in "Use of Proceeds" set out in the applicable Pricing Supplement for the relevant Series of Notes and this Offering Circular and consult with their legal or other advisers before making an investment in Sustainable Bonds. While it is the intention of the Bank, no assurance is given by the Bank, the Arrangers or the Dealers that any of the businesses and projects funded with the proceeds from Sustainable Bonds will meet any environmental, sustainability, social and/or other criteria ("**Sustainability Criteria**") (as further described in the Sustainable Financing Framework, as defined in the section entitled "Sustainable Bond Framework") or an investor's expectations or requirements, whether as to sustainability impact or outcome or otherwise.

Furthermore, while the intention of the Bank is to apply the net proceeds of the relevant Sustainable Bonds as may be described in "Use of Proceeds" set out in the applicable Pricing Supplement for the relevant Series of Notes and this Offering Circular, there is no contractual obligation to allocate the proceeds of such Sustainable Bonds to finance eligible businesses and projects or to provide annual progress reports as may be described therein.

The Bank's failure to so allocate or report the failure of any of the businesses and projects funded with the proceeds from Sustainable Bonds to meet any Sustainability Criteria, the failure of external assurance providers to opine on the Sustainable Bonds' conformity with any Sustainability Criteria, or the cessation of the listing or admission of Sustainable Bonds to trading on any dedicated "sustainable", "green", "environmental", "social" or other equivalently-labelled segment of any stock exchange or securities market (where applicable) will not constitute an Event of Default with respect to the relevant Sustainable Bonds or give rise to any other claim by a holder of such Sustainable Bonds against the Bank. Any such failure may affect the value of the relevant Sustainable Bonds and/or have adverse consequences for certain investors with portfolio mandates to invest in sustainable or green assets or for a particular purpose.

The definition (legal, regulatory or otherwise) of, and market consensus for a particular project to be defined as, a "sustainable", "green", "social" or equivalently labelled project or business is still under development. On June 18, 2020, Regulation (EU) No. 2020/852 on the establishment of a framework to facilitate sustainable investment was adopted by the Council and the European Parliament (the "**Taxonomy Regulation**"). The Taxonomy Regulation establishes a single EU-wide classification system, or "taxonomy", which provides companies and investors with a common language for determining which economic activities can be considered environmentally sustainable. The Taxonomy Regulation will apply from January 1, 2022, and remain subject to the adoption of delegated regulations and/or regulatory technical standards thereunder.

As a result there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "sustainable", "green", "social" or an equivalently labelled project or business, nor as to what precise attributes are required for a particular project or business to be defined as "sustainable", "green", "social" or such other equivalent label. Accordingly, while it is the intention of the Bank, no assurance is or can be given by the Bank, the Arrangers or the Dealers to investors that any projects or

uses the subject of, or related to, any of the businesses and projects funded with the proceeds from Sustainable Bonds will meet any or all investor expectations regarding such "sustainable", "green", "social" or other equivalently-labelled performance objectives or that any adverse sustainable, environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from Sustainable Bonds. None of the Bank, the Arrangers or the Dealers makes any representation as to the suitability of the Sustainable Bonds to fulfil any Sustainability Criteria required by prospective investors, or as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion or certification of any third party (whether or not solicited by the Bank) which may be made available in connection with the issue of Sustainable Bonds. For the avoidance of doubt, no Sustainable Financing Framework, Sustainability Criteria, report, assessment, opinion or certification of any third party (whether or not solicited by the Bank) is, nor shall they be deemed to be, incorporated in and/or form part of this Offering Circular. Any such report, assessment, opinion or certification is not, nor should be deemed to be, a recommendation by the Bank, the Arrangers, the Dealers or any other person to buy, sell or hold Sustainable Bonds. Any report, assessment, opinion or certification of any third party (whether or not solicited by the Bank) is only current as at the date that it was initially issued. Prospective investors must determine for themselves the relevance of any such report, assessment, 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 Bonds. The providers of such reports, assessments, opinions and certifications are not currently subject to any specific regulatory or other regime or oversight. None of the Arrangers or the Dealers have undertaken, nor are they responsible for, any assessment of any framework or eligibility criteria for the Sustainable Bonds, any verification of whether any of the businesses or projects meet any applicable eligibility criteria, or the monitoring of the use of proceeds of the Sustainable Bonds.

If Sustainable Bonds are at any time listed or admitted to trading 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 Bank, any Arranger, any Dealer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own bylaws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect sustainability, environmental or social impact of any projects or uses, the subject of or related to, any of the businesses and projects funded with the proceeds from Sustainable Bonds. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Bank, any Arranger, any Dealer or any other person that any such listing or admission to trading will be obtained in respect of Sustainable Bonds or, if obtained, that any such listing or admission to trading will be maintained during the life of the relevant Sustainable Bonds.

While it is the intention of the Bank to apply the net proceeds of any Sustainable Bonds and (where applicable) obtain and publish the relevant reports, assessments, opinions and certifications in, or substantially in, the manner described in "Use of Proceeds" set out in the applicable Pricing Supplement and this Offering Circular, there can be no assurance that the Bank will be able to do this. Nor can there be any assurance that any eligible projects (where applicable) will be completed within any specified period or at all or with the results or outcome (whether or not related to sustainability) as originally expected or anticipated by the Bank. None of the Arrangers or Dealers will verify or monitor the application of proceeds of any Sustainable Bonds during the life of the relevant Sustainable Bonds.

Any such event or failure to apply the net proceeds of any issue of Sustainable Bonds for any eligible businesses or projects or to obtain and publish any such reports, assessments, opinions and certifications, or any withdrawal of any report, assessment, opinion or certification as described above, or any such report,

assessment, opinion or certification attesting that the Bank is not complying in whole or in part with any matters for which such report, assessment, opinion or certification is reporting, assessing, opining or certifying on, and/or any such Sustainable Bonds no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid (where applicable), may have a material adverse effect on the value of such Sustainable Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Reinvestment Risk

If the Exempt Notes are redeemed early prior to a scheduled maturity for tax reasons or following an Illegality, a Disruption Event or an Administrator/Benchmark Event, an investor may not be able to reinvest the proceeds at an effective interest rate as high as the interest rate or yield (or potential interest rate or yield) on the Exempt Notes being redeemed and may only be able to do so at a significantly lower rate. Investors should consider such reinvestment risk in light of the investments available.

Administrator/Benchmark Event

The occurrence of an Administrator/Benchmark Event may cause early redemption or termination or adjustment of the Exempt Notes which may include selecting one or more successor benchmarks and making related adjustment(s) to the Exempt Notes, including if applicable to reflect increased costs. An Administrator/Benchmark Event may arise if any of the following circumstances occurs or may occur: (1) a benchmark is materially changed, permanently or indefinitely cancelled or an official sector entity prohibits its use, (2) (i) the relevant authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the benchmark or the administrator or sponsor of the benchmark is not obtained, (ii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iii) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn, or (3) a relevant supervisor officially announces the benchmark is or will be no longer representative of any relevant underlying market(s). If the Exempt Notes are redeemed or terminated for an Administrator/Benchmark Event there is no guarantee that the amount paid to investors will be equal to or higher than the investor's initial investment in the relevant Exempt Notes and such amount may be substantially less than the investor's initial investment.

Exempt Notes involving interest may be subject to Canadian Usury Laws

All Exempt Notes issued under the Programme are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Criminal Code (Canada) prohibits the receipt of "interest" at a "criminal rate" (namely, an effective annual rate of interest that exceeds 60 per cent.). Accordingly, the provisions for the payment of interest or a Final Redemption Amount in excess of the aggregate nominal amount of the Exempt Notes may not be enforceable if the provision provides for the payment of "interest" in excess of an effective annual rate of interest of 60 per cent. If any Exempt Notes are found not to be enforceable in whole or in part as a result of such prohibition, Noteholders may not be able to collect some or all of the interest owing on the Exempt Notes.

4. Exempt Notes denominated in Renminbi are subject to additional risks

Exempt Notes denominated in Renminbi ("**RMB Notes**") may be issued under the Programme. RMB Notes contain particular risks for potential investors, including:

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

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

On the other hand, remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investment is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant currency control authorities or a close review by qualified local banks, on a case-by-case basis and is subject to a strict monitoring system. Qualified participating banks and clearing banks outside the PRC have already been permitted to engage in the settlement of current account trade transactions in Renminbi. Although regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items continue to develop gradually, qualified participating banks have been permitted to settle designated capital account items (e.g. direct capital investment and approved securities investments).Although, effective from October 1, 2016 the Renminbi was included in the Special Drawing Right basket as the fifth currency, (along with the U.S. dollar, the euro, Japanese yen and sterling) and the latest policies for further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies were implemented by the People's Bank of China (the "**PBoC**") jointly with five other PRC authorities from 4 February 2021, there is no assurance that the PRC government will continue to liberalise control over cross-border Renminbi remittances in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. If the Bank decided to remit some or all of the proceeds of issue of RMB Notes into the PRC in Renminbi, its ability to do so will be subject to obtaining (without guarantee) all necessary approvals from, or registration with, the relevant PRC government authorities. If the Bank does remit some or all of the proceeds of issue of RMB Notes into the PRC in Renminbi and the Bank subsequently is not able to repatriate funds outside the PRC in Renminbi, this may affect the ability of the Bank to source Renminbi to perform its obligations under the RMB Notes.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the RMB Notes and the Bank's ability to source Renminbi outside the PRC to service such RMB Notes

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. Whilst the PBoC has established Renminbi clearing and settlement mechanisms and entered into agreements on the clearing of Renminbi business with financial institutions that have been permitted to engage in the settlement of transactions in Renminbi in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), the current size of Renminbi denominated financial assets outside the PRC remains limited.

Renminbi business participating banks do not have direct Renminbi liquidity support from the PBoC. The Renminbi Clearing Banks only have access to onshore liquidity support from the PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In cases where the participating banks cannot source sufficient Renminbi through the above channels, they will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no

assurance that new PRC regulations will not be promulgated or the agreements on the clearing of Renminbi entered into by the PBoC and the relevant Renminbi Clearing Bank will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Notes. To the extent the Bank is required to source Renminbi in the offshore market to service its RMB Notes, there is no assurance that the Bank will be able to source such Renminbi on satisfactory terms, if at all.

An investment in the RMB Notes is subject to exchange rate risks

The value of the Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. In 2015, the PBoC implemented changes to the way it calculates the Renminbi's daily midpoint against the U.S. dollar to take into account market-maker quotes before announcing such daily midpoint. This change and others that may be implemented may increase the volatility in the value of the Renminbi against other currencies. Except in the limited circumstances as described in the Conditions, the Bank will make all payments of interest and principal with respect to the RMB Notes in Renminbi. As a result, the value of these Renminbi payments in U.S. dollars or other applicable foreign currency terms may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other applicable foreign currency, the value of a Noteholder's investment in U.S. dollar or other applicable foreign currency terms will decline.

An investment in the RMB Notes is subject to currency risk

If the Bank is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Notes when due, in whole or in part, in Renminbi in the relevant RMB Settlement Centre(s) as a result of Inconvertibility, Non transferability or Illiquidity, the Bank shall be entitled, on giving not less than five nor more than 30 days' irrevocable notice to the Noteholders prior to the due date for payment, to settle any such payment, in whole or in part, in U.S. dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal amount otherwise payable in Renminbi, as the case may be. See also "Exchange rate risks and exchange controls" below.

Payments in respect of the RMB Notes may be made only in the manner designated in the RMB Notes

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

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

Risk of increased interest rate volatility

The PRC government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for Renminbi in markets outside the PRC may significantly deviate from the interest rate for Renminbi in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions. In the case of RMB Notes carrying a fixed interest rate, the trading price of the RMB Notes will vary with fluctuations in the Renminbi interest rates.

There may be PRC tax consequences with respect to investment in the RMB Notes

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

Risks related to payment on the Exempt Notes in an Alternative Currency

The Bank's primary obligation is to make all payments of interest, principal and other amounts with respect to Exempt Notes in the relevant Specified Currency. However, if Alternative Currency Payment is specified to be applicable to the Exempt Notes and if access to the Specified Currency becomes restricted, the Bank will be entitled to make any such payment in the Alternative Currency at the rates, and in the manner, set out in Condition 6(f).

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

5. Risks related to the Exempt Notes generally

Set out below is a brief description of certain risks relating to the Exempt Notes generally:

Modification, Waivers and Substitution

The Terms and Conditions of the Exempt Notes contain provisions for calling meetings (including by way of conference call or by use of a videoconference platform) of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind (and to modify or waive certain Terms and Conditions of the Exempt Notes or covenants and agreements made by the Bank) 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, provided that an amendment, modification or variance that may affect the recognition of Bail-inable Notes by the Superintendent as TLAC, or any changes pursuant to the benchmark discontinuation provisions in Condition 4(n) that would change the effective maturity date of the Bail-inable Notes, shall be of no effect unless the prior approval of the Superintendent has been obtained. The Terms

and Conditions of the Exempt Notes also provide that if the Branch of Account is not in Canada, the Bank may change the Branch of Account for the deposits evidenced by an Exempt Note upon and subject to the provisions set forth in Condition 18.

In addition, pursuant to Condition 4(l), certain changes may be made to the Interest Calculation provisions of the Floating Rate Notes or Fixed Rate Reset Notes in the circumstances set out in Condition 4(l), without the requirement for the consent of the Noteholders. See "Floating Rate and Range Accrual Notes linked to "benchmarks" such as EURIBOR and other benchmark indices".

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

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

- vesting in CDIC the shares and subordinated debt of the Bank specified in the Order (a "**Vesting Order**");

- appointing CDIC as receiver in respect of the Bank (a "**Receivership Order**");

- if a Receivership Order has been made, directing the Minister of Finance to incorporate a federal institution designated in the Receivership Order as a bridge institution wholly-owned by CDIC and specifying the date and time as of which the Bank's deposit liabilities are assumed by such bridge institution (a "**Bridge Bank Order**"); or

- if a Vesting Order or Receivership Order has been made, directing CDIC to carry out a conversion, by converting or causing the Bank to convert, in whole or in part – by means of a transaction or series of transactions and in one or more steps – the shares and liabilities of the Bank that are subject to the Bail-in Regime into common shares of the Bank or any of its affiliates (a "**Conversion Order**").

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

Under a Bridge Bank Order, CDIC has the power to transfer the Bank's insured deposit liabilities and certain assets and other liabilities of the Bank to a bridge institution. Upon the exercise of that power, any assets and liabilities of the Bank that are not transferred to the bridge institution would remain with the Bank, which would then be wound up. In such a scenario, any liabilities of the Bank, including any outstanding Exempt Notes,

that are not assumed by the bridge institution could receive only partial or no payment in the ensuing wind-up of the Bank.

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

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

The Bank has operations in a number of countries outside of Canada, including in particular the United States and the UK. In accordance with the Financial Stability Board's "Key attributes of effective Resolution Regimes for Financial Institutions" dated October 15, 2014, local resolution authorities should have resolution powers over local branches of foreign firms and the capacity to use their powers either to support a resolution carried out by a foreign home authority (for example, by ordering a transfer of property located in its jurisdiction to a bridge institution established by the foreign home authority) or, in exceptional cases, to take measures on its own initiative where the foreign home authority is not taking action or acts in a manner that does not take sufficient account of the need to preserve the local jurisdiction's financial stability or where other relevant conditions are met.

The UK has implemented such powers and, as such, they may apply to the Bank's London branch. It is therefore possible that resolution authorities in countries where the Bank has branches or assets, including the United States and the UK, may adversely affect the rights of holders of the Exempt Notes, including by using any powers they may have to write down or convert the Exempt Notes (particularly those governed by local law where the Branch of Account specified in the applicable Offering Circular is in the relevant local jurisdiction). For further information on the risks related to the use of resolution powers by authorities in the UK, please see "*UK resolution risks applicable to the Exempt Notes*" above.

No obligation to maintain listing

The Bank is not under any obligation to Noteholders to maintain any listing of Exempt Notes. If at any time the Bank after exhausting its reasonable endeavours, is unable to comply with the requirements for maintaining the listing of the Notes on any such stock exchange on which the Exempt Notes are listed or if the Bank in good faith determines the maintenance of such listing has become unduly onerous, the Bank will use its reasonable endeavours to obtain and maintain a listing of the Exempt Notes on some other major stock exchange or exchanges in the EEA or the UK determined by it (including a market which is not a Regulated Market or a market outside of the EEA or the UK) provided such stock exchange shall be commonly used for the listing and trading of debt securities in the international bond markets.

Although there is no assurance as to the liquidity of Exempt Notes as a result of the listing on any market, de-listing such Exempt Notes may have a material effect on an investor's ability to (i) continue to hold such exempt Notes or (ii) to resell such Exempt Notes.

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

As a result of the credit crisis in Europe, in particular in Greece, Italy, Ireland, Portugal and Spain, the European Commission created the European Financial Stability Facility (the "**EFSF**") and the European Financial Stability Mechanism (the "**EFSM**") to provide funding to Euro-zone countries in financial difficulties that seek such support. Despite these measures, concerns persist regarding the debt burden of certain Euro-zone countries and their ability to meet future financial obligations, the overall stability of the euro and the suitability of the euro as a single currency given the diverse economic and political circumstances in individual

Member States of the EEA. These and other concerns could lead to the re-introduction of individual currencies in one or more Member States of the EEA, or, in more extreme circumstances, the possible dissolution of the euro entirely. Should the euro dissolve entirely, the legal and contractual consequences for holders of euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Exempt Notes.

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

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

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

Change of law

The Terms and Conditions of the Exempt Notes are based on the laws of the Province of Ontario and the federal laws of Canada applicable therein in effect as at the date of issue of the relevant Exempt Notes. No assurance can be given as to the impact of any possible judicial decision or change to the laws of the Province of Ontario or the federal laws of Canada applicable therein or administrative practice after the date of issue of the relevant Exempt Notes. Such changes in law may include, but are not limited to, changes in statutory, tax and regulatory regimes during the life of the Exempt Notes.

Change of tax law

Statements in this Offering Circular concerning the taxation of investors are of a general nature and are based upon current tax law and published government or administrative practice in the jurisdictions stated. Such law and government or administrative practice is, in principle, subject to change, possibly with retrospective effect, and this could adversely affect Investors.

In addition, any change in the Bank's tax status or in taxation legislation or government or administrative practice in a relevant jurisdiction could adversely impact (i) the ability of the Bank to service the Exempt Notes and (ii) the market value of the Exempt Notes.

Potential conflict of Interest

Where the Calculation Agent is the Bank or an affiliate of the Bank, potential conflicts of interest may exist between the Calculation Agent and Noteholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Exempt Notes that may influence the amount receivable in respect of the Exempt Notes. In addition to providing calculation agency services to the Bank, the Calculation Agent and/or any of its affiliates may perform further or alternative roles relating to the Bank and any Series of Exempt Notes including, but not limited to, for example, making certain other determinations with regard to the Exempt Notes, indices, underlyings or otherwise, and/or being involved in arrangements relating to any underlying(s) (for example in the case of a proprietary index for example, as index sponsor). Furthermore, the Calculation Agent and/or any of its affiliates may contract with the Bank and/or enter into, or be interested in, transactions which relate to the Bank or the Exempt Notes or any underlying and/ or trading activities related to the reference rates or assets that are not for the account of Noteholders or on their behalf. As a result the Calculation Agent may face a conflict between its obligations as Calculation Agent and its and/or its affiliates' interests in other capacities, for example, facilitating transactions, including block trades and options and other derivatives transactions, for their customers and in accounts under their management. These trading activities, if they influence the price or the level of the reference rates or assets, could be adverse to the interests of the Noteholders. Subject to all regulatory obligations, none of the Bank, the Calculation Agent or their respective affiliates in respect of the Exempt Notes shall owe any duty or responsibility to any Noteholder to avoid any conflict or to act in the interests of any Noteholder. The Calculation Agent shall not have any responsibility to any Noteholder for any errors or omissions in any calculations or determinations in respect of the Exempt Notes and does not assume any obligations towards or relationship of agency or trust for or with any Noteholder.

The Bank, the Calculation Agent and/or any of their respective affiliates may be the sponsor of an underlying index and may publish values or prices in respect of such index. The Bank, the Calculation Agent and/or any of their respective affiliates may also from time to time engage in transactions involving such index or the underlying constituents for such index for their proprietary accounts or for other accounts under their management, subject to requirements of all applicable laws and regulations. The Bank, the Calculation Agent and/or any of their respective affiliates may also issue other derivative instruments in respect thereof. The Bank, the Calculation Agent and/or any of their respective affiliates may also act as underwriter in connection with future offerings of shares or other securities related to an issue of Notes or may act as financial adviser to certain companies or companies whose securities are underlying constituents of the index in respect of one or more issues of Exempt Notes or in a commercial banking capacity for such companies. These activities may have a positive or negative effect on the value of the underlying constituents of such index and consequently upon the value of the Exempt Notes.

The Bank, the Calculation Agent and/or any of their respective affiliates may have previously published, and may in the future publish, research reports relating to any index or its underlying constituents. The views expressed in this research may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Exempt Notes. Any of these activities may affect the levels, values or prices of the index and its underlying components and, therefore, the market value of the Exempt Notes. Moreover, other professionals who deal in these markets may at any time have views that differ significantly from the Bank, the Calculation Agent and/or any of their respective affiliates.

The Bank, the Calculation Agent, the Dealers and/or any of their respective affiliates may at the date hereof or at any time hereafter be in possession of information in relation to an underlying constituent of an index in respect of Exempt Notes that is or may be material and may or may not be publicly available to Noteholders. There is no obligation on any of the Bank, the Calculation Agent, the Dealers and/or any of their respective affiliates to disclose to any potential investors in Exempt Notes or to Noteholders any such information.

The Bank, the Calculation Agent, the Dealers and/or any of their respective affiliates may have existing or future business relationships with the issuer of, or other entity associated with, any underlying constituent of an index in respect of Exempt Notes (including, but not limited to, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Noteholder.

Bank liable to make payments when due on the Exempt Notes; no deposit insurance

The Bank is liable to make payments when due on the Exempt Notes. The Exempt Notes, which constitute deposit liabilities of the Bank for purposes of the Bank Act, will not be insured under the Canada Deposit Insurance Corporation Act or any other governmental insurance scheme of any other country, and will constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Bank and rank at least pari passu with all other unsubordinated and unsecured obligations of the Bank, present and future (except as otherwise prescribed by law and subject to the exercise of bank resolution powers) and without any preference among themselves.

Section 871(m) withholding may affect payments on the Exempt Notes

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

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

6. Risks related to the market generally

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

Risks relating to the secondary market generally

Exempt Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid and may be sensitive to changes in financial markets. Therefore, investors may not be able to sell their Exempt Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed liquid secondary market. This is particularly the case for Exempt Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors (such as Index Linked Notes) or for Exempt Notes which are not listed on any stock

exchange. These types of Exempt Notes generally would have a more limited secondary market and more price volatility than conventional debt securities.

Illiquidity may have a severely adverse effect on the market value of Exempt Notes and investors may suffer losses on the Exempt Notes in secondary market transactions even if there is no decline in the performance of the Bank. Accordingly, the Exempt Notes should not be viewed as trading instruments and investors should be prepared to hold the Exempt Notes to maturity. In addition, liquidity may be limited if the Bank makes large allocations to a limited number of investors.

In addition, Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date of this Offering Circular), whereby there is a potential lack of liquidity in the secondary market for instruments similar to the Exempt Notes. Such a lack of liquidity may result in Noteholders suffering losses in secondary market resales even if there is no decline in the performance of the assets of the Bank. The Bank cannot predict which of these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Exempt Notes and instruments similar to the Exempt Notes at that time.

Exchange rate risks and exchange controls

The Bank will pay principal and interest on the Exempt Notes in (a) the Specified Currency, or (b) if Alternative Currency Payment is specified to be applicable to the Exempt Notes, the Alternative Currency or (c) if the alternative currency payment provisions applicable to the RMB Notes are triggered, U.S. dollars (such relevant currency of payment being, the "**Settled Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Settled Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Settled Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Settled Currency would decrease (1) the Investor's Currency-equivalent yield on the Exempt Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Exempt Notes and (3) the Investor's Currency-equivalent market value of the Exempt Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal or receive payments in a significantly devalued Specified Currency.

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

Fixed Rate Notes bear interest at a fixed rate. Investors should note that (i) if market interest rates start to rise then the income to be paid on Fixed Rate Notes might become less attractive and the price the investors may get if they sell such Fixed Rate Notes could fall and (ii) inflation will reduce the real value of the Fixed Rate Note over time which may affect what investors can buy with the investments in the future and which may make the fixed interest rate on the Fixed Rate Notes less attractive in the future.

Credit ratings may not reflect all risks and are subject to change

One or more independent credit rating agencies may assign credit ratings to the Bank or the Exempt Notes. The ratings might not reflect the potential impact of all risks related to the Bank or the structure, market, additional factors discussed above, and other factors that may affect the value of the Exempt Notes. A credit

rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time. Investors may suffer losses if a credit rating assigned to the Exempt Notes does not reflect the then creditworthiness of such Exempt 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 EEA CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by 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 EEA 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 EEA 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 Exempt Notes changes for the purposes of the EEA 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 Exempt Notes may have a different regulatory treatment, which may adversely impact the value of the Exempt Notes and their liquidity in any secondary market.. Certain information with respect to the credit rating agencies is set out on the cover of this Offering Circular and in the section "Important Notice – Credit Rating Agencies". Credit ratings may be disclosed in the Pricing Supplement as applicable.

There is no assurance that a rating will remain for any given period of time or that a rating will not be suspended, lowered or withdrawn by the relevant rating agency if, in its judgement, circumstances in the future so warrant. In the event that a rating assigned to the Exempt Notes or the Bank is subsequently suspended, lowered or withdrawn for any reason and no person or entity is obliged to provide any additional support or credit enhancement with respect to the Exempt Notes, the Bank may be adversely affected, the market value of the Exempt Notes is likely to be adversely affected and the ability of the Bank to make payments under the Exempt Notes may be adversely affected.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and filed with the FCA shall be incorporated in, and form part of, this Offering Circular:

(1) the annual information form for the year ended October 31, 2020 dated December 1, 2020 (the "**2020 AIF**");

(2) the audited consolidated financial statements, which comprise the consolidated balance sheet as at October 31, 2020 and October 31, 2019 and the consolidated statements of income, changes in equity, comprehensive income and cash flows for the years ended October 31, 2020, October 31, 2019 and October 31, 2018 and notes, comprising a summary of significant accounting policies and other explanatory information (the "**2020 Financial Statements**"), prepared in accordance with International Financial Reporting Standards ("**IFRS**"), together with the auditor's reports thereon (excluding, for the avoidance of doubt, the auditor's report on internal control over financial reporting under Standards of the Public Company Accounting Oversight Board (United States));

(3) management's discussion and analysis for the year ended October 31, 2020 (the "**2020 MD&A**");

(4) unaudited interim consolidated financial statements for the three-month and nine-month periods ended July 31, 2021 with comparative unaudited interim consolidated financial statements for the three-month and nine-month periods ended July 31, 2020 (the "**Third Quarter 2021 Interim Financial Statements**");

(5) management's discussion and analysis for the three-month and nine-month periods ended July 31, 2021 (the "**Third Quarter 2021 MD&A**"); and

(6) the sections entitled "Terms and Conditions of the Exempt Notes" set out in the offering circulars dated July 16, 2020, July 11, 2019, September 24, 2018, January 19, 2018, January 20, 2017 and January 22, 2016, relating to the Programme (for the avoidance of doubt, the applicable Pricing Supplement for a Tranche of Exempt Notes will indicate the Terms and Conditions applicable to such Tranche and unless otherwise indicated in the applicable Pricing Supplement, the Terms and Conditions of all Exempt Notes issued after the date hereof shall be those set out in this Offering Circular).

In relation to ISM Notes only (and not in relation to any other Exempt Notes), any annual report (including the auditors' reports and audited consolidated financial statements) or unaudited consolidated interim financial statements prepared in relation to the Bank and filed with the FCA after the date of this Offering Circular is additionally deemed to be incorporated in and to form part of this Offering Circular.

In addition, the following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and form part of, this Offering Circular in respect of Exempt Notes other than ISM Notes:

(a) the Bank's most recently published annual information form;

(b) the Bank's most recently audited consolidated financial statements, together with the auditor's report thereon (excluding, for the avoidance of doubt, management's report on internal control over financial reporting and the report of the independent registered public accounting firm thereon) and management's discussion and analysis for the year then ended and, if published later, the Bank's comparative unaudited interim consolidated financial statements and management's discussion and analysis for the period then ended contained in the most recently published Quarterly Report to Shareholders; and

(c) any material change reports (excluding confidential material change reports) filed by the Bank with the various securities commission or similar authorities in Canada pursuant to the requirements of applicable securities legislation, after the date of this Offering Circular and during the currency of this Offering Circular;

provided that any statement contained herein or in a document all or the relative portion of which is or is deemed to be incorporated by reference shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained herein, in any other subsequently filed document which is or is deemed to be incorporated by reference in this Offering Circular, or in any supplement approved by the London Stock Exchange (including any documents incorporated by reference therein) modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

Any information contained in a document incorporated by reference herein which is not incorporated in, and does not form part of, this Offering Circular is either not relevant for investors or is contained elsewhere in this Offering Circular. Further, any information contained in documents incorporated by reference by documents which are themselves incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

Following the publication of this Offering Circular one or more supplements may be prepared by the Bank in accordance with the ISM Rulebook in respect of ISM Notes. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Offering Circular or in a document which is incorporated by reference in this Offering Circular. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Circular.

Copies of this Offering Circular, any supplementary offering circular and the documents incorporated by reference in this Offering Circular and any supplementary offering circular (but excluding (a) to (c) above unles otherwise incorporated in the Offering Circular as noted above or pursuant to a supplement under the ISM Rulebook) can be (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html under “Bank of Montreal” and the headline “ Publication of Offering Circular” and (ii) obtained without charge at the specified office in London, England of HSBC Bank plc, the issuing and principal paying agent for the Notes (the “**Agent**”) and from the Corporate Secretary’s Office of the Bank, 100 King Street West, 1 First Canadian Place, 10th Floor, Toronto, Ontario, Canada, M5X 1A1.

In the case of ISM Notes, the Bank will, if there is significant change to any matter in the Admission Particulars the inclusion of which is required by Section 80 of the FSMA, the ISM Rulebook or the London Stock Exchange, or a significant new matter arises, the inclusion of information in respect of which would have been so required if it had arisen when the Admission Particulars were prepared, prepare an appropriate amendment or supplement to this Offering Circular which, in respect of any subsequent issues of ISM Notes, shall constitute supplementary admission particulars as required by the ISM Rulebook. The Bank has undertaken to the Dealers in the Programme Agreement (as defined in “Subscription and Sale” below) that it will comply with the ISM Rulebook.

For the avoidance of doubt, unless specifically incorporated by reference into this Offering Circular, information contained on the above websites does not form part of this Offering Circular.

Except for (i) the financial information in respect of the year ended October 31, 2010 contained in the 2020 MD&A incorporated by reference herein (which has been prepared in accordance with Canadian generally accepted accounting principles as defined at that time) and (ii) the non-GAAP measures included in the Bank's 2020 MD&A and Third Quarter 2021 MD&A (whose basis of preparation is specified therein), the financial information of the Bank incorporated by reference or otherwise contained in this document has been prepared in accordance with IFRS.

ISSUE OF EXEMPT NOTES

Exempt Notes will be issued on a continuous basis in series (each a "**Series**") having one or more issue dates. Exempt Notes of the same Series shall have identical terms (or identical other than in respect of the first payment of interest), it being intended that each Exempt Note of a Series will be interchangeable with all other Exempt Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on different issue dates and at different issue prices. The specific terms of each Tranche will be set forth in a Pricing Supplement to this Offering Circular (the "**Pricing Supplement**").

PRICING SUPPLEMENT

In this section the expression "necessary information" means, in relation to any Tranche of Exempt Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Bank, of the rights attaching to the Exempt Notes and the reasons for the issuance and its impact on the Bank.

In the case of ISM Notes, such necessary information will be contained in the Offering Circular and the applicable Pricing Supplement unless, in accordance with the ISM Rulebook, any of such necessary information constitutes a significant new factor relating to the information contained in this Offering Circular in which case such information, together with all of the other necessary information in relation to the relevant series of Exempt Notes, may be contained in a supplement to the Offering Circular.

For a Tranche of Exempt Notes that is the subject of the Pricing Supplement, that Pricing Supplement will, for the purposes of that Tranche only, supplement this Offering Circular and must be read in conjunction with this Offering Circular (as may be supplemented). The terms and conditions applicable to any particular Tranche of Exempt Notes which is the subject of a Pricing Supplement are the Terms and Conditions as supplemented, amended and/or replaced to the extent described in the applicable Pricing Supplement.

With respect to a Tranche of ISM Notes to be admitted to trading, the applicable Pricing Supplement will be delivered to the London Stock Exchange and published in accordance with the ISM Rulebook on or before the date of issue of the ISM Notes of such Tranche.

ISSUE PROCEDURES

Exempt Notes will be issued in bearer form. The applicable Pricing Supplement will specify whether TEFRA C or TEFRA D Rules apply or, in the case of Exempt Notes with a maturity of one year or less, that the TEFRA Rules are not applicable. If TEFRA C Rules apply, each issue of Exempt Notes will initially be represented by a permanent global Note, without receipts, interest coupons or talons. If TEFRA D Rules apply, each issue of Exempt Notes will initially be represented by one or more temporary global Notes, without receipts, interest coupons or talons.

Unless otherwise specified in the applicable Pricing Supplement, each Tranche of Exempt Notes will either initially be represented by one or more temporary global Notes which (i) if the temporary global Notes are intended to be issued in new global note ("**NGN**") form as specified in the applicable Pricing Supplement, will be delivered on or prior to the relevant Issue Date to a common safekeeper (the "**Common Safekeeper**") for Euroclear and/or Clearstream, Luxembourg; or (ii) if the temporary global Notes are intended to be issued in classic global note ("**CGN**") form as specified in the applicable Pricing Supplement, will be delivered on or prior to the relevant Issue Date to a depositary or common depositary outside of the United States on behalf of Euroclear and/or Clearstream, Luxembourg (the "Common Depositary"). Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Bank and Agent.

If the global Note is in NGN form, Euroclear and/or Clearstream, Luxembourg will be notified by or on behalf of the Bank as to whether or not such global Note is intended to be held in a manner which would allow Eurosystem eligibility. Depositing the global Note with the Common Safekeeper 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 time or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. As of April 16, 2018, unsecured bank bonds issued by credit institutions not established in the EU (including the Exempt Notes) denominated in any currency are no longer eligible to be used as collateral in the Eurosystem.

Beneficial interests in a temporary global Note will be exchangeable for beneficial interests in a permanent global Note on or after the date falling not earlier than 40 days after the relevant issue date upon certification as to non-United States beneficial ownership (other than certain foreign branches of United States financial institutions and persons holding Exempt Notes through such foreign branches, to the extent permitted by United States Treasury Regulations). Notwithstanding the foregoing, each Tranche of Senior Notes having an original maturity of one year or less will initially be represented by one or more permanent global Notes deposited as aforesaid. Beneficial interests in a global Note will be credited to the securities clearance accounts of the owners of beneficial interests with the relevant clearing system. If an interest payment date for any Exempt Notes occurs while such Exempt Notes are represented by a temporary global Note, the related interest payment will be made (against presentation of the temporary global Note if the temporary global Note is issued in CGN form) only to the extent that certification of non-United States beneficial ownership has been provided by the owners of the beneficial interests to the relevant clearing system and a like certification (based on the certifications the clearing system has received) has been given by that clearing system to the Agent. No payment of principal or interest (if any) will be made on a temporary global Note on or after the date falling not earlier than 40 days after the issue date unless exchange for a beneficial interest in a permanent global Note is improperly refused by the Agent. Payments of principal or interest (if any) on a permanent global Note will be made through the relevant clearing system (against presentation or surrender, as the case may be, of the permanent global Note if the permanent global Note is in CGN form) without any requirement for further certification. Unless otherwise specified in the applicable Pricing Supplement, beneficial interests in a permanent global Note will be exchangeable for security-printed Definitive Notes, with receipts in respect of instalments of principal (if any) attached and (unless they are Zero Coupon Notes)

interest coupons and talons for further coupons (if any) attached only in the limited circumstances described under "Terms and Conditions of the Exempt Notes — Definitive Notes".

The following legend will appear on all Exempt Notes:

> "The deposit to which this instrument relates is not insured under the *Canada Deposit Insurance Corporation Act*."

The following legend will appear on all permanent global Notes and Definitive Notes with an original maturity of more than 365 days and on all receipts in respect of instalments of principal, interest coupons and talons relating to such Exempt Notes issued where TEFRA D Rules is specified in the applicable Pricing Supplement:

> "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

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

Temporary and permanent global Notes and Definitive Notes will be issued by the Agent acting on behalf of the Bank.

Any beneficial interest in a global Note of a Series that is exchanged for, or transferred to a person who takes delivery in the form of, an interest in another global Note of the same Series will, upon transfer, cease to be an interest in the former such global Note and become an interest in the other global Note and, accordingly, will thereafter be subject to all procedures applicable to beneficial interests in such other global Note for as long as it remains such an interest.

Direct Rights

Each global Note provides that the holder may cause such global Note, or a portion of it, to become due and repayable in the circumstances described under "Terms and Conditions of the Exempt Notes – Events of Default" by stating in the notice to the Agent the nominal amount of the Exempt Notes that are becoming due and repayable. If the principal in respect of such Exempt Note becoming due and repayable in such circumstances is not paid before 8:00 p.m. (London time) on the relevant due date, the holder of the global Note representing such Exempt Notes may elect for direct enforcement rights against the Bank in favour of persons with beneficial interests in such Exempt Notes equal to or greater than the Specified Denomination as accountholders within the relevant clearing systems. Following any such election of direct rights, the nominal amount of the global Note will be reduced by the nominal amount of the Exempt Notes subject to the election.

PRO FORMA PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which can be completed for each Tranche of Exempt Notes (including ISM Notes) and will contain such of the following information (which may be modified in relation to any particular issue of Exempt Notes by agreement between the Bank, the Agent (to the extent that the obligations of the Agent under the Programme are affected by such modification(s)) and the relevant Purchaser(s), as is applicable in respect of such Exempt Notes (all references to numbered Conditions being to the Terms and Conditions of the relevant Exempt Notes)).

IMPORTANT NOTICE

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 AS IT FORMS PART OF THE UNITED KINGDOM (THE "UK") DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (AS AMENDED, THE "UK PROSPECTUS REGULATION") FOR THE ISSUE OF EXEMPT NOTES DESCRIBED BELOW AND THE TERMS OF SUCH EXEMPT NOTES ARE SET OUT IN A PRICING SUPPLEMENT THAT IS EXEMPT FROM REQUIREMENTS OF THE UK PROSPECTUS REGULATION. THE UK FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED THIS PRICING SUPPLEMENT.

[MIFID II PRODUCT GOVERNANCE / TARGET MARKET – [appropriate target legend to be included.]]

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – [appropriate target legend to be included.]]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Exempt 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 / Directive 2014/65/EU (as amended, "MiFID II")]; (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the "Prospectus Regulation"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Exempt Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Exempt Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.][1]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Exempt 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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); (ii) a customer within the meaning of the provisions of the UK Financial Services and Markets Act 2000 (as amended, 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

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

point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK 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 Exempt Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Exempt Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.][2]

[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (the "**SFA**") - [*To insert notice if classification of the Notes is not "prescribed capital markets products ", pursuant to Section 309B of the SFA*].[3]]

[THESE EXEMPT NOTES ARE SUBJECT TO CONVERSION IN WHOLE OR IN PART – BY MEANS OF A TRANSACTION OR SERIES OF TRANSACTIONS AND IN ONE OR MORE STEPS – INTO COMMON SHARES OF BANK OF MONTREAL OR ANY OF ITS AFFILIATES UNDER SUBSECTION 39.2(2.3) OF THE *CANADA DEPOSIT INSURANCE CORPORATION ACT* (THE "CDIC ACT") AND TO VARIATION OR EXTINGUISHMENT IN CONSEQUENCE AND SUBJECT TO THE APPLICATION OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE OPERATION OF THE CDIC ACT WITH RESPECT TO THE EXEMPT NOTES.][4]

Pricing Supplement dated [ ]

Bank of Montreal
(the "Issuer")

LEI: NQQ6HPCNCCU6TUTQYE16

Issue of [Aggregate Nominal Amount of Tranche] [Description of Notes] [Senior Notes / Principal At Risk Notes] due [Maturity Date for Notes]

under the U.S.$20,000,000,000 Note Issuance Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to either Article 3 of Regulation (EU) 2017/1129 (the "**EU Prospectus Regulation**") or section 85 of the UK Financial Services and Markets Act 2000 (as amended, the "**FSMA**") or to supplement a prospectus pursuant to either Article 23 of the EU Prospectus Regulation or Regulation (EU) 2017/1129 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK Prospectus Regulation**"), in each case, in relation to such offer.

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[2] Legend to be included on front of the Pricing Supplement if the Notes potentially constitute "packaged" products and no key information document will be prepared or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".
[3] Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.
[4] Legend to be included on front of the Pricing Supplement if the Exempt Notes are Bail-inable Notes.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Offering Circular dated [●], 2021 [and the supplement[s] thereto dated [ ]]. This Pricing Supplement contains the final terms of the Notes for the purposes of the Conditions and must be read in conjunction with such Offering Circular [as so supplemented] in order to obtain all the relevant information.]

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Offering Circular dated [*original date*]. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular dated [●], 2021 [and the supplement[s] thereto dated [ ]], save in respect of the Conditions which are extracted from the Offering Circular dated [*original date*] and which are incorporated by reference therein, in order to obtain all the relevant information.]

[INVESTORS SHOULD REFER TO THE SECTION HEADED "RISK FACTORS" IN THE OFFERING CIRCULAR FOR A DISCUSSION OF CERTAIN MATTERS THAT SHOULD BE CONSIDERED WHEN MAKING A DECISION TO INVEST IN THE NOTES.]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.*]

1.	Issuer:		Bank of Montreal
2.	(Branch)		[*specify Branch*] [Main branch in Toronto] [London Branch]
	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[Not Applicable] [The Notes shall be consolidated and form a single Series and be interchangeable for trading purposes with the [insert description of Series] on [the Issue Date] [exchange of the temporary global Note for interests in the permanent global Note, as referred to in paragraph [32] below, which is expected to occur on or about [insert date]].
3.	Specified Currency or Currencies: - of denomination - of payment		[ ]

4.	Aggregate Nominal Amount:	
	[(i)] Series:	[*Insert total nominal amount of outstanding Tranches including the Tranche which is the subject of the Pricing Supplement*]
	[(ii) Tranche:	[ ]]
5.	Issue Price:	[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date (if applicable)*]]
6.	[(i)]Specified Denomination(s):	[ ] [*N.B. ISM Notes must have minimum denominations of at least* €100,000 *(or its equivalent in other currencies)*] [N.B. – *where multiple denominations above [ ] (or its equivalent) are being used, the following sample wording should be followed*: [ ] [and integral multiples of [ ] in excess thereof up to and including [ ]. No Notes in definitive form will be issued with a denomination above [ ].]*** [*** If Item 29 indicates that a Global Note is exchangeable for Definitive Notes at the option of a Noteholder, the Specified Denominations may not include integral multiples]
	[(ii)] Calculation Amount:	*[If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor] [Note – there must be a common factor in the case of two or more Specified Denominations.]*
7.	[(i)] Issue Date:	[ ]
	[(ii)] Interest Commencement Date:	[*Specify*] [Issue Date] [Not Applicable]
8.	Maturity Date:	[ ][, subject to adjustment for payment purposes only in accordance with the Modified Following Business Day Convention] [[Interest Payment Date falling in or nearest to [ ] [and subject to paragraph 6 (*Deferral of Certain Dates*) of the Credit-Linked Note Provisions.] *For Fixed Rate, specify date or for Floating Rate, specify the Interest Payment Date falling in or nearest to the relevant month and year.*

9.	Interest Basis:	[[ ] per cent. Fixed Rate] [[ ] per cent. to be reset on [ ] [and [ ]] and every [ ] anniversary thereafter Fixed Rate Reset] [[ ] per cent. Fixed Rate with a Step-Up [subject to change as indicated in paragraph 11 below] [SONIA] [€STR] [ ] month [*currency*] [EURIBOR] [CDOR] [CNH HIBOR] [HIBOR] [Other (specify reference rate)] [ ] +/- [ ] per cent. [Floating Rate] [subject to change as indicated in paragraph 11 below] [Range Accrual Notes] [Zero Coupon] [Index Linked Interest] [Other (*specify*)] (further particulars specified below)
10.	Redemption / Payment Basis:	[Redemption at Nominal Amount] [Index Linked Redemption Amount] [Dual Currency] [Partly Paid] [Instalment] [If a Credit Event Determination Date has not occurred] (further particulars specified in item 21 below) [Other (specify)] (*If any interest payable on a Note, or any portion of the nominal amount of a Note in excess of its issue price, is to be calculated by reference to an index or formula, interest on the Note together with any such portion of principal may be subject to Canadian non-resident withholding tax. Additional opinions from Canadian tax counsel and additional Canadian tax disclosure in this Pricing Supplement may be required*.)
11.	Change of Interest or Redemption / Payment Basis:	[*Specify details of any provision for convertibility of Notes into another Interest or Redemption/Payment Basis*.]
12.	Put/Call Options:	[Noteholder Put Option] (*Noteholders' Option not applicable to Bail-inable Notes*) [Bank Call Option] [(further particulars specified below)]
13.	[(i)] Status of the Notes:	[Senior Notes] [Principal At Risk Notes]

[(ii)]	Date(s) of [Board] approval for issuance of Notes obtained:]	[ ] [Not Applicable] (*N.B. Only relevant where new resolution is required for the particular Tranche of Notes*)
14.	Bail-inable Notes:	[Yes] [No]
15.	Method of distribution:	[Syndicated] [Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. Fixed Rate Note Provisions

[Applicable] [Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*.)

[As specified below, payable in arrear:

Fixed Interest Period End Date	Rate of Interest (Step-Up) (per cent. per annum)
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]]

(i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually] [semi-annually] [quarterly] [monthly] [other (*specify*)] in arrear

(ii) Interest Payment Date(s): [[ ] [and [ ]] in each year, commencing [ ], up to and including the Maturity Date] [adjusted for [payment purposes only] [payment and interest accrual purposes] in accordance with the Business Day Convention specified in paragraph (iv) below]

(iii) Adjusted Fixed Interest Periods: [Applicable] [Not Applicable]

(iv) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]

(v) Additional Business Centre(s): [ ] [TARGET2] [Not Applicable]

(vi) Fixed Coupon Amount[(s)]: (*applicable to Notes in definitive form only. For the calculation of interest on Notes issued in global form see Condition 4(a)*) [[ ] per [ ] Calculation Amount] [Not Applicable]

(vii)	Broken Amount(s): (*applicable to Notes in definitive form only. For the calculation of interest on Notes issued in global form see Condition 4(a)*)	[Not Applicable] [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ].
(viii)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)] [Actual/Actual (ISDA)] [Actual/360] [30E/360] [Actual/365 (Fixed)] [other (*specify*)] (*Day Count Fraction should be Actual/Actual (ICMA) for all fixed rate issues other than those denominated in U.S. dollars unless otherwise agreed*.)
(ix)	Determination Dates:	[ ] in each year [insert Interest Payment Dates except where there are long or short periods. In these cases, insert regular Interest Payment Dates.] [*NB: only relevant where Day Count Fraction is Actual/Actual (ICMA)*]
(x)	Calculation Agent:	[[ ] shall be the Calculation Agent] [Not Applicable]
(xi)	Range Accrual:	[Applicable] [Not Applicable]
- Single Range Accrual Note:		[Applicable] [Not Applicable]
- Single Range Accrual Reference Rate:		[EURIBOR] [CMS] [CDOR] [CNH HIBOR] [HIBOR] [SONIA] [€STR] [other (*specify*)]
- Specified Currency:		[ ] [As set out in item 3 above]
- Specified Maturity:		[ ] [month[s]] [year[s]]
- Relevant Screen Page:		[ ]
- Relevant Time:		[ ] [As specified in Condition 4(c)(ii)]
- Relevant Financial Centre:		[ ] [Not Applicable]
- ISDA Rate:		[ ] [Not Applicable]
- ISDA Rate Designated Maturity:		[ ] [Not Applicable]
- Rate Cut Off Date:		[ ] [As specified in Condition 4(m)]

- CMS Spread:	[Applicable] [Not Applicable]
[- First Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Second Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Rate Cut Off Date:	[ ] [As specified in Condition 4(m)]
- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]
- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]

- Dual Range Accrual Note:	[Applicable][Not Applicable]
- Dual Range Accrual Reference Rate:	[EURIBOR] [CMS] [CDOR] [CNH HIBOR] [HIBOR] [SONIA] [€STR] [other (*specify*)]
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ] [As specified in Condition 4(c)(ii)]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Rate Cut Off Date:	[ ] [As specified in Condition 4(m)]
- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]
- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]
- Dual Range Accrual Reference Rate:	[EURIBOR] [CMS] [CDOR] [CNH HIBOR] [HIBOR] [SONIA] [€STR] [other (*specify*)]
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ] [As specified in Condition 4(c)(ii)]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]

- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]
- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]
- CMS Spread:	[Applicable] [Not Applicable]
[- First Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Second Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]

	- Rate Cut Off Date:	[ ] [As specified in Condition 4(m)]
	- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]
	- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]
	(xii) Minimum Rate of Interest	[[ ] per cent. per annum] [Not Applicable]
	(xiii) Maximum Rate of Interest	[[ ] per cent. per annum] [Not Applicable]
	(xiv) Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable] [*give details*]
17.	Fixed Rate Reset Note Provisions	[Applicable] [Not Applicable]
	(i) Initial Rate of Interest:	[ ] per cent. per annum [payable [annually/semi annually/quarterly/monthly] in arrear]
	(ii) Interest Payment Date(s):	[ ] [and [ ]] in each year [from and including [ ]] [until and excluding [ ]]
	(iii) First Reset Date:	[ ]
	(iv) Second Reset Date:	[[ ]/Not Applicable]
	(v) Anniversary Date:	[[ ]/Not Applicable]
	(vi) Reset Determination Dates:	[ ]
	(vii) Reset Rate:	[[semi-annual][annualised][Mid-Swap Rate] [Benchmark Gilt Rate][Reference Bond]
	(viii) Swap Rate Period:	[[ ]/Not Applicable]
	(ix) Screen Page:	[ICESWAP1]/[ICESWAP2]/[ICESWAP3]/ [ICESWAP4]/[ICESWAP5]/[ICESWAP6]/ [ ]/[Not Applicable

(x)	Fixed Leg:	[[semi-annual]/[annual] calculated on a[n Actual/365]/[30/360]/ [ ] day count basis]/[Not Applicable]
(xi)	Floating Leg:	[[3]/[6]/ [ ]-month [EURIBOR]/ [ ] rate calculated on an[Actual/365]/[Actual/360]/ [ ] day count basis]/[Not Applicable]
(xii)	Margin(s):	[+/-] [ ] per cent. per annum
(xiii)	Fixed Coupon Amount[(s)] in respect of the period from (and including) the Interest Commencement Date up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount]
(xiv)	Broken Amount(s):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]/[Not Applicable]
(xv)	Day Count Fraction:	[Actual/365] [Actual/365 (fixed)] [Actual/360] [30/360] [30E/360] [30E/360 (ISDA)] [Actual/Actual ICMA]
(xvi)	Determination Dates:	[ ] in each year/[Not Applicable]
(xvii)	Calculation Agent:	[ ]
(xviii)	Relevant Time	[11:00a.m.]/ [ ]] [Not Applicable]
18.	Floating Rate Note Provisions	[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*.)
(i)	Specified Period(s):	[ ] [Not Applicable]
(ii)	Specified Interest Payment Dates:	[ ] in each year [subject to adjustment in accordance with the Business Day Convention set out in (iv) below / not subject to any adjustment, as the Business Day Convention in (iv) below is specified to be No Adjustment] [Not Applicable]
(iii)	First Interest Payment Date:	[ ]

(iv)	Business Day Convention:	[Floating Rate Convention] [Following Business Day Convention] [Modified Following Business Day Convention] [Preceding Business Day Convention] [No Adjustment] [other (*give details*)]
(v)	Additional Business Centre(s):	[ ] [TARGET2] [Not Applicable]
(vi)	Manner in which the Rate(s) of Interest is/are to be determined:	[ISDA Determination] [Screen Rate Determination] [other (*give details*)]
(vii)	Calculation Agent:	[[ ] shall be the Calculation Agent] [Not Applicable]
(viii)	Screen Rate Determination:	[Applicable] [Not Applicable]
	- Reference Rate:	[ ] month [[SONIA] [ ] [EURIBOR] [CDOR] [CNH HIBOR] [HIBOR] [€STR]] [CMS Reference Rate/ Leveraged CMS Reference Rate/ Steepener CMS Reference Rate: [Unleveraged/ Leveraged] [CMS Rate:] [Reference Currency: [ ] CMS Maturity: [ ] Relevant Screen Page: [ ]] [CMS Rate 1:] [Reference Currency: [ ] CMS Maturity: [ ] Relevant Screen Page: [ ] Relevant Time: [ ] Relevant Financial Centre: [ ] [Not Applicable] ISDA Rate: [ ] [Not Applicable] ISDA Rate Designated Maturity: [ ] [Not Applicable] [CMS Rate 2:] [Reference Currency: [ ] CMS Maturity: [ ] Relevant Screen Page: [ ] Relevant Time: [ ] Relevant Financial Centre: [ ] [Not Applicable] ISDA Rate: [ ] [Not Applicable] ISDA Rate Designated Maturity: [ ] [Not Applicable]]

	Cap: [ ] per cent per annum [Not Applicable Floor: [ ] per cent per annum [Not Applicable] Leverage: [ ] per cent. [Not Applicable]
– Calculation Method:	[Compounded Daily Rate] [Compounded Index Rate] [Not Applicable]
– Observation Method:	[Lag] [Shift] *(in respect of SONIA)* [Not Applicable]
- Relevant Time:	[ ] [Not Applicable]
– Interest Determination Date(s):	[[ ] [London Banking Day] [TARGET2 Business Days] [U.S. Government Securities Business Day] prior to the end of each Interest Period] [Second London business day prior to the start of each Interest Period] [First day of each Interest Period] [Second day on which the TARGET2 System is open prior to the start of each Interest Period] [[ ] Business Day[s] prior to the start of each Interest Period][ ] [[ ] London Banking Day prior to the end of each [Interest Period] [Interest Accrual Period]]
- Relevant Financial Centre:	[London] [Brussels] [Hong Kong] [*Specify other*] [Not Applicable]
- Relevant Screen Page:	[Reuters page [ ]] [ ] [other page (*specify*)] (*In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*.)
- Observation Look-Back Period:	[[ ] London Banking Days] [Not Applicable]
-Relevant Number:	[ ] [Not Applicable] *(only relevant to SONIA where the Calculation Method is Compounded Index Rate. Note that this defaults to 2 if not included in the Pricing Supplement)*

- Reference Banks (if other than as set out in Condition 4(c)(ii)(B):	[ ]
(ix) ISDA Determination:	[Applicable] [Not Applicable]
- Floating Rate Option (which may refer to a Rate Option specified in the ISDA Definitions):	[ ]
- Designated Maturity:	[ ]
- Reset Date (if other than as set out in Condition 4(c)(ii)):	[ ]
- Any other relevant terms:	[ ]
(x) Linear Interpolation:	[Not Applicable] [Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation]
(xi) Margin(s):	[[+/-][ ]per cent. per annum] [Not Applicable]
(xii) Minimum Rate of Interest:	[[ ] per cent. per annum] [Zero per cent. per annum] [Not Applicable]
(xiii) Maximum Rate of Interest:	[[ ] per cent. per annum] [Not Applicable]
(xiv) Day Count Fraction:	[ ] [*See Condition 4(b)(iii) for definitions*.]
(xv) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[ ]
(xvi) Range accrual:	[Applicable] [Not Applicable]
- Single Range Accrual Note:	[Applicable] [Not Applicable]
- Single Range Accrual Reference Rate:	[EURIBOR] [CMS] [CDOR] [CNH HIBOR] [HIBOR] [SONIA] [€STR] [other (specify)]
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]

- Relevant Time:	[ ] [As specified in Condition 4(c)(ii)]
- Relevant Financial Centre:	[ ]
- Rate Cut Off Date:	[ ] [As provided in Condition 4(m)]
- CMS Spread:	[Applicable] [Not Applicable]
[- First Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Second Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Rate Cut Off Date:	[ ] [As specified in Condition 4(m)]
- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]

- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]
- Dual Range Accrual Note:	[Applicable] [Not Applicable]
- Dual Range Accrual Reference Rate:	[EURIBOR] [CMS] [CDOR] [CNH HIBOR] [HIBOR] [SONIA] [€STR] [other (specify)]
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ] [As specified in Condition 4(c)(ii)]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Rate Cut Off Date:	[[ ] [As specified in Condition 4(m)]
- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]
- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]
- Dual Range Accrual Reference Rate:	[EURIBOR] [CMS] [CDOR] [CNH HIBOR] [HIBOR] [SONIA] [€STR] [other (specify)]
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]

- Relevant Time:	[ ] [As specified in Condition 4(c)(ii)]
- Relevant Financial Centre:	[ ] [Not Applicable]
- ISDA Rate:	[ ] [Not Applicable]
- ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- CMS Spread:	[Applicable] [Not Applicable]
[- First Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ]
- ISDA Rate:	[ ] [Not Applicable]
-ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Second Reference Rate:	CMS
- Specified Currency:	[ ] [As set out in item 3 above]
- Specified Maturity:	[ ] [month[s]] [year[s]]
- Relevant Screen Page:	[ ]
- Relevant Time:	[ ]
- Relevant Financial Centre:	[ ] [Not Applicable]
-ISDA Rate:	[ ] [Not Applicable]
-ISDA Rate Designated Maturity:	[ ] [Not Applicable]
- Rate Cut Off Date:	[ ] [As specified in Condition 4(m)]
- Cap:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable]

		[For the purposes of the definition of "N1" in Condition 4(m), [less than or equal to][less than] shall apply.]
	- Floor:	[[ ] per cent. per annum [in respect of the Interest Period ending [ ]]] [Not Applicable] [For the purposes of the definition of "N1" in Condition 4(m), [greater than or equal to][greater than] shall apply.]
19.	Zero Coupon Note Provisions	[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*.)
	(i) Accrual Method	[Linear Accrual] [Compounding Accrual]
	(ii) Compounding basis:	[Annual] [Semi-annual] [ ] [Not Applicable]
	(iii) Accrual Yield:	[ ] per cent. per annum
	(iv) Reference Price:	[ ]
	(v) Any other formula / basis of determining amount payable:	[ ]
	(vi) Day Count Fraction in relation to Early Redemption Amounts and late payment:	[ ]
	(vii) Determination Dates:	[[ ] in each year] [Not Applicable]
20.	Index Linked/other variable-linked Note Provisions	[Applicable] [Not Applicable]
	(*If any interest payable on a Note, or any portion of the nominal amount of a Note in excess of its issue price, is to be calculated by reference to an index or formula, interest on the Note together with any such portion of principal may be subject to Canadian non-resident withholding tax. Additional opinions from Canadian tax counsel and additional Canadian tax disclosure in this Pricing Supplement may be required*.)	(*If not applicable, delete the remaining subparagraphs of this paragraph*.)
	(i) Index/Formula:	[*Give or annex details*]
	(ii) Name and address of party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Agent):	[ ]

	(iii)	Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable:	[Need to include a description of market disruption or settlement disruption events and adjustment provisions]
	(iv)	Determination Date(s):	[ ]
	(v)	Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[ ]
	(vi)	Interest or calculation period(s):	[ ]
	(vii)	Specified Interest Payment Dates:	[ ] [Not Applicable]
	(viii)	Business Day Convention:	[Floating Rate Convention] [Following Business Day Convention] Modified Following Business Day Convention] [Preceding Business Day Convention] [Not Applicable] [other (give details)]
	(ix)	Additional Business Centre(s):	[ ] [TARGET2] [Not Applicable]
	(x)	Minimum Rate/Amount of Interest:	[ ] per cent. per annum
	(xi)	Maximum Rate/Amount of Interest:	[ ] per cent. per annum
	(xii)	Day Count Fraction:	[ ]
	(xiii)	Other terms or special conditions[5]:	[ ] / [Not Applicable]
21.	Credit-Linked Note Provisions:		[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*.)
	(i)	First to Default:	[Applicable/Not Applicable] (*If applicable, specify Reference Entities in sub-paragraph (iii) below*.)
	(ii)	Linear Basket Credit Linked Notes:	[Applicable/Not Applicable]

[5] Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Notes sold in Canada.

(iii)	Reference Entities in the case of Linear Basket Credit Linked Notes or where First to Default applies:	[[ ]/Not Applicable]
(iv)	Reference Entity:	[[ ]/Not Applicable]
(v)	Reference Entity Notional Amount:	[(*Specify in respect of each Reference Entity in the case of Linear Basket Credit Linked Notes*)/ Not Applicable]
(vi)	Relevant Rate (for purpose of determining the Weighted Average Rate, if applicable):	[[ ] per cent./Not Applicable]
(vii)	Reference Obligation(s):	[[ ]/[Not Applicable] [Standard Reference Obligation [not] applicable] [Seniority Level: Senior Level/Subordinated Level]] (*To include the following if the Notes are cash settled. Delete if Standard Reference Obligation is applicable.*) (a) Primary Obligor: [*Specify*] (b) Guarantor: [*Specify*] (c) Maturity: [*Specify*] (d) Coupon: [*Specify*] (e) CUSIP/ISIN: [*Specify*]
(viii)	All Guarantees:	[Applicable/Not Applicable]
(ix)	Credit Events:	[Bankruptcy] [Failure to Pay] [Grace Period Extension [Applicable/Not Applicable]] [If Applicable: Grace Period: [ ] [calendar days/business days in [ ] (*specify jurisdiction(s)*)]] [Obligation Acceleration] [Obligation Default] [Repudiation/Moratorium] [Restructuring] Multiple Holder Obligation: [Applicable/Not Applicable] [[Mod R/Mod Mod R] applicable]] [Governmental Intervention] [*Other*]

(a) Financial Reference Entity Terms: [Applicable/Not Applicable]

(b) Subordinated European Insurance Terms: [Applicable/Not Applicable]

(c) Default Requirement: [ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]

(d) Payment Requirement: [ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]

(x) Notice of Publicly Available Information: [Applicable/Not Applicable]

[If Applicable:

Public Source(s): [ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]

Specified Number: [ ]

(xi) Obligation(s):

Obligation Category:
(*select one only*)

[Payment]
[Borrowed Money]
[Reference Obligations Only]
[Bond]
[Loan]
[Bond or Loan]

Obligation Characteristics:
(*select all of which apply*)

[Not Subordinated]
[Specified Currency: [ ]
[Not Sovereign Lender]
[Not Domestic Currency: Domestic Currency means: [ ]
[Not Domestic Law]
[Listed]
[Not Domestic Issuance]
[None]

Additional Obligation(s): [[ ]/Not Applicable]

(xii) Excluded Obligation(s): [[ ]/Not Applicable]

(xiii) Settlement Method: [Cash Settlement] / [Physical Settlement] / [Auction Settlement]

(xiv) Adjustment for Hedging Costs: [Applicable/Not Applicable]

(xv)	Accrued Interest:	[Include Accrued Interest] [Exclude Accrued Interest] [Not Applicable (if Fixed Recovery applies)]
(xvi)	Fallback Settlement Method:	[Cash Settlement] / [Physical Settlement] / [Not Applicable]
(xvii)	Limitation Dates subject to adjustment in accordance with Business Day Convention:	[Not Applicable] [Yes/No] (*Not applicable unless M(M)R Restructuring applies*)
(xviii)	Partial Accrual of Interest upon Credit Event:	[Applicable/Not Applicable]
(xix)	No Accrual of Interest upon Credit Event:	[Applicable/Not Applicable]
(xx)	Provisions relating to Monoline Insurer as Reference Entity:	The provisions set out in paragraph 14 of the Credit Linked Conditions [[do not] apply]
(xxi)	Provisions relating to Senior Non-Preferred Reference Obligations:	[The provisions set out in paragraph 15 of the Credit Linked Conditions [do not] apply]
(xxii)	Provisions relating to 2019 Narrowly Tailored Credit Event Provisions:	The provisions set out in paragraph 16 of the Credit Linked Conditions [do not] apply (*Include if the provisions relating to 2019 Narrowly Tailored Credit Event Provisions apply*) [Fallback Discounting: [Applicable] / [Not Applicable] Credit Deterioration Requirement: [Applicable] / [Not Applicable]]]
(xxiii)	Deliverable Obligations:	
	Deliverable Obligation Category:	[Payment] [Borrowed Money] [Reference Obligations Only] [Bond] [Loan] [Bond or Loan]
	Deliverable Obligations Characteristics:	[Not Subordinated] [Specified Currency: [ ]] [Not Sovereign Lender] [Not Domestic Currency: Domestic Currency means: [ ]] [Not Domestic Law] [Listed] [Not Domestic Issuance]

	[Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Maximum Maturity: [ ]] [Accelerated or Matured] [Not Bearer] [Not Applicable]
(xxiv) Sovereign No Asset Package Delivery:	[Applicable/Not Applicable]
(xxv) Additional Deliverable Obligation(s):	[[ ]/Not Applicable]
(xxvi) Interpretation of Provisions: (*see paragraph (e)(B) of the definition of "Deliverable Obligation"*)	[Applicable/Not Applicable]
(xxvii) Excluded Deliverable Obligation(s):	[[ ]/Not Applicable]
(xxviii) Auction Settlement:	[Applicable/Not Applicable]
(xxix) Terms relating to Cash Settlement:	[Applicable/Not Applicable]
(a) Credit Event Redemption Amount:	[[ ] per Calculation Amount] / [*Specify method of determination*] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply/Not Applicable (*in the case of Linear Basket Credit Linked Notes*)]
(b) Credit Event Redemption Date:	[[ ] Business Days] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply/Not Applicable (*in the case of Linear Basket Credit Linked Notes*)]
(c) Credit Event Payment Date:	[[ ] Business Days] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply] [Not Applicable] (*Specify "Not Applicable" unless the Notes are Linear Basket Credit Linked Notes.*)
(d) Fixed Recovery:	[Not Applicable] / [Applicable: Final Price means [ ] per cent.] (*If applicable, delete the sub-paragraphs (e) - (k) of this sub-paragraph*)

	(e) Valuation Date:	[Single Valuation Date: [[ ] Business Days] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]] [Multiple Valuation Dates: [[ ] Business Days; and each of the [ ] Business Days thereafter. Number of Valuation Dates: [ ]] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]
	(f) Valuation Time:	[ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]
	(g) Quotation Method:	[Bid/Offer/Mid-market/As per paragraph 21 of the Credit Linked Conditions]
	(h) Quotation Amount:	[ ]/ [Representative Amount] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]
	(i) Minimum Quotation Amount:	[ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]
	(j) Quotation Dealers:	[ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]
	(k) Valuation Method:	[Market/Highest] [Average Market/Highest/Average Highest] [Blended Market/Blended Highest] [Average Blended Market/Average Blended Highest] [As per paragraph 21 of the Credit Linked Conditions]
	(l) Other terms or special conditions:	[*Specify*] / [Not Applicable]
(xxx)	Terms relating to Physical Settlement:	[Applicable/Not Applicable]
	(a) Physical Settlement Period:	[[ ] Business Days] [Not Applicable]
	(b) Settlement Currency:	[ ] / [The provisions set out in paragraph 21 of the Credit Linked Conditions apply]
	(c) Indicative Quotations:	[Applicable/Not Applicable]
	(d) Partial Cash Settlement of Consent Required Loans:	[Applicable/Not Applicable]

	(e) Partial Cash Settlement of Assignable Loans:	[Applicable/Not Applicable]
	(f) Cut-Off Date:	[ ]
	(g) Other terms or special conditions:	[*Specify*] / [Not Applicable]
(xxxi)	Force Majeure Events:	[Applicable/Not Applicable] (*If Applicable, specify Relevant Jurisdiction*) [Relevant Jurisdiction: [ ]/[As specified in paragraph 12 of the Credit Linked Conditions]]
(xxxii)	Merger Event:	Paragraph 12 of the Credit Linked Conditions [Applicable/Not Applicable]
(xxxiii)	Reference Obligation Only Termination Amount:	[*Specify*] [Not Applicable]
(xxxiv)	Qualifying Participation Seller:	[*insert*] [Not Applicable]
22. Dual Currency Note Provisions:		[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*.)
(i)	Rate of Exchange/method of calculating Rate of Exchange:	[*Give or annex details*]
(ii)	Name and address of party, if any, responsible for calculating the principal and/or interest due (if not the Agent):	[ ]
(iii)	Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[*Need to include a description of market disruption or settlement disruption events and adjustment provisions*]
(iv)	Person at whose option Specified Currency(ies) is/are payable:	[ ]

PROVISIONS RELATING TO REDEMPTION

23. Bank Call Option		[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)
(a)	Optional Redemption Date(s):	[[ ][, subject to adjustment for payment purposes only in accordance with the Modified Following Business Day Convention]]

(b)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[ ] per Calculation Amount
(c)	Redeemable in part:	[Yes] [No]
(d)	If redeemable in part:	[Applicable] [Not Applicable]
	(i) Minimum Redemption Amount:	[[ ] per Calculation Amount] [Not Applicable]
	(ii) Maximum Redemption Amount:	[[ ] per Calculation Amount] [Not Applicable]
(e)	Notice period (if other than as set out in Condition 5(d)):	[ ] *If setting notice periods which are different to those provided in the Conditions, consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.*
24.	Noteholder Put Option	[Applicable] [Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*.)
(i)	Optional Redemption Date(s):	[ ]
(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[ ] per Calculation Amount
(iii)	Notice period (if other than as set out in Condition 5(d)):	[ ] *If setting notice periods which are different to those provided in the Conditions, consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*.
25.	Early Redemption for Illegality	[Applicable] [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
[(i)	Minimum Period:	[ ] days
(ii)	Maximum Period:	[ ] days]

26.	Early Redemption for a Disruption Event	[Applicable] [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	[(i) Minimum Period:	[ ] days
	(ii) Maximum Period:	[ ] days]
	[(iii) Trade Date:	[ ]
27.	Early Redemption for an Administrator/Benchmark Event	Applicable] [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	[(i) Minimum Period:	[ ] days
	(ii) Maximum Period:	[ ] days]
28.	Bail-inable Notes - TLAC Disqualification Event Call:	[Applicable] [Not Applicable]
	[(i) Minimum Period:	[ ] days
	(ii) Maximum Period:	[ ] days]
29.	Final Redemption Amount: (*If any interest payable on a Note, or any portion of the nominal amount of a Note in excess of its issue price, is to be calculated by reference to an index or formula, interest on the Note together with any such portion of principal may be subject to Canadian non-resident withholding tax. Additional opinions from Canadian tax counsel and additional Canadian tax disclosure in this Pricing Supplement may be required*.)	[Subject to the Credit-Linked Note Provisions,] [[ ] per Calculation Amount] [other (*give details*)] [See Appendix]
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked	
	(i) Index/Formula/variable:	[*Give or annex details*]
	(ii) Name and address of party responsible for calculating the Final Redemption Amount (if not the Agent):	[ ]

	(iii)	Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[ ]
	(iv)	Determination Date(s):	[ ]
	(v)	Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula is impossible or impracticable or otherwise disrupted:	[ ]
	(vi)	Payment Date:	[ ]
	(vii)	Minimum Final Redemption Amount:	[ ] per Calculation Amount
	(viii)	Maximum Final Redemption Amount:	[ ] per Calculation Amount
30.		Early Redemption Amount Early Redemption Amount(s) payable on redemption for taxation reasons, [TLAC Disqualification Event] [Illegality,] [Disruption Event,] [Administrator/Benchmark Event] on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in Condition 5(i)):	
31.		Other terms or special conditions relating to redemption:	[ ] [Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

32.	Form of Notes:	**Bearer Notes** [Temporary global Note exchangeable on or after [*specify Exchange Date*] for a permanent global Note which is exchangeable for Definitive Notes in the limited circumstances specified in Condition 2.] [Permanent global Note exchangeable for Definitive Notes in the limited circumstances specified in Condition 2.]
33.	New Global Note or Classic Global Note:	[New Global Note] [Classic Global Note]

34.	Additional Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable] [*give details*] (*Note that this item relates to the place of payment, and not interest period end dates, to which items 15(ii), 18(v) and 20(ix) relate*.)
35.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[No] [Yes. As the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made. (*give further details*)]
36.	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Not Applicable] [*give details*]
37.	Details relating to Instalment Notes: amount of each instalment ("**Instalment Amount**"), date on which each payment is to be made ("**Instalment Dates**"):	[Not Applicable] [*give details*]
38.	Redenomination:	[Not Applicable] [The provisions annexed to this Pricing Supplement apply.]
39.	Consolidation provisions:	[Not Applicable] [The provisions annexed to this Pricing Supplement apply.]
40.	Calculation Agent for purposes of Condition 6(f) (if other than the Agent):	[[ ] shall be the Calculation Agent] [Not Applicable]
41.	Calculation Agent for purposes of Condition 6(h) (RMB Notes) (if other than the Agent):	[[ ] shall be the Calculation Agent] [Not Applicable]
42.	RMB Settlement Centre:	[Hong Kong] [ ] [Not Applicable]
43.	Relevant Valuation Time for RMB Notes:	[Not Applicable] [[ ] in [ ]]
44.	Alternative Currency Payment:	[Applicable] [Not Applicable] [Alternative Currency: [ ]]
45.	Name and address of the Calculation Agent:	[ ] [Not Applicable][6]
46.	Other terms or special conditions:	[Not Applicable] [*give details*]

[6] Only applies to ISM Notes where Schedule 4 of the ISM Rulebook (Derivative Securities) applies.

[**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.]

[**PURPOSE OF PRICING SUPPLEMENT**

This Pricing Supplement comprises the final terms required for issue and admission to trading on [specify relevant stock exchange/market] of the Notes described herein pursuant to the U.S.$20,000,000,000 Note Issuance Programme of Bank of Montreal.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of Bank of Montreal:

By:

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing:	[None] [Application [has been / will be / is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to [the ISM] [*specify other relevant market – note this must not be an EEA regulated market or the London Stock Exchange's main market*] with effect from [ ].
(ii)	Admission to trading:	[Not Applicable] [*specify*] [Tranche[s] [ ] of the Notes [is/are] already admitted to [the ISM] [*specify relevant market – note this must not be an EEA regulated market or the London Stock Exchange's main market*] with effect from [ ].]

2. RATINGS

Ratings	[The Notes have not been specifically rated.] The Notes to be issued [have been] [are expected to be] rated: [S&P Global Ratings, acting through S&P Global Ratings Canada, a business unit of S&P Global Canada Corp.: [ ]] [Moody's Canada Inc.: [ ]] [Fitch Ratings, Inc.: [ ]]

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

[Save for any fees payable to the relevant [Managers/Purchaser], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.] [The relevant [Managers/Purchaser] and [their] [its] affiliates may 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.] / [ ] / [Not Applicable]

4. [*Fixed Rate Notes only* – YIELD

Indication of yield:	[ ]]

5. OPERATIONAL INFORMATION

ISIN:	[ ]

Common Code:	[ ]
[CFI Code]:	[[See/[[ ], as updated, and as set out on][1] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] [Not Applicable] [Not Available]
[FISN]:	[[See/[[ ], as updated, and as set out on][2] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] [Not Applicable] [Not Available]
[WKN or any other relevant codes]:	[ ] [Not Applicable]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable] [*give name(s) and number(s)*]
Delivery:	Delivery [against] [free of] payment
[Name and addresses of initial Paying Agents and depository agents in each country	[ ]][3]
Names and addresses of additional Paying Agent(s) (if any) and if applicable a statement that it or they should be sole Paying Agent(s) for the Series:	[Not Applicable] [*give name(s) and address(es)*]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes] [No] [Note that the designation "Yes" simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries ("**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 being satisfied that Eurosystem eligibility criteria have been met.] [While Whilst the designation is specified as "No" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the

[1] If ISM Notes to be issued, the CFI Code must be included; without this information ISM Notes cannot be admitted to the ISM.
[2] If ISM Notes to be issued, the FISN must be included; without this information ISM Notes cannot be admitted to the ISM.
[3] Only required for ISM Notes to which Schedule 4 of the ISM Rulebook (Derivatives Securities) applies.

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 European Central Bank being satisfied that Eurosystem eligibility criteria have been met.]

[Not Applicable]

6. U.S. TAX CONSIDERATIONS

The Issuer has determined that the Notes are [not] Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended. [Additional information regarding the application of Section 871(m) to the Notes will be available [at [ ]].]. [As at the date of this Pricing Supplement, the Issuer has not determined whether the Notes are Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Notes for these purposes. This is indicative information only, subject to change, and if the Issuer's final determination is different then it will give notice of such determination. Additional information regarding the application of Section 871(m) to the Notes will be available [at [ ]].][4] *If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required to determine if the Notes will be Specified Notes. If the Notes are Specified Notes, or if additional disclosure with respect to the 871(m) determination is required, include the "Additional information" sentence and specify where additional information may be found*.]

7. DISTRIBUTION

If syndicated, names of Managers: [Not Applicable] [*give names*]

If non-syndicated, name of Dealer: [Not Applicable] [*give name*]

[*(Include names of entities agreeing to underwrite the issue on a firm commitment basis and names of the entities agreeing to place the issue without a firm commitment*

[4] This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Pricing Supplement.

	or on a "best efforts" basis if such entities are not the same as the Managers. Where not all the issue is underwritten, a statement indicating the portion not covered)] [5]
Date of Subscription Agreement:	[ ] [6]
Additional selling restrictions (including any modifications to those contained in the Offering Circular noted above):	
United States of America:	[Regulation S, Category 2; TEFRA C, TEFRA D, or TEFRA Rules not applicable] [*Specify whether the Notes are subject to TEFRA C or TEFRA D Rules or whether the TEFRA Rules are not applicable*.]
Canada:	[Canadian Sales Permitted] [Canadian Sales Not Permitted] (*Must specify latter option for Principal At Risk Notes*) [*Specify "Not Applicable" or give details of any modifications or additions to those contained in the Offering Circular noted above*.]
Taiwan:	[Standard Taiwan Selling Restrictions applicable] [Formosa Selling Restrictions applicable]
Prohibition of Sales to EEA Retail Investors:	[Applicable] [Not Applicable] *(If the Exempt Notes clearly do not constitute "packaged" products, or the Exempt Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Exempt Notes may constitute "packaged" products and no key information document will be prepared, or if the Issuer wishes to prohibit offers to EEA retail investors for any other reason, "Applicable" should be specified)*

[5] Only required for ISM Notes to which Schedule 4 of the ISM Rulebook (Derivatives Securities) applies.
[6] Only required for ISM Notes to which Schedule 4 of the ISM Rulebook (Derivatives Securities) applies.

Prohibition of Sales to UK Retail Investors:	[Applicable] [Not Applicable] *(If the Exempt Notes clearly do not constitute "packaged" products, or the Exempt Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Exempt Notes may constitute "packaged" products and no key information document will be prepared or if the Issuer wishes to prohibit offers to UK retail investors for any other reason, "Applicable" should be specified)*
Prohibition of Sales to Belgian Consumers:	[Applicable] [Not Applicable]

8. USE OF PROCEEDS

[ ] [The Notes are specified as being "Sustainable Bonds" and the net proceeds for the sale of the Notes will be used for [ ].]

9. INFORMATION RELATING TO THE UNDERLYING[S][7]

[Need to include a statement setting out the type of underlying and details of where information on the underlyings can be obtained, including information about the past and future performance and volatility (as applicable) of each [underlying Reference Entity/Reference Obligation/other underlying] can be obtained from electronic sources and whether free of charge.]

[Where underlying is (i) a security, name of Issuer and ISIN; (ii) an interest rate, include a description of the interest rate and (iii) where underlying is an index, name of index, a description of the index if composed by the issuer or by any legal entity belonging to the same group and if not composed by the Issuer, an indication of where information about the index can be obtained; (iv) where underlying is a basket of underlyings a description of relevant weightings of each underlying in the basket and (v) where underlying does not fall within these categories, equivalent information about the underlying]

[*Identify source of all third party information.*]

10. TERMS AND CONDITIONS OF THE OFFER[8]

Conditions to which the offer is subject:	[Not Applicable / *give details*]
Total amount of the issue:	[Not Applicable / *give details.* If the amount is not fixed, include a description of the arrangements and time for announcing to the public the amount of the issue]
Details of the minimum and/or maximum amount of the application:	[Not Applicable / *give details*]

7 Delete unless Schedule 4 (Derivatives) of the ISM Rulebook applies to the Exempt Notes.
8 Delete unless Schedule 4 (Derivatives) of the ISM Rulebook applies to the Exempt Notes.

	Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable / *give details*]
11.	**ADDITIONAL INFORMATION**	[ ] [Not Applicable]
	[Costs and charges disclosure:	[ ] [ ]]

TERMS AND CONDITIONS OF THE EXEMPT NOTES

The following are the Terms and Conditions of the Exempt Notes, the relevant portion of which will be attached to, endorsed upon or incorporated by reference into each global Note and definitive Note, provided that the applicable Pricing Supplement in relation to any Exempt Notes (including ISM Notes) may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with such Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Exempt Notes (including ISM Notes). All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the applicable Pricing Supplement.

This Note is one of a Series of Notes (the "***Notes***"), which expression shall mean (i) in relation to any Notes represented by a Note in global form (a "Global Note"), units of the lowest Specified Denomination or Calculation Amount comprising or forming part of the Specified Denomination, if any, in the Specified Currency of the Notes, (ii) Definitive Notes (defined below) issued in exchange for a permanent Global Note, and (iii) any Global Note issued subject to, and with the benefit of, an Agency Agreement amended and restated as of July 16, 2021 (and as may be further amended or supplemented from time to time in accordance with the terms thereof) (the "**Agency Agreement**") and made between the Bank, HSBC Bank plc as issuing and principal paying agent (the "***Agent***", which expression shall include any successor as agent) and the other paying agent named therein (together with the Agent, the "***Paying Agents***", which expression shall include any additional or successor paying agents).

This Note is a Senior Note or a Principal At Risk Note depending upon the Status of the Notes indicated in the applicable Pricing Supplement.

As used herein, "***Series***" means all Notes which are denominated in the same currency and which have the same Maturity Date, Interest Basis, Redemption / Payment Basis and Interest Payment Dates (if any) (all as indicated in the applicable Pricing Supplement) and the terms of which (save for the Issue Date, the Interest Commencement Date and/or the Issue Price (as indicated as aforesaid)) are otherwise identical (including whether or not the Notes are listed) and the expressions "***Notes of the relevant Series***" and "***holders of Notes of the relevant Series***" and related expressions shall be construed accordingly. As used herein, "***Tranche***" means all Notes of the same Series with the same Issue Date. The Bank may create and issue additional Tranches in accordance with Condition 16 herein. The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement attached to or endorsed on this Note, which supplement the Terms and Conditions (the "***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 Tranche of Notes. References to the "***applicable Pricing Supplement***" are to Part A of the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

A copy of the Agency Agreement (which contains the form of Pricing Supplement) is available for inspection during normal business hours and upon reasonable notice at the specified office of the Agent in London, England and for collection without charge from the Treasury Department of the Bank, 100 King Street West, 1 First Canadian Place, 10th Floor, Toronto, Ontario, Canada, M5X 1A1. Copies of Pricing Supplements for Notes will only be obtainable by a Noteholder.

The holders of the Notes (the "***Noteholders***", which expression shall, in relation to any Notes represented by a Global Note, be construed as provided in Condition 1 herein), the holders of the coupons (the "***Couponholders***") and the holders of Receipts (the "***Receiptholders***") are deemed to have notice of, and

are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Pricing Supplement, which are binding on them.

Words and expressions defined in the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

References herein to "**RMB Notes**" are to Notes denominated in Renminbi. References herein to "**Renminbi**", "**RMB**" and "**CNY**" are to the lawful currency of the People's Republic of China (the "**PRC**") which, for the purposes of these Terms and Conditions, excludes the Hong Kong Special Administrative Region of the PRC, the Macau Special Administrative Region of the PRC and Taiwan.

1. Form, Title and Transfer

The Notes are issued in bearer form.

Bearer Notes of this Series are deposited on or prior to the relevant Issue Date (i) if the Notes are issued in new global note ("***NGN***") form as specified in the applicable Pricing Supplement, with a common safekeeper (the "***Common Safekeeper***") and (ii) if the Notes are issued in classic global note ("***CGN***") form as specified in the applicable Pricing Supplement, with a common depositary for Euroclear Bank SA/NV ("***Euroclear***") and Clearstream Banking S.A. ("***Clearstream, Luxembourg***"). Unless specified otherwise in the applicable Pricing Supplement, the Notes will be issued in CGN form. Any reference herein to Euroclear and/or Clearstream, Luxembourg (or the "***clearing systems***") shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Bank and the Agent (including SIX SIS AG ("***SIX SIS***")).

This Note is a Fixed Rate Note, a Fixed Rate Note with Step-Up, a Floating Rate Note, a Zero Coupon Note, a Range Accrual Note or an Index Linked Interest Note or any appropriate combination thereof, depending upon the Interest Basis specified in the applicable Pricing Supplement. This Note is also an Index Linked Redemption Amount Note (collectively with Index Linked Interest Notes, "***Index Linked Notes***" and each, an "***Index Linked Note***"), a Dual Currency Note, a Partly Paid Note, an Instalment Note, or a combination of any of the foregoing, depending upon the Redemption/Payment Basis specified in the applicable Pricing Supplement.

Notes in definitive form ("***Definitive Notes***") will be serially numbered in the Specified Currency and the Specified Denomination(s) and, if applicable, integral multiples of the Calculation Amount(s) in excess of the lowest Specified Denomination up to but excluding an integral multiple of the highest Specified Denomination. Interest bearing Definitive Notes (unless otherwise indicated in the applicable Pricing Supplement) will have interest coupons ("***Coupons***") and, if applicable, talons for further coupons ("***Talons***") attached. Definitive Notes repayable in instalments will have receipts ("***Receipts***") attached for the payment of the instalments of principal (other than the final instalment). Any reference herein to Coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons.

So long as the Notes are represented by a Global Note and the relevant clearing system(s) so permit, the Notes shall be tradeable only in nominal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) specified in the applicable Pricing Supplement and (unless otherwise specified in the applicable Pricing Supplement) higher integral multiples of at least 1,000 in the relevant currency as specified in the applicable Pricing Supplement (the "***Integral Amount***"), notwithstanding that no definitive Notes will be issued with a denomination above the Definitive Amount in

such currency. For the purposes of these Conditions, the "***Definitive Amount***" shall be equal to two times the lowest Specified Denomination minus the Integral Amount.

Subject as set out below, title to the Notes, Receipts and Coupons will pass by delivery. The holder of each Receipt or Coupon, whether or not such Receipt or Coupon is attached to a Note, in his capacity as such, shall be subject to and bound by all the provisions contained in the relevant Note. The Bank, the Agent and any other Paying Agents may deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out below. Unmatured Receipts and Receipts presented without the Definitive Note to which they appertain do not constitute valid obligations of the Bank.

For so long as any of the Notes are represented by a Global Note, each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg, as the case may be, as the beneficial owner of a particular nominal amount of such Global Notes (in which regard any certificate or other document issued by any such clearing system 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 Bank, the Agent or any other Paying Agent, as the case may be, as the holder of such nominal amount of such Notes for all purposes other than for the payment of principal and interest on such Notes, the right to which shall be vested, as against the Bank, the Agent or any other Paying Agent, as the case may be, solely in Euroclear and/or Clearstream, Luxembourg, as the case may be, in accordance with and subject to its terms (and the expressions "***Noteholder***", "***holder of Notes***" and related expressions shall be construed accordingly).

None of the Bank, the Agent or any other Paying Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in any Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

2. Definitive Notes

Beneficial interests in a permanent Global Note will (unless otherwise specified in the applicable Pricing Supplement) be exchangeable in whole for security-printed Definitive Notes only (i) if Definitive Notes are required to be provided by applicable law; (ii) in the case of a permanent Global Note deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg, if Euroclear or Clearstream, Luxembourg, as the case may be, is closed for business for a continuous period of at least 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or (iii) if an Event of Default (as defined in Condition 10) has occurred and is continuing and the relevant clearing system acting on instructions of any owner of a beneficial interest in the permanent Global Note having requested in writing Definitive Notes from the Agent. In the circumstances described above, the Bank will cause sufficient Definitive Notes to be executed and delivered as soon as practicable (and in any event within 45 days of the occurrence of any of the circumstances described in (ii) above or the making of the written request described in (iii) above) (the "***Permanent Exchange Date***") to the Agent and/or other Paying Agents, as the case may be, for completion, authentication and delivery, free of charge, to the relevant Noteholders.

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of the minimum Specified Denomination. In such a case a Noteholder who, as a result of trading such amounts,

holds a nominal amount of less than the minimum Specified Denomination may not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a nominal amount of Notes such that its holding amounts to a Specified Denomination.

3. Status of Notes

(a) Status of Senior Notes

The Senior Notes will constitute deposit liabilities of the Bank for purposes of the Bank Act. The Senior Notes will constitute legal, valid and binding unsubordinated and unsecured obligations of the Bank enforceable in accordance with their terms and will rank *pari passu* with all deposit and other unsubordinated liabilities of the Bank (except as otherwise prescribed by law and subject to the exercise of bank resolution powers) and without any preference amongst themselves. Unless otherwise specified in the applicable Pricing Supplement, the main branch of the Bank in Toronto will take the deposits evidenced by the Senior Notes, but without prejudice to the provisions of Condition 6. The Senior Notes will not be deposits insured under the *Canada Deposit Insurance Corporation Act* (the "**CDIC Act**").

(b) Status of Bail-inable Notes

This Condition 3(b) will apply in respect of all Senior Notes issued by the Bank that are identified as Bail-inable Notes in the applicable Pricing Supplement ("**Bail-inable Notes**"). All Senior Notes that (i) have an original or amended term to maturity of more than 400 days, have one or more explicit or embedded options, that if exercised by or on behalf of the Bank, could result in a maturity date that is more than 400 days from the date of issuance of the Senior Note or that have an explicit or embedded option that, if exercised by or on behalf of the Noteholder, could by itself result in a maturity date that is more than 400 days from the maturity date that would apply if the option were not exercised; and (ii) are not otherwise excluded (e.g. structured notes (as such term is used under the Canadian bank recapitalization regime for banks designated by the Superintendent of Financial Institutions (Canada) (the "**Superintendent**") as domestic systemically important banks (the "**Bail-in Regime**")) under the Bail-in Regime, will be identified as Bail-inable Notes in the applicable Pricing Supplement. Senior Notes that constitute structured notes (as such term is used under the Bail-in Regime) or are otherwise excluded under the Bail-in Regime will not be identified as Bail-inable Notes in the applicable Pricing Supplement.

By its acquisition of an interest in Bail-inable Notes, each Noteholder (which, for the purposes of this Condition 3(b), includes each holder of a beneficial interest in such Bail-inable Notes) is deemed to:

(i) agree to be bound, in respect of such Bail-inable Notes, by the CDIC Act, including the conversion of the Bail-inable Notes, in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of the Bail-inable Notes in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to such Bail-inable Notes (a "Bail-in Conversion");

(ii) attorn to the jurisdiction of the courts in the Province of Ontario in Canada with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes;

(iii) have represented and warranted to the Bank that the Bank has not directly or indirectly provided financing to the Noteholder for the express purpose of investing in Bail-inable Notes; and

(iv) acknowledge and agree that the terms referred to in paragraphs (i) and (ii), above, are binding on such Noteholder despite any provisions in these Conditions, any other law that governs the Bail-inable Notes and any other agreement, arrangement or understanding between such Noteholder and the Bank with respect to such Bail-inable Notes.

The applicable Pricing Supplement will indicate whether Senior Notes are Bail-inable Notes. All Bail-inable Notes will be subject to Bail-in Conversion.

Noteholders and beneficial owners of a Bail-inable Note will have no further rights in respect of a Bail-inable Note to the extent a Bail-inable Note is converted in a Bail-in Conversion, other than those provided under the Bail-in Regime, and by its acquisition of an interest in the Bail-inable Note, each Noteholder or beneficial owner of the Bail-inable Note is deemed to irrevocably consent to the converted portion of the principal amount of the Bail-inable Note and any accrued and unpaid interest thereon being deemed paid in full by the issuance of common shares of the Bank (or, if applicable, any of its affiliates) upon the occurrence of a Bail-in Conversion, which Bail-in Conversion shall occur without any further action on the part of that Noteholder or beneficial owner or the Paying Agents; provided that, for the avoidance of doubt, this consent shall not limit or otherwise affect any rights of that Noteholder or beneficial owner provided for under the Bail-in Regime.

Each Noteholder or beneficial owner of the Bail-inable Notes that acquires an interest in the Bail-inable Notes in the secondary market and any successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of any such Noteholder or beneficial owner shall be deemed to acknowledge, accept, agree to be bound by and consent to the same provisions specified herein to the same extent as the Noteholders or beneficial owners that acquire an interest in the Bail-inable Notes upon their initial issuance, including, without limitation, with respect to the terms of the Bail-inable Notes related to the Bail-in Regime.

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

(c) Status of Principal At Risk Notes

The Principal At Risk Notes will evidence Senior Notes that are not principal protected. The Principal At Risk Notes will not be deposits insured under the CDIC Act.

4. Interest

(a) Interest on Fixed Rate Notes

(i) Fixed Interest Periods and Interest Payment Dates

Each Fixed Rate Note bears interest on its outstanding nominal amount (or if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest specified in the applicable Pricing Supplement, subject to the application of the Range Accrual Factor, if applicable. Interest will be payable in arrear on the Interest Payment

Date(s) in each year up to (and including) the Maturity Date so specified if that does not fall on an Interest Payment Date.

If the Notes are in definitive form, except as otherwise provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

As used in these Conditions, "Fixed Interest Period" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

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

(i) 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

(ii) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and in each case, multiplying such sum by (i) the applicable Day Count Fraction, (ii) if the applicable Pricing Supplement specify "Range Accrual" to be applicable to such Interest Payment Date, the applicable Range Accrual Factor (which shall be determined in accordance with Condition 4(m) (Calculation of Range Accrual Factor) below) 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 further rounding.

In the case of Range Accrual Notes (as defined in Condition 4(m) below), Condition 4(e) shall also apply.

In the case of Notes for which "**Adjusted Fixed Interest Periods**" is specified as applying in the applicable Pricing Supplement, where the Notes are represented by a Global Note or where the Specified Denomination of a definitive Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the outstanding principal amount of the Global Note or the Specified Denomination of a definitive Note, without any further rounding:

(A) where (x) there is not a numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) any Interest Payment Date would otherwise fall on a day (other than a Saturday or a Sunday) which is not a Business Day, then such Interest Payment Date shall be adjusted, as specified in the applicable Pricing Supplement, for payment and interest accrual purposes, in accordance with the Business Day Convention (as defined in Condition 4(c)(i) specified in the Pricing Supplement) where "**Business Day**" shall be as defined in Condition 4(c)(i); and

(B) the Calculation Agent will cause each Interest Amount for each Fixed Interest Period and the relevant Interest Payment Date to be notified to the Bank and to any stock exchange on which the relevant Fixed Rate Notes are for the time being listed or admitted to trading, and for so long as the Notes are represented by a global Note, Euroclear and/or Clearstream, Luxembourg, and to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Fixed Interest Period. For the purposes of this Condition 4(a)(B), the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

In these Conditions:

"***Calculation Agent***" means such entity as may be specified in the applicable Pricing Supplement as the Calculation Agent.

"***Day Count Fraction***" means in respect of a calculation of an amount of interest in accordance with this Condition 4(a):

(i) if "***Actual / Actual (ICMA)***" is specified in the applicable Pricing Supplement:

(A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "***Accrual Period***") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year;

(ii) if "***30/360***" is specified in the applicable Pricing Supplement, the number of days in the Accrual Period (such number of days being calculated on the basis of a 360-day year consisting of 12 months of 30 days) divided by 360;

(iii) if "***30E/360***" is specified in the applicable Pricing Supplement, the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

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

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Accrual Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Accrual Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless such number would be 31, in which case D_2 will be 30;

(iv) if "***Actual/365 (Fixed)***" is specified in the applicable Pricing Supplement, the actual number of days in the relevant period divided by 365; and

(v) if none of the above are specified in the applicable Pricing Supplement, the day-count fraction specified in the applicable Pricing Supplement.

"**Determination Date**" means the date specified in the applicable Pricing Supplement or, if none is specified, it means the Interest Payment Date.

"***Determination Period***" means the period from (and including) a Determination Date to but excluding the next Determination Date (including, where the Interest Commencement Date or the Final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date following after, such date).

"***euro***" means the currency of the Member States of the European Union (the "**EU**") that have adopted the single currency in accordance with the Treaty on the Functioning of the European Union, as amended.

"***Interest Amount***" means the amount of interest per Calculation Amount payable for a period for which a Fixed Coupon Amount has not been specified.

"***RMB Settlement Centre***" means the financial centre(s) specified as such in the applicable Pricing Supplement in accordance with applicable laws and regulations. If no RMB Settlement Centre is

specified in the applicable Pricing Supplement, the RMB Settlement Centre shall be deemed to be Hong Kong.

"***sub-unit***" means with respect to any currency other than the euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to the euro, means one cent.

(ii) Fixed Rate Notes with a Step-Up

"**Fixed Interest Period End Date**" means each date specified in the applicable Pricing Supplement.

In respect of a Fixed Rate Note with a step-up in the rate of interest, the Rate of Interest in respect of each Fixed Interest Period means the "Rate of Interest (Step-Up)" specified to be applicable in respect of each Fixed Interest Period End Date on which the Fixed Interest Period ends, as set forth in the applicable Pricing Supplement.

(b) Interest on Fixed Rate Reset Notes

Each Fixed Rate Reset Note bears interest on its outstanding nominal amount:

(i) from and including the Interest Commencement Date up to but excluding the First Reset Date at the Initial Rate of Interest;

(ii) in the First Reset Period, at the First Reset Rate of Interest; and

(iii) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest,

payable, subject as provided herein, in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with this Condition 4.

Save as otherwise provided herein, the provisions applicable to Fixed Rate Notes shall apply to Fixed Rate Reset Notes.

In this Condition 4(b):

"**Anniversary Date(s)**" means each date specified as such in the applicable Pricing Supplement;

"**Benchmark Gilt**" means, in respect of a Reset Period, such UK government security having a maturity date on or about the last day of such Reset Period as the Calculation Agent, with the advice of the Reset Reference Banks, may determine to be appropriate;

"**Benchmark Gilt Rate**" means, in respect of a Reset Period, the gross redemption yield (as calculated by the Calculation Agent in accordance with generally accepted market practice at such time) on a semi-annual compounding basis (converted to an annualised yield and rounded up (if necessary) to four decimal places) of the Benchmark Gilt in respect of that Reset Period, with the price of the Benchmark Gilt for this purpose being the arithmetic average (rounded up (if necessary) to the nearest 0.001 per cent. (0.0005 per cent being rounded upwards)) of the bid and offered prices of such Benchmark Gilt quoted by the Reset Reference Banks at 3.00 p.m. (London time) on the relevant Reset Determination Date on a dealing basis for settlement on the next following dealing day in

London. If at least four quotations are provided, the Benchmark Gilt Rate will be the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Benchmark Gilt Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Benchmark Gilt Rate will be the rounded quotation provided. If no quotations are provided, the Benchmark Gilt Rate will be determined by the Calculation Agent in its sole discretion following consultation with the Bank;

"**dealing day**" means a day, other than a Saturday or Sunday, on which the London Stock Exchange (or such other stock exchange on which the Benchmark Gilt is at the relevant time listed) is ordinarily open for the trading of securities;

"**First Reset Date**" means the date specified as such in the applicable Pricing Supplement;

"**First Reset Period**" means the period from and including the First Reset Date up to but excluding the Second Reset Date or, if no such Second Reset Date is specified in the applicable Pricing Supplement, the date fixed for redemption of the Notes (if any);

"**First Reset Rate of Interest**" means the rate of interest as determined by the Calculation Agent on the Reset Determination Date corresponding to the First Reset Period as the sum of the relevant Reset Rate plus the relevant Margin;

"**Initial Rate of Interest**" means the initial rate of interest per annum specified in the applicable Pricing Supplement;

"**Margin**" means the margin (expressed as a percentage) in relation to the relevant Reset Period specified as such in the applicable Pricing Supplement;

"**Mid-Swap Quotations**" means the arithmetic mean of the bid and offered rates:

(i) if the Specified Currency is sterling, for a semi-annual fixed leg (calculated on an Actual/365 day count basis) of a fixed for floating interest rate swap transaction in sterling which (i) has a term commencing on the relevant Reset Date which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a floating leg based on (subject as otherwise provided pursuant to Condition 4(n)) (A) the relevant rate as specified in the applicable Pricing Supplement; or (B) if no such rate is specified, the overnight SONIA rate compounded for six months (calculated on an Actual/365 day count basis);

(ii) if the Specified Currency is euro, for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed for floating interest rate swap transaction in euro which (i) has a term commencing on the relevant Reset Date which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a floating leg based on (subject as otherwise provided pursuant to Condition 4(n)) (A) the relevant rate as specified in the applicable Pricing Supplement; or (B) if no such rate is specified, the 6-month EURIBOR rate (calculated on an Actual/360 day count basis);

(iii) if the Specified Currency is US dollars, for the semi-annual fixed leg (calculated on a 30/360 day count basis) of a fixed for floating interest rate swap transaction in US dollars which (i) has a term commencing on the relevant Reset Date which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a floating leg based on (subject as otherwise provided pursuant to Condition 4(g)) (A) the relevant rate as specified in the applicable Pricing Supplement; or (B) if no such rate is specified, the overnight SOFR rate compounded for 12 months (calculated on an Actual/360 day count basis);

(iv) if the Specified Currency is Renminbi, for the semi-annual fixed leg (calculated on an Actual/365 day count basis) of a fixed for floating interest rate swap transaction in Renminbi which (i) has a term commencing on the relevant Reset Date which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market, and (iii) has a floating leg based on (subject as otherwise provided pursuant to Condition 4(g)) (A) the relevant rate as otherwise specified in the applicable Pricing Supplement; or (B) if no such rate is specified, the 12-month CNH HIBOR rate (calculated on an Actual/365 day count basis); and

(v) if the Specified Currency is not sterling, euro, US dollars or Renminbi, for the Fixed Leg (as set out in the applicable Pricing Supplement) of a fixed for floating interest rate swap transaction in that Specified Currency which (i) has a term commencing on the relevant Reset Date which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market; and (iii) has a Floating Leg (as set out in the applicable Pricing Supplement) and subject as otherwise provided pursuant to Condition 4(n);

"**Mid-Swap Rate**" means in respect of a Reset Period, (i) the applicable semi-annual or annualised (as specified in the applicable Pricing Supplement) mid-swap rate for swap transactions in the Specified Currency (with a maturity equal to that of the relevant Swap Rate Period specified in the applicable Pricing Supplement) as displayed on the Screen Page at 11.00 a.m. or any other Relevant Time specified in the applicable Pricing Supplement (in the principal financial centre of the Specified Currency) on the relevant Reset Determination Date (which rate, if the relevant Interest Payment Dates are other than semi-annual or annual Interest Payment Dates, shall be adjusted by and in the manner determined by, the Calculation Agent) or (ii) if such rate is not displayed on the Screen Page at such time and date, the relevant Reset Reference Bank Rate;

"**Reference Bond**" means for any Reset Period a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Calculation Agent in its discretion after consultation with the Bank as having an actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Calculation Agent, after consultation with the Bank) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of comparable maturity to the relevant Reset Period;

"**Reference Bond Dealer**" means each of five banks which are primary government securities dealers or market makers in pricing corporate bond issuances, as selected by the Calculation Agent in its discretion after consultation with the Bank;

"**Reference Bond Dealer Quotations**" means, with respect to each Reference Bond Dealer and the Reset Determination Date, the arithmetic mean, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) as at approximately 11:00 a.m. (or any other Relevant Time as specified in the applicable Pricing Supplement) in the principal financial centre of the Specified Currency on the Reset Determination Date and quoted in writing to the Calculation Agent by such Reference Bond Dealer;

"**Reference Bond Price**" means, with respect to a Reset Determination Date, (a) the arithmetic mean of the Reference Bond Dealer Quotations for that Reset Determination Date, after excluding the highest and lowest such Reference Bond Dealer Quotations, or (b) if the Calculation Agent obtains fewer than four such Reference Bond Dealer Quotations, the arithmetic mean of all such quotations, or (c) if the Calculation Agent obtains only one Reference Bond Dealer Quotation or if the Calculation Agent obtains no Reference Bond Dealer Quotations, the Subsequent Reset Rate of Interest shall be that which was determined on the last preceding Reset Determination Date or, in the case of the first Reset determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest;

"**Reference Bond Rate**" means, in respect of a Reset Period, the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for such Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price;

"**Reset Determination Date**" means, in respect of a Reset Period, (a) each date specified as such in the applicable Pricing Supplement or, if none is so specified, (b) (i) if the Specified Currency is sterling or Renminbi, the first Business Day of such Reset Period, (ii) if the Specified Currency is euro, the day falling two TARGET2 Business Days prior to the first day of such Reset Period, (iii) if the Specified Currency is US dollars, the day falling two U.S. Government Securities Business Days prior to the first day of such Reset Period (iv) for any other Specified Currency, the day falling two Business Days in the principal financial centre for such Specified Currency prior to the first day of such Reset Period;

"**Reset Date**" means each of the First Reset Date, the Second Reset Date and each of the Anniversary Dates (if any) as is specified in the applicable Pricing Supplement;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period;

"**Reset Rate**" means (a) if 'Mid-Swap Rate' is specified in the applicable Pricing Supplement, the relevant Mid-Swap Rate; (b) if 'Benchmark Gilt Rate' is specified in the applicable Pricing Supplement, the relevant Benchmark Gilt Rate; or (c) if "Reference Bond Rate" is specified in the applicable Pricing Supplement, the relevant Reference Bond Rate;

"**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the Mid-Swap Quotations provided by the Reset Reference Banks to the Calculation Agent at or around 11:00 a.m. (or any other Relevant Time specified in the applicable Pricing Supplement) in the principal financial centre of the Specified Currency (which in the case of Renminbi shall, for these purposes, be Hong Kong) on the relevant Reset Determination Date and, rounded, if necessary, to the nearest 0.001 per cent (0.0005 per cent, being rounded upwards). If at least four quotations are provided, the Reset

Reference Bank Rate will be the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the rounded quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be determined by the Calculation Agent in its sole discretion following consultation with the Bank;

"**Reset Reference Banks**" means (i) in the case of the calculation of a Reset Reference Bank Rate, five leading swap dealers in the principal interbank market relating to the Specified Currency selected by the Calculation Agent in its discretion after consultation with the Bank or (ii) in the case of a Benchmark Gilt Rate, five brokers of gilts and/or gilt-edged market makers selected by the Calculation Agent in its discretion after consultation with the Bank;

"**Screen Page**" means Reuters screen page "ICESWAP1", "ICESWAP2", "ICESWAP3", "ICESWAP4", "ICESWAP5" or "ICESWAP6" as specified in the applicable Pricing Supplement or such other page on Thomson Reuters or any other information service as is specified in the applicable Pricing Supplement, or such other screen page as may replace it on Thomson Reuters or any other information service or, as the case may be, on such other information service that may replace Thomson Reuters or any other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying comparable rates;

"**Second Reset Date**" means the date specified as such in the applicable Pricing Supplement;

"**Subsequent Reset Period**" means the period from and including the Second Reset Date to but excluding the next Reset Date, and each successive period from and including a Reset Date to but excluding the next succeeding Reset Date;

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period, the rate of interest determined by the Calculation Agent on the Reset Determination Date corresponding to such Subsequent Reset Period as the sum of the relevant Reset Rate plus the relevant Margin;

"**Swap Rate Period**" means the period or periods specified as such in the applicable Pricing Supplement; 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.

(c) Interest on Floating Rate Notes and Index Linked Interest Notes

(i) Interest Payment Dates

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount (or if it is a Partly Paid Note, the amount paid up) from and including the Interest Commencement Date and such interest will be payable in arrear on either:

(A) the Specified Interest Payment Date(s) (each an "***Interest Payment Date***") in each year specified in the applicable Pricing Supplement; or

(B) if no express Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, on each date (each, an "***Interest Payment Date***") which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest shall be payable in respect of each Interest Period, subject to the application of the Range Accrual Factor, if applicable. In these Conditions, "Interest Period" means 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 succeeding Interest Payment Date.

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then if the Business Day Convention specified is:

(A) (other than in the case of an Interest Payment Date(s) specified in the applicable Pricing Supplement), the Floating Rate Convention, such Interest Payment Date (or other 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 (1) such Interest Payment Date (or other date) shall be the immediately preceding Business Day and (2) each subsequent Interest Payment Date (or other date) shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date (or other date); or

(B) the Following Business Day Convention, such Interest Payment Date (or other 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 (or other 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 (or other date) shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or

(E) "No Adjustment", the relevant date shall not be adjusted in accordance with any Business Day Convention.

In these Conditions, "***Business Day***" means (unless otherwise stated in the applicable Pricing Supplement) a day which is both:

(A) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and any Additional Business Centre (other than TARGET2) specified in the applicable Pricing Supplement and if TARGET2 is specified as an Additional Business Centre, a TARGET2 Business Day (as defined below); and

(B) either (1) in relation to any sum payable in a Specified Currency other than euro or Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (if other than London and any Additional Business Centre and which, in the case of Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) and, if TARGET2 is specified as an Additional Business Centre in the applicable Pricing Supplement, a day which is a TARGET2 Business Day (as defined below) or (2) in relation to any sum payable in euro, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day (as defined below); or (3) in relation to any sum payable in Renminbi, a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the RMB Settlement Centre(s).

(ii) Rate of Interest

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

(A) ISDA Determination

Where ISDA Determination is specified in the applicable Pricing Supplement 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 the Margin (if any, as indicated in the applicable Pricing Supplement). For the purposes of this subparagraph (ii)(A), "ISDA Rate" for any Interest Period means a rate equal to the Floating Rate that would be determined by the Agent or other person specified in the applicable Pricing Supplement under an interest rate swap transaction if the Agent or that other person were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA 2006 Definitions, as amended, supplemented or updated as at the Issue Date of the first Tranche of Notes, published by the International Swaps and Derivatives Association, Inc. (the "ISDA Definitions") and under which:

(1) the Floating Rate Option (which may refer to a Rate Option in the ISDA Definitions) is as specified in the applicable Pricing Supplement;

(2) the Designated Maturity is the period specified in the applicable Pricing Supplement; and

(3) the relevant Reset Date is either (x) if the applicable Floating Rate Option is based on EURIBOR for a currency, the first day of that Interest Period or (y) in any other case, as specified in the applicable Pricing Supplement.

The ISDA Definitions contain provisions for determining the applicable Floating Rate (as defined below) in the event that the specified Floating Rate is not available.

For the purpose of this subparagraph (ii)(A), "***Floating Rate***", "***Calculation Agent***", "***Floating Rate Option***", "***Designated Maturity***", "***Rate Option***" and "***Reset Date***" have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, subject to Condition 4(n) below, be:

(1) where the Reference Rate is specified as being EURIBOR, CNH HIBOR, or HIBOR, either:

(X) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(Y) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) 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 as at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus the Margin (if any, as indicated in the applicable Pricing Supplement), all as determined by the Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest rate, one only of such rates) and the lowest (or, if there is more than one such lowest rate, one only of such rates) shall be disregarded by the Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If on any Interest Determination Date the Relevant Screen Page is not available or the offered quotation or quotations are unavailable, the Agent shall request each of the Reference Banks (as defined below) to provide the Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in the Specified Currency for the relevant Interest Period at approximately the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent by the Reference Banks or any two or more of them, at which such banks were offered, as at the Relevant Time in the Relevant Financial Centre on the relevant Interest Determination Date, deposits in the Specified Currency for the relevant Interest Period by leading banks in the Euro-zone interbank market (if the Reference Rate is EURIBOR) or the Hong Kong interbank market (if the Reference Rate is CNH HIBOR or HIBOR), plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent with such offered rates, the offered rate for deposits in the Specified Currency for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for the relevant Interest Period, at which, at the Relevant Time in the Relevant

Financial Centre on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Bank suitable for such purpose) informs the Agent it is quoting to leading banks in or the Euro-zone interbank market (if the Reference Rate is EURIBOR) or the Hong Kong interbank market (if the Reference Rate is CNH HIBOR or HIBOR) or such other interbank market specified in the applicable Pricing Supplement plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(2) Where the Reference Rate is specified as being CDOR, the average bid rate for bankers' acceptances in Canadian dollars for the relevant Interest Period which appears on the Reuters Screen CDOR Page (being the Relevant Screen Page) as of approximately 10:15 a.m. (Toronto time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent.

If CDOR does not appear on Reuters Screen CDOR Page or the Reuters Screen CDOR Page is not available, the Calculation Agent shall request the principal Toronto office of each of four Schedule I Canadian chartered banks to provide the Calculation Agent with its bid rate of interest (expressed as a percentage rate per annum) for bankers' acceptances in Canadian dollars, in an amount approximately equal to the aggregate nominal amount of the Notes, for the relevant Interest Period accepted by such Reference Banks as at approximately 10:15 a.m. (Toronto time) on the Interest Determination Date. If two or more of such banks provide the Calculation Agent with such bid rates of interest, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of such offered quotations, plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent. If fewer than two such banks provide the Calculation Agent with its respective bid rate of interest, the Reference Rate for such Interest Determination Date shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.00005 being rounded upwards) of the bid rates quoted by major banks in Toronto, selected by the Calculation Agent, for bankers' acceptance in Canadian dollars, in an amount approximately equal to the aggregate nominal amount of the Notes, for the relevant Interest Period accepted by such banks as at approximately 10:15 a.m. (Toronto time) on the Interest Determination Date, for the relevant Interest Period for settlement on such Interest Determination Date, plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(C) CMS Rate

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate is specified in

the applicable Pricing Supplement as being CMS Rate, Rate of Interest for each Interest Period will be subject to Condition 4(I) (unless stated otherwise in the Pricing Supplement), all as determined by the Calculation Agent..

(x) where "**CMS Reference Rate**" is specified as the Reference Rate in the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formula:

CMS Rate + Margin

(y) where "**Leveraged CMS Reference Rate**" is specified as the Reference Rate in the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formulae:

Either:

(I) Leverage x (CMS Rate + Margin)

(II) Min {Max [Leverage x (CMS Rate + Margin); Floor]; Cap}

(z) where "**Steepener CMS Reference Rate**" is specified as the Reference Rate in the applicable Pricing Supplement, determined by the Calculation Agent by reference to the following formulae:

Either:

(I) where "**Steepener CMS Reference Rate: Unleveraged**" is specified in the applicable Pricing Supplement:

Min {Max [(CMS Rate 1 – CMS Rate 2 + Margin); Floor]; Cap}

or

(II) where "**Steepener CMS Reference Rate: Leveraged**" is specified in the applicable Pricing Supplement:

Min {Max [Leverage x (CMS Rate 1 – CMS Rate 2 + Margin); Floor]; Cap}

For the purposes of this sub-paragraph (C):

"**Cap**", "**CMS Rate 1**", "**CMS Rate 2**", "**CMS Maturity**", "**Floor**", "**Leverage**", "**Margin**", "**Reference Currency**", "**Relevant Financial Centre**", "**ISDA Rate**" and "**ISDA Rate Designated Maturity**" shall have the meanings given to those terms in the applicable Pricing Supplement.For the purposes of this subparagraph (ii), the "**CMS Rate**" for an Interest Period means the Relevant Swap Rate for swap transactions in the Reference Currency with a maturity of the CMS Maturity commencing on the first day of the relevant Interest Period (expressed as a percentage rate per annum) which appears on the Relevant Screen Page as at the Relevant Time on the relevant Interest Determination Date, all as determined by the Calculation Agent.

(1) Fallbacks for Reference Currency other than Canadian dollars

Subject to Condition 4(n), if the Relevant Screen Page is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate (expressed as a percentage rate per annum) at approximately the Relevant Time on the Interest Determination Date in question. If at least three of the CMS Reference Banks provide the Calculation Agent such quotations, the CMS Reference Rate Determination for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) in the case of five quotations or more.

Subject to Condition 4(n), if on any Interest Determination Date less than three only or none of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Reference Rate Determination shall be determined by the Calculation Agent in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice.

(2) Fallbacks where Reference Currency is Canadian dollars

Subject to Condition 4(n), if the Relevant Screen Page is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate (expressed as a percentage per annum) at approximately the Relevant Time on the Interest Determination Date in question. If two or more of such banks provide the Calculation Agent with such quotations, the CMS Reference Rate Determination for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of such quotations in the case of five quotations or more.

Subject to Condition 4(n), if on any Interest Determination Date fewer than two of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Calculation Agent in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice.

(D) SONIA Compounded Daily Rate

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate is specified in the applicable Pricing Supplement as being SONIA and the calculation method is specified as "Compounded Daily Rate", the Rate of Interest for each Interest Period will, subject to Condition 4(n) and as provided below, be Compounded Daily SONIA plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent.

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment corresponding to such Interest Period (with SONIA as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on

the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{Relevant\ SONIA_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

where Lag is specified as the Observation Method in the applicable Pricing Supplement, the relevant Interest Period; or

where Shift is specified as the Observation Method in the applicable Pricing Supplement, the relevant Observation Period

"$\mathbf{d}_O$" is the number of London Banking Days in the relevant Interest Period;

1. where Lag is specified as the Observation Method in the applicable Pricing Supplement, the relevant Interest Period; or
2. where Shift is specified as the Observation Method in the applicable Pricing Supplement, the relevant Observation Period;

"***i***" is a series of whole numbers from one to d_O, each representing the relevant London Banking Day;

1 where Lag is specified as the Observation Method in the applicable Pricing Supplement, the relevant Interest Period; or

2 where Shift is specified as the Observation Method in the applicable Pricing Supplement, the relevant Observation Period;

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

"$\boldsymbol{n_i}$", for any day "*i*", means the number of calendar days from and including such 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 Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling "p" London Banking Days prior to the Interest Payment Date for such Interest Period;

"**Observation Look-Back Period**" is as specified in the applicable Pricing Supplement;

"***p***", for any Observation Period, is the number of London Banking Days included in the Observation Look-back Period, as specified in the applicable Pricing Supplement which shall not be less than five without the prior agreement of the Calculation Agent;

"**Relevant SONIA$_i$**" means, in respect of any London Banking Day "i":

1. where "Lag" is specified as the Observation Method in the applicable Pricing Supplement, $SONIA_{i\text{-}pLBD}$; or

2. where "Shift" is specified as the Observation Method in the applicable Pricing Supplement, $SONIA_{iLBD}$;

"**$SONIA_{iLBD}$**" means, in respect of any London Banking Day "i" the SONIA reference rate for such London Banking Day "i";

"**$SONIA_{i\text{-}pLBD}$**" means, in respect of any London Banking Day "i" falling in the relevant Interest Period, the SONIA reference rate for the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i".

"**SONIA reference rate**", in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Banking Day 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, in each case on the London Banking Day immediately following such London Banking Day; and

"**$SONIA_{i\text{-}pLBD}$**" means, in respect of any London Banking Day "*i*", the SONIA reference rate for the London Banking Day falling "*p*" London Banking Days prior to the relevant London Banking Day "*i*".

If, subject to Condition 4(l), in respect of any London Banking Day in the relevant Observation Period, the Calculation Agent determines that the SONIA reference rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, the Calculation Agent shall determine such SONIA reference rate as being:

(a) the sum of (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant 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) to the Bank Rate; or

(b) if the Bank Rate is not published by the Bank of England as set out in sub-paragraph (a) above on the relevant London Banking Day, the SONIA reference rate published on the Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Banking Day on which the SONIA reference rate was published on the Screen Page (or otherwise published by the relevant authorised distributors).

Notwithstanding the foregoing, and subject to Condition 4(l), in the event of the Bank of England publishing guidance as to (i) how the SONIA rate is to be determined or (ii) any rate that is to replace the SONIA rate, the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA reference rate, for purposes of Notes of the relevant Series for so long as the SONIA rate is not available and has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 4(I), the Rate of Interest applicable to the Notes during such Interest Period will be the Rate of Interest last determined in relation to the Notes in respect of the last preceding Interest Period (though, where a different Margin, Maximum Rate of Interest or Minimum Rate of Interest is to be applied during such Interest Period from that which applied during the last preceding Interest Period, substituting such Margin, Maximum Rate of Interest or Minimum Rate of Interest by the Margin, Maximum Rate of Interest or Minimum Rate of Interest applicable to the relevant Interest Period).

If the relevant Series of Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Notes become due and payable and the Rate of Interest of such Notes shall , for so long as such Notes remain outstanding, be that determined on such date.

(E) SONIA Compounded Index Rate

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate is specified in the applicable Pricing Supplement as being "**SONIA**" and the Calculation Method is specified as being "Compounded Index Rate", the Rate of Interest for each Interest Period will, subject to Condition 4(I) and as provided below, be Compounded Daily SONIA for the Interest Period determined by reference to the screen rate or index for Compounded Daily SONIA administered by the administrator of the SONIA reference rate that is published or displayed by such administrator or other information service from time to time at the relevant time on the relevant determination dates specified below, as further specified in the applicable Pricing Supplement (the "**SONIA Compounded Index**") and in accordance with the following formula, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 per cent. being rounded upwards, plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any) all as determined by the Calculation Agent:

Compounded Daily SONIA rate (Index) =

$$\left(\frac{SONIA\ Compounded\ Index_{y}}{SONIA\ Compounded\ Index_{x}} - 1\right) x \frac{365}{d}$$

where:

"**x**" denotes that the relevant SONIA Compounded Index is the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the first day of the relevant Interest Period;

"**y**" denotes that the relevant SONIA Compounded Index is the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the Interest Payment Date for such Interest Period, or such other date as when the relevant

payment of interest falls to be due (but which by definition or the operation of the relevant provisions is excluded from such Interest Period);

"**d**" is the number of calendar days from (and including) the day in relation to which x is determined to (but excluding) the day in relation to which y is determined;

"**Relevant Number**" is as specified in the applicable Pricing Supplement.

If the SONIA Compounded Index is not published or displayed by the administrator of the SONIA reference rate or other information service at the relevant time on the relevant Interest Determination Date as specified in the applicable Pricing Supplement, the Compounded Daily SONIA rate (Index) for the applicable Interest Period for which SONIA Compounded Index is not available shall be "**Compounded Daily SONIA**" determined in accordance with Condition 4(c)(ii)(E) above as if Compounded Index Rate is not specified as being applicable in the applicable Pricing Supplement. For these purposes, the "Calculation Method" shall be deemed to be "**Compounded Daily Rate**", the Relevant Number specified in the applicable Pricing Supplement shall be the "Observation Lookback Period" and "Observation Method" shall be deemed be "Shift" as if Compounded Index Rate is not specified as being applicable and these alternative elections had been made.

(3) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 4(I), the Rate of Interest applicable to the Notes during such Interest Period will be the Rate of Interest last determined in relation to the Notes in respect of the last preceding Interest Period (though substituting, where a different Margin or Maximum Rate of Interest 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 or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

If the relevant Series of Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Notes become due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date, 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(h).

(F) Compounded Daily €STR Reference Rate Determination

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate is specified in the applicable Pricing Supplement as being "**€STR**", the Rate of Interest for each Interest Accrual Period will, as provided below and subject to Condition 4(I), be Compounded €STR plus or minus (as indicated in the applicable Pricing Supplement) the 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) and will be calculated by the Calculation Agent on the Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with each 0.00005 per cent. being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{(€STR_{i-pTBD}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Accrual Period;

"**d_o**", for any Interest Accrual Period, is the number of TARGET2 Business Days (as defined below) in the relevant Interest Accrual Period;

"**€STR$_{i\text{-}pTBD}$**" means the €STR Reference Rate for the TARGET2 Business Day (being a TARGET2 Business Day falling in the relevant Observation Period) falling "p" TARGET2 Business Days prior to the relevant TARGET2 Business Day "i";

"**i**" is a series of whole numbers from one to do, each representing the relevant TARGET2 Business Day in chronological order from, and including, the first TARGET2 Business Day in the relevant Interest Accrual Period;

"**n_i**" for any TARGET2 Business Day "i" is the number of calendar days from, and including, such TARGET2 Business Day "i" up to, but excluding, the following TARGET2 Business Day;

"**p**", for any Interest Accrual Period, is the number of TARGET2 Business Days included in the Observation Look-back Period, as specified in the applicable Pricing Supplement, and which shall not be specified in the applicable Pricing Supplement as less than five without the prior agreement of the Calculation Agent;

"**ECB Recommended Rate Index Cessation Event**" means the occurrence of one or more of the following events:

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

(b) a public statement or the publication of information by the regulatory supervisor for the administrator of the ECB Recommended Rate, the central bank for the currency of the ECB Recommended Rate, an insolvency official with jurisdiction over the administrator of the ECB Recommended Rate, a resolution authority with jurisdiction over the administrator of the ECB Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the ECB Recommended Rate, which states that the administrator of the ECB Recommended Rate has ceased or will cease to provide the ECB Recommended Rate

permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the ECB Recommended Rate;

"**ECB Recommended Rate Index Cessation Effective Date**" means, in respect of an ECB Recommended Rate Index Cessation Event, the first date on which the ECB Recommended Rate is no longer provided;

"**€STR Index Cessation Event**" means the occurrence of one or more of the following events:

(a) a public statement or publication of information by or on behalf of the European Central Bank (or any successor administrator of €STR) announcing that it has ceased or will cease to publish or provide €STR permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to provide €STR; or

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

"**€STR Index Cessation Effective Date**" means, in respect of an €STR Index Cessation Event, the first date on which €STR is no longer provided by the European Central Bank (or any successor administrator of €STR);

"**€STR Reference Rate**" means in respect of any TARGET2 Business Day, a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET2 Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank, currently at http://www.ecb.europa.eu, or any successor website officially designated by the European Central Bank (the "**ECB's Website**") (in each case, on or before 9:00 a.m. Central European Time on the TARGET2 Business Day immediately following such TARGET2 Business Day);

"**Observation Period**" means, in respect of an Interest Period, the period from, and including, the date falling "p" TARGET2 Business Days prior to the relevant Interest Payment Date (and the first Observation Period shall begin on and include the date falling "p" TARGET2 Business Days prior to the Interest Commencement Date) and ending on, but excluding, the date falling "p" TARGET2 Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET2 Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**TARGET2 Business Day**" or "**TBD**" means a day on which the TARGET2 System (as defined in Condition 4 below) is open;

If the €STR Reference Rate does not appear on a TARGET2 Business Day as specified above, unless both an €STR Index Cessation Event and an €STR Index Cessation Effective Date (each as defined below) have occurred, the €STR Reference Rate shall be a rate equal to €STR in

respect of the last TARGET2 Business Day for which such rate was published on the ECB's Website.

If the €STR Reference Rate does not appear on a TARGET2 Business Day as specified above, and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the rate for each TARGET2 Business Day in the relevant Observation Period occurring on or after such €STR Index Cessation Effective Date will be determined as if references to "€STR" were references to the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for €STR by the European Central Bank (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of €STR) for the purpose of recommending a replacement for €STR (which rate may be produced by the European Central Bank or another administrator) (the "**ECB Recommended Rate**"), provided that, if no such rate has been recommended before the end of the first TARGET2 Business Day following the date on which the €STR Index Cessation Event occurs, then the rate for each TARGET2 Business Day in the relevant Observation Period occurring on or after such €STR Index Cessation Effective Date will be determined as if references to €STR were references to the Eurosystem Deposit Facility Rate, the rate on the deposit facility that banks may use to make overnight deposits with the Eurosystem, as published on the ECB's Website (the "**EDFR**") on such TARGET Business Day plus the arithmetic mean of the daily difference between the €STR Reference Rate and the EDFR for each of the 30 TARGET2 Business Days immediately preceding the date on which the €STR Index Cessation Event occurs (the "**EDFR Spread**"); provided further that, if both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate for each TARGET2 Business Day in the relevant Observation Period occurring on or after that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to "€STR" were references to the EDFR on such TARGET2 Business Day plus the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the 30 TARGET2 Business Days immediately preceding the date on which the ECB Recommended Rate Index Cessation Event occurs.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 4(l), the Rate of Interest applicable to the Notes during such Interest Accrual Period will be the Rate of Interest last determined in relation to the Notes in respect of the last preceding Interest Period (though substituting, where a different Margin or Maximum Rate of Interest 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 or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period). If an €STR Index Cessation Event occurs, the Bank will promptly notify the Calculation Agent of such occurrence.

If the relevant Series of Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Notes become due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date, 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(g).

As used herein, an "**Interest Accrual Period**" means (i) each Interest Period and (ii) such 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, in the case of the scheduled final or early redemption of any Notes, shall be such redemption date, and in other cases where the relevant Notes become due and payable in accordance with Condition 10, shall be the date on which such Notes become due and payable).

If the relevant Series of Notes become due and payable in accordance with Condition 10, the final determination of the Rate of Interest shall be calculated for the Interest Accrual Period to (but excluding) the date on which the Note becomes 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(h).

In this Condition 4:

"**CDOR**" means Canadian Dollars Offered Rate.

"**CMS Reference Banks**" means (i) where the Reference Currency is euro, the principal office of five leading swap dealers in the interbank market, (ii) where the Reference Currency is sterling, the principal London office of five leading swap dealers in the London interbank market, (iii) where the Reference Currency is U.S. dollars, the principal New York City office of five leading swap dealers in the New York City interbank market, (iv) where the Reference Currency is Canadian dollars, four major Canadian Schedule 1 chartered banks, or (v) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five leading swap dealers in the Relevant Financial Centre interbank market, in each case as selected by the Calculation Agent.

"**CNH HIBOR**" means CNH Hong Kong interbank offered rate.

"**EURIBOR**" means the Euro-zone interbank offered rate.

"**Euro-zone**" means the region comprised of Member States of the EU that adopt the euro as the single currency in accordance with the Treaty on the Functioning of the European Union, as amended.

"**HIBOR**" means the Hong Kong interbank offered rate.

"**Reference Banks**" means those banks whose offered rates were used to determine such quotation when such quotation last appeared on the Relevant Screen Page.

"**Reference Rate**" means (i) EURIBOR, (ii) CDOR, (iii) CNH HIBOR, (iv) HIBOR, (v) SONIA, (vi) CMS Rate or (vii) €STR in each case for the relevant period, as specified in the applicable Pricing Supplement.

"**Relevant Financial Centre**" means, with respect to any Floating Rate or CMS Rate Determinaion, the financial centre as may be specified as such in the applicable Pricing Supplement or, if none is so specified, means Brussels in the case of a determination of

EURIBOR or €STR, Hong Kong in the case of a determination in CNH HIBOR or HIBOR or any other financial centre, in each case as specified in the applicable Pricing Supplement.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuters Monitor Money Rates Service ("***Reuters***")) as may be specified in the applicable Pricing Supplement for the purposes of providing a Reference Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of deploying rates or prices comparable to that Reference Rate.

If the Reference Rate from time to time in respect of Floating Rate Notes or Index Linked Interest Notes is specified as being other than the EURIBOR, CDOR, CNH HIBOR, HIBOR, SONIA, CMS Rate or €STR the Rate of Interest in respect of such Notes will be determined as specified in the applicable Pricing Supplement.

"**Relevant Swap Rate**" means:

(i) where the Reference Currency is euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the CMS Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to the ISDA Rate specified in the applicable Pricing Supplement with (if applicable) a designated maturity equivalent to the ISDA Rate Designated Maturity specified in the applicable Pricing Supplement, all as determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

(ii) where the Reference Currency is sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating sterling interest rate swap transaction with a term equal to the CMS Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent to the ISDA Rate specified in the applicable Pricing Supplement if applicablea designated maturity equivalent to the ISDA Rate Designated Maturity specified in the applicable Pricing Supplement, all as determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

(iii) where the Reference Currency is U.S. dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. dollar interest rate swap transaction with a term equal to the CMS Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to the ISDA Rate specified in the applicable Pricing Supplement

with (if applicable) a designated maturity equivalent to the ISDA Rate Designated Maturity specified in the applicable Pricing Supplement, all as determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

(iv) where the Reference Currency is Canadian dollars, the mid-market swap rate as determined by the Calculation Agent in its sole discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice;

(v) where the Reference Currency is any other currency, the mid-market swap rate as determined by the Calculation Agent in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice; and

(vi) if the applicable Pricing Supplement specifies otherwise, the mid-market swap rate as determined in accordance with the applicable Pricing Supplement.

"**Relevant Time**" means (i) in the case of EURIBOR, 11:00 a.m., (ii) in the case of CNH HIBOR, 11:15 a.m., or if, at or around that time it is notified that the fixing will be published at 2:30 p.m., then as of 2:30 p.m. or (iii) in the case of HIBOR, 11:00 a.m. each as specified in the applicable Pricing Supplement, or (iv) where CMS Rate is specified in the applicable Pricing Supplement as the manner in which the Interest Rate is to be determined, has the meaning specified in the Pricing Supplement.

"**Representative Amounts**" means with respect of any CMS Rate on an Interest Payment Date, the amount that is representative for a single transaction in the relevant market at the time.

"**SONIA**" means the Sterling Overnight Index Average.

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which launched on 19 November 2007 (or any successor thereto).

"**TARGET2 Business Day**" means a day on which TARGET2 is open.

(iii) Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent will (unless otherwise specified in the applicable Pricing Supplement), on or as soon as practicable after each date on which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period or, if determining the First Reset Rate of Interest or a Subsequent Reset Rate of Interest in respect of Fixed Rate Reset Notes, the Interest Amount for each Interest Period falling within the relevant Reset Period (subject to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement). In the case of Index Linked Interest Notes, the Calculation Agent will notify the Agent of the rate of interest for the relevant Interest Period as soon as possible after calculating the same.

The Calculation Agent will (unless otherwise specified in the applicable Pricing Supplement) calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Notes or Index Linked Interest Notes 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 (i) the applicable Day Count Fraction, (ii) if the applicable Pricing Supplement specifies "Range Accrual" to be applicable to such Interest Payment Date, the applicable Range Accrual Factor (which shall be determined in accordance with Condition 4(m) (Calculation of Range Accrual Factor) below), 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 Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Notes shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions, "**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with Condition 4(d) for any Interest Period:

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

(B) if "**Actual/365 (Fixed)**" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;

(C) if "**Actual/365 (Sterling)**" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case the last day of the Interest Period falls in a leap year, 366;

(D) if "**Actual/360**" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;

(E) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Pricing Supplement, 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:

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

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

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

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

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

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

(F) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

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

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

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

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

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

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

(G) if "**30E/360 (ISDA)**" is specified in the applicable Pricing Supplement, 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"$\mathbf{D_1}$" 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 D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_2 will be 30.

(d) Notification of Rate of Interest and Interest Amount

The Bank will cause the Rate of Interest and each Interest Amount in respect of Floating Rate Notes, Fixed Rate Reset Notes or Range Accrual Notes for each Interest Period and the relevant Interest Payment Date to be notified by the Calculation Agent, in the case of Floating Rate Notes, Fixed Rate Reset Notes, Index Linked Interest Notes or Range Accrual Notes which are listed on a stock exchange, to such stock exchange and, if applicable, to any other stock exchange on *which* the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed, and to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter (or in the case of Notes where the Reference Rate is specified as being SONIA, two London Banking Days after such determination). 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. For the purposes of this subparagraph (v), the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and any Additional Business Centre specified in the applicable Pricing Supplement.

(e) Linear Interpolation

Where Linear Interpolation is specified as being applicable in respect of an Interest Period in the applicable Pricing Supplement, 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 Pricing Supplement) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Pricing Supplement), 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 Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

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

(f) 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, by the Agent or the Calculation Agent (if applicable), shall (in the absence of wilful default, bad faith or manifest error) be binding on the Bank, the Agent, the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or Calculation Agent (if applicable) in connection with the exercise or non-exercise by them of their powers, duties and discretions pursuant to such provisions.

(g) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period or Reset Period then, in the event that the Rate of Interest in respect of any such Interest Period or Reset Period determined in accordance with the following provisions is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period or Reset Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period or Reset Period then, in the event that the Rate of Interest in respect of any such Interest Period or Reset Period determined in accordance with the following provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period or Reset Period shall be such Maximum Rate of Interest.

(h) Interest on Zero Coupon Notes

Where a Zero Coupon Note becomes due and payable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with Condition 5(h) as its Amortised Face Amount. As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield specified in the applicable Pricing Supplement.

(i) Interest on Index Linked Interest Notes and Dual Currency Notes

In the case of Index Linked Interest Notes or Dual Currency Notes, if the Rate of Interest is to be determined by reference to an index and/or a formula or, as the case may be, an exchange rate, the rate or amount of interest payable shall be determined by the Calculation Agent specified in the applicable Pricing Supplement in the manner specified in the applicable Pricing Supplement.

(j) Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

(k) Accrual of Interest

Each Note (or in the case of the redemption of part of a Note, that part only of such Note) will cease to bear interest (if any) from the due date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue at the rate as provided herein.

(l) Interest Act (Canada) Disclosure

For the purpose of disclosure pursuant to the Interest Act (Canada), where interest is required to be calculated on the basis of a 360-day year or any other period of time that is less than a calendar year, the yearly rate of interest which is equivalent to the Rate of Interest for any period of less than one calendar year may be determined by multiplying such Rate of Interest by a fraction, the numerator of which is the actual number of days in the 12-month period constituting such calendar year and the denominator of which is 360 or such other period of time that is less than a calendar year, as the case may be.

The Bank confirms that it fully understands and is able to calculate the effective annual rate of interest applicable to each Note based on the methodology for calculating per annum rates provided for in the paragraph above if applicable. The Bank hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to each Note, that the interest payable under each Note and the calculation thereof has not been adequately disclosed to the Bank pursuant to Section 4 of the Interest Act (Canada).

(m) Calculation of the Range Accrual Factor

This Condition 4(m) is applicable to Fixed Rate Notes or Floating Rate Notes to which Range Accrual is specified to be applicable in the applicable Pricing Supplement ("Range Accrual Notes").

The "Range Accrual Factor" means in respect of an Interest Period, an amount calculated by the Calculation Agent in accordance with the following formula:

$$\frac{N1}{N2}$$

For the purposes of this Condition 4(m):

"**Calculation Day**" means, in respect of each Interest Period, each calendar day falling within such Interest Period.

"**Cap**" means, in respect of a Relevant Rate for any relevant Interest Period, the per annum rate specified in the applicable Pricing Supplement.

"**Common Valid Date**" means each day that is a Business Day in each Relevant Financial Centre.

"**CMS**" means the swap transaction in the Specified Currency with a maturity of the Specified Maturity.

"**First Reference Rate**" means the Range Accrual Reference Rate specified in the applicable Pricing Supplement and determined in accordance with these Conditions.

"**Floor**" means, in respect of a Relevant Rate for any relevant Interest Period, the per annum rate specified in the applicable Pricing Supplement.

"**N1**" means, in respect of any relevant Interest Period, the number of Calculation Days during such Interest Period for which, in respect of a Single Range Accrual Note, the Relevant Rate, and, in respect of a Dual Range Accrual Note, each applicable Relevant Rate is (a) if specified in the applicable Pricing Supplement that "greater than or equal to" shall apply, greater than or equal to the applicable Floor for that Interest Period (as determined by the Calculation Agent); or (b) if specified in the applicable Pricing Supplement that "greater than" shall apply, greater than the applicable Floor (as determined by the Calculation Agent); and (x) if specified in the applicable Pricing Supplement that "less than or equal to" shall apply, less than or equal to the applicable Cap for that Interest Period (as determined by the Calculation Agent); or (y) if specified in the applicable Pricing Supplement that "less than" shall apply, less than the applicable Cap (as determined by the Calculation Agent);

"**N2**" means, in respect of each Interest Period, the number of Calculation Days during such Interest Period, as determined by the Calculation Agent.

"**Range Accrual Reference Rate**" means (i) EURIBOR, (ii) CDOR, (iii) CNH HIBOR, (iv) HIBOR, (v) SONIA, (vi) CMS or (vii) €STR, as specified in the applicable Pricing Supplement.

"**Rate**" means, in respect of a Range Accrual Reference Rate specified in the applicable Pricing Supplement, either:

(1) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations (if there are two or more quotations on the Relevant Screen Page),

(in each case expressed as a percentage rate per annum) for the Range Accrual Reference Rate for the Specified Maturity and Specified Currency which appears or appear, as the case may be, on the Relevant Screen Page on which such Range Accrual Reference Rate is for the time being displayed at the Relevant Time in the Relevant Financial Centre on such Calculation Day. If such rate does not appear on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on such Calculation Day, the Calculation Agent will in its sole and absolute discretion, determine such rate (or

a method for determining such rate) for such Calculation Day, taking into consideration all available information and acting in good faith and in a commercially reasonable manner;

provided that: (i) in respect of a Single Range Accrual Note (as specified in the applicable Pricing Supplement), (A) subject to proviso (B) below, if any Calculation Day is not a Business Day in the Relevant Financial Centre, the rate for such Calculation Day shall be determined in respect of the immediately preceding Business Day in the Relevant Financial Centre; and (B) in respect of each Interest Period, the Relevant Rate in respect of each Calculation Day from, and including, the fifth Business Day in the Relevant Financial Centre or such other Business Day (such date being the "**Rate Cut-off Date**" for such Interest Period) prior to the Interest Payment Date falling immediately after the end of such Interest Period to, and including, the last Calculation Day of such Interest Period, shall be deemed to be the rate in respect of the Rate Cut-off Date; and (ii) in respect of a Single Range Accrual (as specified in the applicable Pricing Supplement) where CMS Spread is specified to be applicable in the Pricing Supplement and in respect of Terms and Conditions of the Notes of a Dual Range Accrual Note (as specified in the applicable Pricing Supplement), (A) subject to proviso (B) below, if any Calculation Day is not a Common Valid Date, the rate in respect of a Reference Rate for such Calculation Day shall be determined in respect of the immediately preceding Business Day in the Relevant Financial Centre for such Reference Rate; and (B) in respect of each Interest Period, the Relevant Rate in respect of each Calculation Day from, and including, the seventh Common Valid Date or such other Common Valid Date specified in the applicable Pricing Supplement (such date being the "**Rate Cut-off Date**" for such Interest Period) prior to the Interest Payment Date falling immediately after the end of such Interest Period to, and including, the last Calculation Day of such Interest Period, shall be deemed to be the rate for such Reference Rate in respect of the Rate Cut-off Date.

"**Relevant Rate**" means either:

(a) where Single Range Accrual Note is specified to be applicable in the Pricing Supplement either:

(i) the Rate as determined in accordance with these Conditions; or

(ii) where CMS Spread is specified to be applicable in the Pricing Supplement, the Rate in respect of the First Reference Rate minus the Rate in respect of the Second Reference Rate, as determined in accordance with these Conditions; or

(b) where Dual Range Accrual Note is specified to be applicable in the Pricing Supplement, each Rate determined in accordance with these Conditions provided that where CMS Spread is specified to be applicable in the Pricing Supplement, the Relevant Rate will be calculated as the Rate in respect of the First Reference Rate minus the Rate in respect of the Second Reference Rate, as determined in accordance with these Conditions.

"**Second Reference Rate**" means the Range Accrual Reference Rate specified in the applicable Pricing Supplement and determined in accordance with the Conditions.

"**Specified Currency**" means the currency in which the Notes are denominated unless otherwise specified in the applicable Pricing Supplement in relation to Range Accrual items thereof.

(n) Benchmark Discontinuation

(i) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part(s) thereof) remains to be determined by reference to such Original Reference Rate, then the Bank shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Bank determining a Successor Rate, or if there is no Successor Rate, an Alternative Rate (in accordance with Condition 4(n)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 4(n)(iii)) and any Benchmark Amendments (in accordance with Condition 4(n)(iv)).

An Independent Adviser appointed pursuant to this Condition 4(n) shall act in good faith and a commercially reasonable manner as an expert and (in the absence of bad faith, gross negligence or fraud) shall have no liability whatsoever to the Bank, the Fiscal Agent, the Paying Agents, the Calculation Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Bank in connection with any determination made by the Bank, pursuant to this Condition 4(n).

If the Bank is unable to appoint an Independent Adviser or unable to make the determination set out in Condition 4(n) (i), (ii), (iii) and (iv) in consultation with an Independent Adviser, the Bank, acting in good faith and in a commercially reasonable manner, may make such determinations itself in accordance with the foregoing provisions and taking into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets, and subject always to any Minimum Rate of Interest and/or Maximum Rate of Interest specified in the applicable Pricing Supplement.

(ii) Successor Rate or Alternative Rate

If the Bank, following consultation with the Independent Adviser (if any) and acting in good faith and a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(n)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part(s) thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(n); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(n))(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part(s) thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(n)).

(iii) Adjustment Spread

If the Bank, following consultation with the Independent Adviser (if any) and acting in good faith and a commercially reasonable manner, determines that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) then such Adjustment Spread shall

be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest 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(n) and the Bank, following consultation with the Independent Adviser (if any) and acting in good faith and in a commercially reasonable manner, determines (i) that amendments to these Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "Benchmark Amendments") and (ii) the terms of the Benchmark Amendments, then the Bank shall, subject to giving notice thereof in accordance with Condition 4(n)(v), vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

No consent of Noteholders shall be required in connection with effecting the relevant Successor Rate or Alternative Rate (as may be applicable), any Adjustment Spread and/or any Benchmark Amendments, or varying these Conditions and/or the Agency Agreement to give effect to such changes pursuant to this Condition 4(n), including the execution of any documents thereto or the taking of any steps by the Bank or any parties to any relevant documents (if required).

In connection with any such variation in accordance with this Condition 4(n)(iv), the Bank shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

The occurrence of a Benchmark Event, any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(n) will be notified promptly by the Bank to the Fiscal Agent and the Calculation Agent and, in accordance with Condition 13, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Successor Rate or Alternative Rate (as may be applicable), the Adjustment Spread, and/or the Benchmark Amendments, if any.

No later than one Business Day following the date of notifying the Fiscal Agent of the same, the Bank shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Bank:

(A) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(n); and

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and (in either case) the applicable Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Bank, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Bank under Condition 4(n) (i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Conditions 4(b), 4(c)(ii)(A), 4(c)(ii)(B) or 4(c)(ii)(C) will continue to apply until a Benchmark Event has occurred and the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread (if applicable) and Benchmark Amendments, in accordance with Condition 4(n)(v).

(vii) Fallbacks

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, no Successor Rate or Alternative Rate (as the case may be) is determined pursuant to this Condition 4(n), the Original Reference Rate and the fallback provisions provided for in Condition 4(b), Condition 4(c)(ii)(A) or Condition 4(c)(ii)(B) will continue to apply for the purposes of determining such Rate of Interest on such Interest Determination Date.

For the avoidance of doubt, the foregoing paragraph shall apply to the determination of the Rate of Interest on the relevant Interest Determination Date or Reset Determination Date, as the case may be only, and the Rate of Interest applicable to any subsequent Interest Periods(s) or Reset Periods, as the case may be is subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(n).

(viii) Definitions:

As used in this Condition 4(n):

"**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, to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(B) if no such formal recommendation has been made in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body and, in all cases of an Alternative Rate, the Bank determines, following consultation with the Independent Adviser (if any) and acting in good faith and a commercially reasonable manner, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate of the Original Reference Rate; or

(C) if the Bank determines, following consultation with the Independent Adviser (if any) and acting in good faith and a commercially reasonable manner, that no such spread is customarily applied

in international debt capital markets under (B) above, the Bank determines, following consultation with the Independent Adviser (if any) and acting in good faith and a commercially reasonable manner, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(D) if the Bank determines that no industry standard is recognised or acknowledged as aforesaid and, consequently, no such spread, formula or methodology can be determined in accordance with (A) to (C) above, the Bank, in its discretion, following consultation with the Independent Adviser 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 subclause (D) only, of reducing or eliminating any economic prejudice or benefit (as the case may be) to the Noteholders.

"**Alternative Rate**" means an alternative to the benchmark or screen rate which the Bank determines in accordance with Condition 4(n)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part(s) thereof) for the same interest period and in the same Specified Currency as the Notes.

"**Benchmark Amendments**" has the meaning given to it in Condition 4(n)(iv).

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing be published for a period of at least five Business Days or ceasing to exist; or

(B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(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 either generally or in respect of the Notes; or

(E) the making of a public statement by the supervisor or the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of its relevant underlying market; or

(F) it has become unlawful for any Paying Agent, the Calculation Agent or the Bank to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 or, in relation to the UK, Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (as amended from time to time), if applicable).

provided that the Benchmark Event shall be deemed to occur (a) in the case of paragraphs (B) and (C) above, on the date of the cessation of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of (D) above, on the date of prohibition of use of the Original Reference Rate and (c) in the case of paragraph (E) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the public statement, and, in each case, not the date of the relevant public statement.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Bank at its own expense under Condition 4(n)(i).

"**Original Reference Rate**" means either (i) the benchmark and screen rate (as applicable) originally specified for the purposes of determining the Rate of Interest (or any component part(s) thereof, including without limitation, any component mid-swap floating rate leg) on the Notes or (ii) any Successor Rate or Alternative Rate which replaces the Original Reference Rate pursuant to the operation of this Condition 4(n).

"**Relevant Nominating Body**" means, in respect of a benchmark and screen rate (as applicable):

(A) the central bank for the currency to which the benchmark and screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark and screen rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (w) the central bank for the currency to which the benchmark and screen rate (as applicable) relates, (x) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark and screen rate (as applicable), (y) a group of the aforementioned central banks or other supervisory authorities or (z) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

5. Redemption and Purchase

(a) At Maturity

Unless previously repaid, each Note will be repaid by the Bank at its Final Redemption Amount in the relevant Specified Currency on the Maturity Date specified in the applicable Pricing Supplement.

(b) Early Redemption for Tax Reasons

If, (i) as a result of any change in the federal laws of Canada or any province, territory or political division thereof or any authority or agency therein or thereof having power to tax or, in the case of Notes issued by a branch of the Bank that is located outside Canada, of the country in which such branch is located or any political division thereof or any authority or agency therein or thereof having power to tax, or any change in the interpretation or administration of any such laws, which change becomes effective on or after the latest Issue Date of the Notes of this Series, the Bank would, on the occasion of the next payment due in respect of the Notes of this Series, be required to pay additional

amounts as provided in Condition 9, (ii) such obligation cannot be avoided by the Bank taking reasonable measures available to it (which, for the avoidance of doubt, does not include substitution of the obligor under the Notes) and (iii) such circumstances are evidenced by the delivery to the Agent of a certificate signed by two senior officers of the Bank stating that said circumstances prevail and describing the facts leading thereto and an opinion of independent legal advisers of recognised standing to the effect that said circumstances prevail, the Bank may at its option, having given not more than 60 nor less than 30 days' notice (unless otherwise specified in the applicable Pricing Supplement) to the holders of the Notes of this Series, at any time or, if the Notes of this Series bear interest at a floating rate, on any Interest Payment Date redeem all, but not some only, of the Notes of this Series each at its Early Redemption Amount referred to in paragraph (e) below, together, if appropriate, with interest accrued to, but excluding, the date of redemption; provided further that in respect of Bail-inable Notes, where the redemption would lead to a breach of the Bank's minimum total loss absorbing capacity ("**TLAC**") requirements such redemption will be subject to the prior approval of the Superintendent. Upon the expiry of the aforementioned notice, the Bank shall be bound to redeem the Notes of this Series accordingly.

(c) Redemption due to TLAC Disqualification Event:

This Condition 5(c) applies to Bail-inable Notes only.

Where a TLAC Disqualification Event Call is specified as being applicable in the relevant Pricing Supplement relating to a Series of Bail-inable Notes, the Bank may, at its option, on not less than the minimum period of notice and not more than the maximum period of notice specified in the applicable Pricing Supplement and in accordance with Condition 13, on expiry of such notice (which must fall within 90 days following such TLAC Disqualification Event (as defined below)) redeem all, but not some only, of the Series of Notes prior to their stated maturity date on, or within 90 days after, a TLAC Disqualification Event (as defined below) at the Early Redemption Amount, plus any accrued but unpaid interest to (but excluding) the date fixed for redemption. Such redemption will be subject to the prior approval of the Superintendent.

A "**TLAC Disqualification Event**" means the Office of the Superintendent of Financial Institutions has advised the Bank in writing that the Series of Bail-inable Notes will no longer be recognised in full as TLAC under the guideline for TLAC for banks in Canada in effect from time to time, as interpreted by the Superintendent, provided that a TLAC Disqualification Event shall not occur where the exclusion of the Series of Bail-inable Notes from the Bank's TLAC requirements is due to the remaining term to maturity of such Series of Bail-inable Notes being less than any period prescribed by any relevant TLAC eligibility criteria applicable as of the Issue Date of the first Tranche of such Series of Bail-inable Notes.

(d) Early Redemption for Illegality

If so specified as being applicable in the applicable Pricing Supplement, in the event that the Bank determines in good faith that the performance of the Bank's obligations under the Notes or any arrangement made to hedge the Bank's obligations under the Notes have or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Bank having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Pricing Supplement to Noteholders in accordance with Condition 13 (which notice shall be irrevocable),

may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption. In respect of Bail-inable Notes, where the redemption would lead to a breach of the Bank's minimum TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

(e) Early Redemption for a Disruption Event

Where Early Redemption for a Disruption Event is specified as being applicable in the applicable Pricing Supplement, in the event of a Disruption Event, the Bank having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Pricing Supplement to Noteholders in accordance with Condition 13 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption. In respect of Bail-inable Notes, where the redemption would lead to a breach of the Bank's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

As used in this Condition 5(e):

"**Disruption Event**" means a Hedging Disruption or an Increased Cost of Hedging.

"**Hedging Disruption**" means that the Hedging Entity is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any of the underlying reference rates, or other price risk of the Bank issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"**Hedging Entity**" means (a) the Bank or (b) any affiliate or any entity (or entities) acting on behalf of the Bank that is engaged in any underlying or hedging transactions related to the underlying reference rates in respect of the Bank's obligations under the Notes.

"**Increased Cost of Hedging**" means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of the relevant securities or other risk of the Bank issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Bank and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

"**Trade Date**" has the meaning given to it in the applicable Pricing Supplement.

(f) Early Redemption for Administrator/Benchmark Event

Where Early Redemption for an Administrator/Benchmark Event is specified as being applicable in the applicable Pricing Supplement, in the event of an Administrator/Benchmark Event, the Bank may (at its option and sole and absolute discretion):

(i) instruct the Calculation Agent to make such adjustment(s) to the terms of the Notes as it may determine appropriate in its sole and absolute discretion to account for the relevant event or circumstance and, without limitation, such adjustment(s) may include selecting a successor benchmark(s) and making related adjustment(s) to the terms of the Notes including where applicable to reflect any increased costs of the Bank and/or any Hedging Entity providing exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks; or

(ii) having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Pricing Supplement to Noteholders in accordance with Condition 13 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount and no further interest (if applicable) will be payable since the immediately preceding Interest Payment Date or, if none, the Issue Date. In respect of Bail-inable Notes, where the redemption would lead to a breach of the Bank's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

For the avoidance of doubt, the above is additional, and without prejudice, to any other terms of the Notes. In the event that under any such terms any other consequences could apply in relation to an event or occurrence the subject of an Administrator/Benchmark Event, the Bank shall determine which terms shall apply in its sole and absolute discretion.

The Bank shall give notice as soon as practicable to Holders in accordance with Condition 13 of any adjustment(s) made pursuant to paragraph (i) above, provided that any failure to give, or non-receipt of, such notice shall not affect the validity of such adjustment(s).

For the purposes of this Condition:

"**Administrator/Benchmark Event**" means, in relation to any Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event, a Suspension/Withdrawal Event or a Non-Representative Event, all as determined by the Calculation Agent.

"**Benchmark**" means any figure, level, rate or value by reference to which any amount payable or deliverable under the Notes, or the value of the Notes, is determined in whole or in part, including, without limitation, any benchmark as defined in the BMR, all as determined by the Calculation Agent.

"**Benchmark Modification or Cessation Event**" means, in respect of the Benchmark, any of the following has occurred or will occur:

(i) any material change in such Benchmark;

(ii) the permanent or indefinite cancellation or cessation in the provision of such Benchmark; or

(iii) a regulator or other official sector entity prohibits the use of such Benchmark.

"**BMR**" means the EU Benchmark Regulation (Regulation (EU) 2016/1011) or any UK-equivalent version thereof where applicable, in each case as amended from time to time.

"**Hedging Entity**" means (a) the Bank or (b) any affiliate or any entity (or entities) acting on behalf of the Bank that is engaged in any underlying or hedging transactions related to the underlying reference rates in respect of the Bank's obligations under the Notes.

"**Non-Approval Event**" means, in respect of the Benchmark:

(i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be obtained;

(ii) the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be included in an official register; or

(iii) the Benchmark or the administrator or sponsor of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Notes, the Bank, the Calculation Agent or the Benchmark,

in each case, as is or will be required under any applicable law or regulation in order for any of the Bank, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

"**Non-Representative Event**" means, in respect of the Benchmark, an official announcement by the supervisor of the administrator and/or sponsor of the Benchmark that the Benchmark is no longer or, as of a specified future date will no longer be, representative of any relevant underlying market(s).

"**Rejection Event**" means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register which, in each case, is or will be required in relation to the Notes, the Benchmark or the administrator or sponsor of the Benchmark under any applicable law or regulation for any of the Bank, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

"**Suspension/Withdrawal Event**" means, in respect of the Benchmark:

(i) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator or sponsor of the Benchmark which is or will be required under any applicable law or regulation in order for any of the Bank, the Calculation Agent or any other entity to perform its obligations in respect of the Notes; or

(ii) the Benchmark or the administrator or sponsor of the Benchmark is or will be removed from any official register where inclusion in such register is or will be required under any applicable law in order for any of the Bank, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

(g) Early Redemption at the Option of the Bank (Bank Call Option)

If, and to the extent a Bank Call Option is specified in the applicable Pricing Supplement as being applicable, the Bank may, having given not more than 60 nor less than 30 days' notice (unless otherwise specified in the applicable Pricing Supplement) to the Agent and, in accordance with Condition 13, to the holders of the Notes of this Series (which notice shall be irrevocable), redeem all or, if specified in the Pricing Supplement, some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) indicated in the applicable Pricing

Supplement together, if appropriate, with interest accrued to but excluding such Optional Redemption Date(s), provided that in respect of Bail-inable Notes where the redemption would lead to a breach of the Bank's minimum TLAC requirements, such redemption will be subject to the prior approval of the Superintendent. In the event of a partial redemption of such Notes, such redemption must be for an amount not less than the Minimum Redemption Amount nor greater than the Maximum Redemption Amount, as indicated in the applicable Pricing Supplement and in the case of a partial redemption of Definitive Notes, the Notes to be redeemed will be selected individually by lot not more than 60 days prior to the date fixed for redemption and a list of the Notes called for redemption will be published in accordance with Condition 13 not less than 15 days prior to such date. In the case of a partial redemption of Global Notes, the relevant Notes will be redeemed in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, such partial redemption 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.

(h) Early Redemption at the Option of the Noteholders (Noteholder Put Option)

This Condition 5(h) is not applicable to Bail-inable Notes.

If, and to the extent a Noteholder Put Option is specified in the applicable Pricing Supplement as being applicable, upon the holder of any Note giving to the Bank in accordance with Condition 13 not more than 60 nor less than 30 days' notice (unless otherwise specified in the applicable Pricing Supplement) (which notice shall be irrevocable) the Bank will, upon the expiry of such notice, redeem subject to, and in accordance with, the terms specified in the applicable Pricing Supplement in whole (but not in part) such Note on the Optional Redemption Date and at the Optional Redemption Amount indicated in the applicable Pricing Supplement together, if appropriate, with interest accrued to but excluding such Optional Redemption Date.

In order to exercise such option, the Noteholder must, on any Business Day falling within the notice period, in the case of a Definitive Note held within Euroclear or Clearstream, Luxembourg, deposit the relevant Note (together, in the case of a Definitive Note that is not a Zero Coupon Note, with all unmatured Coupons appertaining thereto other than any Coupon maturing on or before the Optional Redemption Date (failing which the provisions of Condition 6(c) shall apply) during normal business hours at the specified office of any Paying Agent together with a duly completed early redemption notice ("**Put Notice**") in the form which is available from the specified office of any Paying Agent.

In the case of a Global Note or Definitive Note held through Euroclear or Clearstream, Luxembourg, to exercise the right to require the redemption of the Note, the Noteholder of the Note must, within the notice period, give notice to the Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on such Noteholder's instruction by Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be, for them to the Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time. Notwithstanding the foregoing, Notes represented by a Global Note shall be deemed to be deposited with a Paying Agent for purposes of this Condition 5(g) at the time a Put Notice has been received by the Paying Agent in respect of such Notes. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement).

The Noteholder of a Note may not exercise such Put Option in respect of any Note which is the subject of an exercise by the Bank of its option to redeem such Note under either Condition 5(b), (c), (d), (e), (f) or (g).

(i) Early Redemption Amounts

For the purposes of paragraph (b) above and Condition 10, Notes will be redeemed at an amount (the "**Early Redemption Amount**") calculated as follows:

(i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereofor as otherwise specified in the applicable Pricing Supplement; or

(ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount set out in, or determined in the manner set out in, the applicable Pricing Supplement or, if no such amount or manner is set out in the applicable Pricing Supplement, at their nominal amount; or

(iii) in the case of Zero Coupon Notes, at an amount (the "**Amortised Face Amount**") equal to (unless otherwise specified in the applicable Pricing Supplement):

(A) the sum of (x) the Reference Price specified in the applicable Pricing Supplement and (y) (a) if Compounding Accrual is specified in the applicable Pricing Supplement, the product of the Accrual Yield specified in the applicable Pricing Supplement (compounded annually or semi-annually or as otherwise specified in the applicable Pricing Supplement) being applied to the Reference Price or (b) if Linear Accrual is specified in the applicable Pricing Supplement, the product of the Accrual Yield (without any compounding) being applied to the Reference Price

where:

"**Accrual Yield**" means the rate specified as such in the applicable Pricing Supplement; and

"**Reference Price**" means the amount specified as such in the applicable Pricing Supplement, which is the product of the Issue Price and the Calculation Amount, from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Unless otherwise specified in the Pricing Supplement, where any such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day Count Fraction specified in the applicable Pricing Supplement which will be either (i) 30 / 360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (Fixed), Actual/365 or Actual/Actual (in which case the numerator will be equal to the actual number of days from (and including) the Issue

Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365) or (iv) Actual/Actual (ICMA) (as defined in Condition 4(a) except that the Accrual Period will commence on (and include) the Issue Date of the first Tranche of the Notes and end on (but exclude) the date fixed for redemption or (as the case may be) the date upon which the Notes become due and repayable); or

(B) if the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (b) above or upon its becoming due and repayable as provided in Condition 10 is not paid or available for payment when due, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount of such Zero Coupon Note calculated as provided above as though the references in clause (A) to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date (the "**Reference Date**") which is the earlier of:

(1) the date on which all amounts due in respect of the Note have been paid; and

(2) the date on which the full amount of the moneys repayable has been received by the Agent and notice to that effect has been given in accordance with Condition 13.

The calculation of the Amortised Face Amount in accordance with this clause (B) will continue to be made, after as well as before judgment, until the Reference Date unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the nominal amount of such Note together with interest at a rate per annum equal to the Accrual Yield.

(iv) in the case of Index Linked Notes (unless otherwise specified in the applicable Pricing Supplement) at an amount that on the date for redemption would have the effect of preserving for the holders of the Notes the economic equivalent of the obligation of the Bank to make payments (of interest and/or principal) in respect of the Notes that would otherwise have fallen due after the date fixed; or

(v) in the case of Dual Currency Notes, at a price determined as specified in the applicable Pricing Supplement.

Where any such calculation is to be made for a period of less than a full year, it shall be made on the basis of the Day Count Fraction specified in the applicable Pricing Supplement.

(j) Instalments

Any Instalment Note will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of Definitive Notes, all instalments (other than the final instalment) will be paid against surrender of the relevant Receipt (which must be presented with the Note to which it appertains) and in the case of the final instalment against surrender of the relevant Note, all as more fully described in Condition 6.

(k) Purchases

Subject to any applicable legal or regulatory restrictions, the Bank may at any time purchase Notes (provided that, in the case of Definitive Notes, all unmatured Coupons appertaining thereto are surrendered therewith) in the open market or by private treaty at any price, provided that in respect of Bail-inable Notes where the purchase would lead to a breach of the Bank's minimum TLAC requirements, such purchase will be subject to the prior approval of the Superintendent. If purchases are made by tender, tenders must be available to all holders of Notes of the relevant Series alike.

(l) Cancellation

Subject to the next following sentence, all Notes redeemed or purchased by the Bank as aforesaid will be cancelled forthwith, together with all unmatured Receipts and Coupons attached thereto or surrendered or purchased therewith, and may not be resold or reissued. Notwithstanding the foregoing, BMO Capital Markets shall be permitted to purchase Notes and hold the same without requirement for cancellation and to reissue and resell the same, provided such reissue or resale is (or are) done by BMO Capital Markets in its capacity as Lead Manager and/or Stabilisation Manager of the issue of the Senior Notes and for any other appropriate purpose in connection with such roles, including, subject to regulatory requirements, market-making activities in respect of the Notes.

(m) Further Provisions applicable to Redemption Amount and Instalment Amounts

(A) The provisions of Conditions 4(c)(iii), (d) and (f) shall apply with necessary adaptations to any determination or calculation of the Redemption Amount or any Instalment Amount required by the applicable Pricing Supplement to be made by the Calculation Agent.

(B) References herein to "**Redemption Amount**" shall mean, as appropriate, the Final Redemption Amount, the final Instalment Amount and the Early Redemption Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the applicable Pricing Supplement.

(n) Redemption Irrevocable

A notice of redemption under this Condition 5 shall be irrevocable provided that Bail-inable Notes continue to be subject to a Bail-in Conversion prior to their repayment in full.

6. Payments

(a) Method of Payment

Subject as provided below:

(i) Payments in a Specified Currency other than euro, U.S. dollars or Renminbi will be made by credit or transfer to an account in the Specified Currency (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency.

(ii) 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) with a bank specified by the payee or, at the option of the payee, by a euro cheque.

(iii) Payments in U.S. dollars will be made by transfer to a U.S. dollar account maintained by the payee outside of the United States or by a cheque drawn on a United States bank.

(iv) Payments in in Renminbi will be made by transfer to a Renminbi account maintained by or on behalf of the payee with a bank in the RMB Settlement Centre in accordance with applicable laws, rules and regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to the settlement in Renminbi in the RMB Settlement Centre).

In no event will payment of amounts due in respect of Notes be made by a cheque mailed to an address, or by transfer or credit to an account at a bank located, in the United States (which expression, as used in this Condition 6, means the United States of America, including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction).

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 9, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 9) any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction pursuant to Section 871(m) of the Code ("**871(m) Withholding**"). In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Bank shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law.

Payments on Notes that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Bank will be deemed to withhold, 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Bank will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

(b) Payments in respect of Global Notes

Payment of principal and interest (if any) in respect of Global Notes will (subject as provided below) be made by transfer to an account in the Specified Currency maintained by the relevant clearing system. Payment of principal will be made against presentation or surrender of the Global Note and a record of each payment so made will be made on such Global Note by or on behalf of the Agent. Such record shall be prima facie evidence that the payment in question has been made.

Subject as provided below, (i) the relevant clearing system shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Bank will be discharged by payment to, or to the order of the relevant clearing system in respect of each amount so paid and (ii) each of the persons shown in the records of the relevant clearing system as the beneficial owner of a

particular nominal amount of Notes must look solely to Euroclear and/or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Bank. In certain limited circumstances in which payments in respect of a Global Note are not made when due, owners of beneficial interests in such Note may become entitled to proceed directly against the Bank. See "*Issue Procedures*".

(c) Payments in respect of Definitive Notes

Payments of principal in respect of Definitive Notes will (subject as provided below) be made in the Specified Currency in the manner provided in paragraph (a) above against surrender of Definitive Notes and payments of interest in respect of the Definitive Notes will (subject as provided below) be made in the Specified Currency in the manner provided in paragraph (a) above against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States.

Notwithstanding the foregoing, if the Definitive Notes are denominated or payable in U.S. dollars, payments in respect of the Definitive Notes will only be made at the specified office of a Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)) if:

(i) the Bank has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount owing in respect of the Notes in the manner provided above when due;

(ii) payment of the full amount owing in respect of the Notes at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions; and

(iii) such payment is then permitted under United States law without involving, in the opinion of the Bank, adverse tax consequences to the Bank.

Payments of instalments of principal (if any), other than the final instalment in respect of Definitive Notes, will (subject as provided below) be made against presentation and surrender of the relevant Receipt. Each Receipt must be presented for payment of the relevant instalment together with the relevant Definitive Note to which it appertains. Upon any Definitive Note becoming due and payable prior to its stated maturity date, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof. Unmatured Receipts and Receipts presented without the Definitive Note to which they appertain do not constitute valid obligations of the Bank.

Fixed Rate Notes in definitive form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) must be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons to be issued on exchange of matured Talons) failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the aggregate amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time after the Relevant Date (as defined in Condition 9) in respect of such principal and before the expiration of the relevant period of prescription

under Condition 12. Upon any such 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 date on which any Floating Rate Note, Dual Currency Note, Index Linked Interest Note or Long Maturity Note in definitive form becomes due and repayable, all unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof. A "***Long Maturity Note***" is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose Nominal Amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the Nominal Amount of such Note.

(d) Payment of Accrued Interest on Redemption

If the due date for redemption of any Definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from and including the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Note.

(e) Payment Business Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Business Day, the holder thereof shall not be entitled to payment until the next following Payment Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, unless specified in the applicable Pricing Supplement, "***Payment Business Day***" means a day which is:

(i) a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in:

(A) the relevant place of presentation (in the case of Notes in definitive form only); and

(B) any Additional Financial Centre (other than TARGET2) specified in the applicable Pricing Supplement;

(ii) if TARGET2 is specified as an Additional Financial Centre in the applicable Pricing Supplement, a day which is a TARGET2 Business Day; and

(iii) either (1) in relation to any sum payable in a Specified Currency other than euro or Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (which, in the case of Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (2) in relation to any sum payable in euro, a day which is a TARGET2 Business Day or (3) in relation to any sum payable in Renminbi, a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in the RMB Settlement Centre.

"**Additional Financial Centre(s)**" means the additional financial centre(s) that are relevant to determining whether a day is a Payment Business Day, as specified in the applicable Pricing Supplement.

(f) Payment in an Alternative Currency

Unless specified otherwise in the applicable Pricing Supplement, if Alternative Currency Payment is specified in the Pricing Supplement and the Bank is due to make a payment in a currency (the "***original currency***") other than Renminbi in respect of any Note, Receipt or Coupon and the original currency is not available on the foreign exchange markets due to the imposition of exchange controls, the original currency's replacement or disuse or other circumstances beyond the Bank's control, the Bank will be entitled to satisfy its obligations in respect of such payment by making payment in the Alternative Currency specified in the applicable Pricing Supplement on the basis of the spot exchange rate (the "***Alternative Currency FX Rate***") at which the original currency is offered in exchange for the Alternative Currency in the London foreign exchange market (or, at the option of the Bank or its designated Calculation Agent, in the foreign exchange market of any other financial centre which is then open for business) at noon, London time, two Business Days prior to the date on which payment is due or, if the Alternative Currency FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Bank or by its designated Calculation Agent acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the Alternative Currency FX Rate or substitute exchange rate as aforesaid may be such that the resulting Alternative Currency amount is zero and in such event no amount of the Alternative Currency or the original currency will be payable. Any payment made in the Alternative Currency or non-payment in accordance with this paragraph will not constitute an Event of Default under Condition 10.

(g) 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:

(i) any additional amounts which may be payable under Condition 9 in respect of principal;

(ii) the Optional Redemption Amount of the Notes;

(iii) the Final Redemption Amount of the Notes;

(iv) the Early Redemption Amount of the Notes;

(v) in relation to Zero Coupon Notes, the Amortised Face Amount;

(vi) in relation to Notes redeemable in instalments, the Instalment Amounts; and

(vii) any premium and any other amounts 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 under Condition 9 in respect of interest.

(h) RMB Notes

If the Bank is due to make a payment in Renminbi in respect of any Note, Receipt or Coupon, and if by reason of Inconvertibility, Non-transferability or Illiquidity, the Bank is not able, or it would be impracticable for it, to satisfy payments of principal or interest (in whole or in part) in respect of the Notes when due in Renminbi in an RMB Settlement Centre, the Bank may, on giving not less than five or more than 30 days' irrevocable notice to the Noteholders prior to the due date for payment, settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount.

Any payment made in under such circumstances in U.S. dollars will not constitute an Event of Default under Condition 10 or trigger the Bank's indemnification obligation under Condition 18.

For the purpose of this Condition:

"**Calculation Agent**" means the Agent or such other entity specified in the applicable Pricing Supplement;

"**CNY Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in the relevant RMB Settlement Centre(s);

"**Governmental Authority**" means, in respect of the relevant RMB Settlement Centre, any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the relevant RMB Settlement Centre;

"**Illiquidity**" means where the general Renminbi exchange market in the relevant RMB Settlement Centre becomes illiquid and, as a result of which, the Bank cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the Notes as determined by the Bank in good faith and in a commercially reasonable manner following consultation with two CNY Dealers;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Bank to convert any amount due in respect of the Notes into Renminbi in the general Renminbi exchange market in the relevant RMB Settlement Centre, other than where such impossibility is due solely to the failure of the Bank to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of the Notes and it is impossible for the Bank, due to an event beyond its control, to comply with such law, rule or regulation);

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Bank to deliver Renminbi between accounts inside the relevant RMB Settlement Centre or from an account inside the relevant RMB Settlement Centre to an account outside the relevant RMB Settlement Centre, other than where such impossibility is due solely to the failure of the Bank to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the first Tranche of Notes and it is impossible for the Bank, due to an event beyond its control, to comply with such law, rule or regulation);

"**Rate Calculation Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are open for general business (including dealings in foreign exchange) in the relevant RMB Settlement Centre and in New York City;

"**Rate Calculation Date**" means the day which is two Rate Calculation Business Days before the due date of the relevant amount under these Conditions;

"**Relevant Valuation Time**" means the time specified as such in the applicable Pricing Supplement;

"**Spot Rate**" means the spot/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in the relevant RMB Settlement Centre for settlement in two Rate Calculation Business Days, as determined by the Calculation Agent at or around the Relevant Valuation Time on the Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent will determine the Spot Rate at or around the Relevant Valuation Time on the Rate Calculation Date as the most recently available Renminbi/U.S. dollar official fixing rate for settlement in two Rate Calculation Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate;

"**U.S. Dollar Equivalent**" means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Rate Calculation Date.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6(h) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Bank, the Agent, the other Paying Agents and all Noteholders and Couponholders.

7. Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out below and on the Notes. If any additional or other Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Pricing Supplement. In acting under the Agency Agreement, the Paying Agents will act solely as agents of the Bank and do not assume any obligations or relationships of agency or trust to or with the Noteholders, Receiptholders or Couponholders, except that (without affecting the obligations of the Bank to the Noteholders, Receiptholders and Couponholders to pay principal of and interest on the Notes) funds received for the payment of the principal of or interest on the Notes shall be held by it in trust for the Noteholders, Receiptholders and/or Couponholders until the expiration for the relevant period of prescription under Condition 12. The Bank agrees to perform and observe the obligations imposed upon it under the Agency Agreement and to cause the Paying Agents to perform and observe the obligations imposed upon them under the Agency Agreement.

The Bank is entitled to 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:

(i) so long as any Notes are outstanding, there will at all times be an Agent;

(ii) so long as any Notes are outstanding, there will at all times be a Paying Agent (which may be the Agent) with a specified office in a leading financial centre approved by the Agent in continental Europe; and

(iii) so long as any Notes are listed and/or admitted to trading on any stock exchange (or other relevant listing authority), there will at all times be a Paying Agent (which may be the Agent) with a specified office in each location as may be required by the rules and regulations of the relevant stock exchange (or other relevant listing authority).

In addition, the Bank shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 6(c). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Agent and the Noteholders in accordance with Condition 13 provided that no such variation, termination, appointment or change shall take effect (except in the case of insolvency) within 15 days before or after any Interest Payment Date or Instalment Date. Notwithstanding the foregoing, the Bank may (after consultation with the Agent) appoint one or more additional paying agents for a specific Series of Notes, which shall be specified in the applicable Pricing Supplement and whose appointment shall be of immediate effect without any further requirement to give notice to the Noteholders.

8. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent 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 6(c) and Condition 12. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

9. Taxation

All payments of principal and interest in respect of the Notes, Receipts and Coupons by or on behalf of the Bank will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or charges of whatever nature imposed or levied by or on behalf of the Government of Canada or any province, territory or political division thereof or any authority or agency therein or thereof having power to tax or, in the case of Notes issued by a branch of the Bank located outside Canada, of the country in which such branch is located (the "***Branch Country***") or any political division thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or charges is required by law or by the interpretation or administration thereof. In that event, the Bank will pay such additional amounts as may be necessary in order that the net amounts receivable by the Noteholders, the Receiptholders or the Couponholders, as the case may be, after such withholding or deduction shall equal the respective amounts of principal or interest which would have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amount shall be payable with respect to any Note, Receipt or Coupon:

(i) to, or to a third party on behalf of, a Noteholder, Receiptholder or Couponholder who is liable to such taxes, duties, assessments or charges in respect of such Note, Receipt or Coupon by reason of such Noteholder, Receiptholder or Couponholder having some connection with Canada or, in the case of Notes issued by a branch of the Bank located outside Canada, the Branch Country, other than the mere holding or use outside Canada or the Branch Country, or ownership as a non-resident of Canada or the Branch Country, of such Note, Receipt or Coupon;

(ii) to, or to a third party on behalf of, a Noteholder, Receiptholder or Couponholder, in respect of whom such tax, duty, assessment or governmental charge is required to be withheld or deducted by reason of such Noteholder, Receiptholder or Couponholder's failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with Canada of such Noteholder, Receiptholder or Couponholder if (a) compliance is required by law or by the interpretation of administration thereof as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other charge and (b) the Bank has given the Noteholder, Receiptholder, Couponholder or, if such Noteholder, Receiptholder or Couponholder is not the beneficial owner of the Note, Receipt or Coupon in question, the beneficial owner of such Note, Receipt or Coupon, at least 30 days' notice that the Noteholder, Receiptholder, Couponholder or beneficial owner will be required to provide such certification, identification, documentation or other requirement;

(iii) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on or before such thirtieth day, assuming that day to have been a Payment Business Day (as defined in Condition 6(e));

(iv) to, or to a third party on behalf of, a Noteholder, Receiptholder or Couponholder in respect of whom such tax, duty, assessment or governmental charge is required to be withheld or deducted by reason of such Noteholder, Receiptholder or Couponholder or other person entitled to payments under the Notes, Receipts or Coupons, as the case may be, being a person with whom the Bank is not dealing at arm's length (within the meaning of the Income Tax Act (Canada));

(v) to, or to a third party on behalf of, a Noteholder, Receiptholder or Couponholder who is, or who does not deal at arm's length with a person who is, a "specified shareholder" (as defined in subsection 18(5) of the Income Tax Act (Canada)) of the Bank; or

(vi) for or on account of any 871(m) Withholding.

As used herein, the "***Relevant Date***" means:

(A) the date on which such payment first becomes due; or

(B) if the full amount of the moneys payable has not been received by the Agent on or prior to such due date, the date on which, the full amount of such moneys having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 13.

If the Bank becomes subject generally at any time to any taxing jurisdiction other than or in addition to Canada or the Branch Country, references in Condition 5(b) and this Condition 9 to Canada or the Branch Country shall be read and construed as references to Canada or the Branch Country and/or to such other jurisdiction(s).

Any reference in these Terms and Conditions to "***principal***" and/or "***interest***" in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 9. Unless the context otherwise requires, any reference in these Terms and Conditions to "***principal***" shall include any premium payable in respect of a Note, any Instalment Amount, or Redemption Amount and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and "***interest***" shall

include all amounts payable pursuant to Condition 4 and any other amounts in the nature of interest payable pursuant to these Terms and Conditions.

10. Events of Default

Each holder of Notes is entitled to declare his Senior Note or Principal At Risk Note, as applicable due, and payable, and the relevant Note shall thereupon become immediately repayable at its nominal amount, together with accrued interest payable thereon, on the occurrence of any one of the following events (the "***Events of Default***"):

(a) default is made for more than 30 Business Days (as defined in the Condition 4) in the payment on the due date of interest or principal in respect of any such Notes; or

(b) the Bank shall become insolvent or bankrupt or subject to the provisions of the Winding-up and Restructuring Act (Canada), or any statute hereafter enacted in substitution therefor, as such Act, or substituted Act, as may be amended from time to time, or if the Bank goes into liquidation, either voluntary or under an order of a court of competent jurisdiction, passes a resolution for the winding-up, liquidation or dissolution of the Bank, is ordered wound-up or otherwise acknowledges its insolvency.

Noteholders may only exercise rights under this Condition 10(b)(i) and 10(b)(ii) in respect of Bail-inable Notes where an order has not been made pursuant to subsection 39.13(1) of the CDIC Act in respect of the Bank. Notwithstanding the exercise of any rights by Noteholders under this Condition 10 in respect of Bail-inable Notes, Bail-inable Notes will continue to be subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares under subsection 39.2(2.3) of the CDIC Act until repayment in full. A conversion of Bail-inable Notes into common shares under subsection 39.2(2.3) of the CDIC Act will not be an Event of Default. By its acquisition of the Bail-inable Notes, each holder (including each holder of a beneficial interest in any Bail-inable Note), to the extent permitted by law, waives any and all claims, in law and/or in equity, against the Agent (in each case solely in its capacity as Agent), for, agrees not to initiate a suit against the Agent in respect of, and agrees that the Agent shall not be liable for, any action that the Agent takes, or abstains from taking, in either case in accordance with the Bail-in Conversion.

In the case of Senior Notes and Principal At Risk Notes, upon the occurrence of any Event of Default, the Bank will waive any requirement that presentment, demand for payment, service of legal process or any similar procedure be made at the branch of the Bank which issued the Senior Notes or the Principal At Risk Notes, as applicable.

11. Replacement of Notes, Receipts, Coupons and Talons

Should any Note, Receipt, Coupon or Talon be mutilated, defaced or destroyed or be lost or stolen, it may be replaced at the specified office of any Paying Agent (or such other place as may be notified to the Noteholders), in accordance with all applicable laws and regulations, upon payment by the claimant of the expenses incurred by the Bank or the Paying Agent, in connection therewith and on such terms as to evidence, indemnity, security or otherwise as the Bank or the Paying Agent may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. Prescription

Subject to applicable law, the Notes, Receipts and Coupons will become void unless presented for payment within a period of two years from the Relevant Date (as defined in Condition 9) relating thereto. Any moneys paid by the Bank to the Agent for the payment of principal or interest in respect of the Notes and remaining unclaimed when the Notes, Receipts or Coupons become void shall forthwith be repaid to the Bank and all liability with respect thereto shall thereupon cease. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 12 or Condition 6(c) or any Talon which would be void pursuant to Condition 6(c).

13. Notices

Notices in respect of the Notes, save where some other means of efficient communication has been specified in the applicable Pricing Supplement, shall be published in one leading English language newspaper with circulation in the UK (which is expected to be the Financial Times) or, if this is not practicable, one other such English language newspaper as the Bank, in consultation with the Agent, shall decide. The Bank shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange (or other relevant listing authority) on which the Notes are for the time being listed, including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any such notice shall be deemed to have been given on the date of the first publication.

There may, so long as the Global Notes for this Series are held in their entirety on behalf of Euroclear, Clearstream, Luxembourg or any other agreed clearing system, be substituted for such publication in such newspaper the delivery of the relevant notice to the relevant clearing system for communication by it to the holders of the Notes of this Series. Any such notice shall be deemed to have been given to the holders of the Notes of this Series on the day on which the said notice was given to the relevant clearing system.

Any notice to the Agent shall be given to it in writing at its specified office or to such other address as shall have been notified to the holders of Notes, Receipts and Coupons. Notwithstanding the foregoing, while any of the Notes of this Series are represented by a Global Note, such notice may be given by any holder of a Note of this Series to the Agent via Euroclear, Clearstream, Luxembourg or any other agreed clearing system, as the case may be, in such manner as the Agent and the relevant clearing system may approve for this purpose.

Notice to be given to the Bank by any Noteholder shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Agent. While any of the Notes are represented by a Global Note, such notice may be given by any accountholder to the Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. Modification

The rights of the outstanding Noteholders may in certain circumstances be modified. For that purpose, among others, the Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) making extraordinary resolutions binding upon all Noteholders. "***Extraordinary resolution***" is defined, in effect, as (i) a resolution passed at a meeting of Noteholders of the same Series by the favourable votes of the holders of not less than 66 2/3 per cent. of the nominal amount of the Notes voted on the resolution at such meeting at which a quorum, as specified in the Agency Agreement, is present or (ii) one or more instruments in writing signed by the holders of not less than 66 2/3 per cent. in nominal amount of the outstanding Notes.

The Agency Agreement and the Conditions, Notes, Receipts, Coupons and Talons may be amended by the Bank and Paying Agents, without the consent of the Noteholders, Receiptholders or Couponholders, for the purpose of curing any ambiguity or curing, correcting or supplementing any defective provision contained therein or in any manner which may be necessary or desirable and which shall not adversely affect the interests of the outstanding Noteholders.

Notwithstanding anything in this Condition 14, where any amendment, modification or other variance of any Bail-inable Notes may affect their recognition by the Superintendent as TLAC, in addition to such approvals as may be required under the Conditions, that amendment, modification or variance will require the prior approval of the Superintendent.

15. Currency Indemnity

Subject to Condition 6(f) or (h), if, under any applicable law and whether pursuant to a judgment being made or registered against the Bank or for any other reason, any payment under or in connection with the Notes is made or is to be satisfied in a currency (the "***other currency***") other than that in which the relevant payment is expressed to be due (the "***required currency***") under the Notes then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment) falls short of the amount due under the terms of the Notes, the Bank shall, as a separate and independent obligation, indemnify and hold harmless the relevant Noteholder against the amount of such shortfall. For the purpose of this Condition 15, "***rate of exchange***" means the noon spot rate on the London foreign exchange market on the relevant date to purchase the required currency with the other currency as determined by the Agent.

16. Further Issues

The Bank may from time to time in its sole discretion, without the consent of the holders of Notes, Receipts or Coupons create and issue further Notes having the same terms and conditions as such Notes in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Notes of any particular Series, and references in these Conditions to "***Notes***" shall be construed accordingly.

17. Waiver of set-off and netting rights

No Noteholder or beneficial owner of an interest in the Bail-inable Notes may exercise, or direct the exercise, claim or plead any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Bank arising under, or in connection with, the Bail-inable Notes, and each Noteholder or beneficial owner of an interest in the Bail-inable Notes shall, by virtue of its acquisition of any Bail-inable Note (or an interest therein), be deemed to have irrevocably and unconditionally waived all such rights of set-off, netting, compensation or retention. Notwithstanding the foregoing, if any amounts due and payable to any Noteholder or beneficial owner of an interest in the Bail-inable Notes by the Bank in respect of, or arising under, the Bail-inable Notes are purportedly discharged by set-off, netting, compensation or retention, without limitation to any other rights and remedies of the Bank under applicable law, such Noteholder or beneficial owner of an interest in the Bail-inable Notes shall be deemed to receive an amount equal to the amount of such discharge and, until such time as payment of such amount is made, shall hold such amount in trust for the Bank and, accordingly, any such discharge shall be deemed not to have taken place and such set-off, netting, compensation or retention shall be ineffective.

18. Branch of Account

For the purposes of the Bank Act the branch of the Bank set out in the Notes or the Pricing Supplement shall be the branch of account (the "***Branch of Account***") for the deposits evidenced by this Note.

This Note will be paid without the necessity of first being presented for payment at the Branch of Account.

If the Branch of Account is not in Canada, the Bank may change the Branch of Account for the deposits evidenced by this Note, upon not less than seven days' prior notice to its holder given in accordance with Condition 13 and upon and subject to the following terms and conditions:

(i) if this Note is denominated in Japanese yen, the Branch of Account shall not be in Japan;

(ii) the Bank shall indemnify and hold harmless the holders of the Senior Notes and Coupons relating thereto against any tax, duty, assessment or governmental charge which is imposed or levied upon such holder as a consequence of such change, and shall pay the reasonable costs and expenses of the Agent in connection with such change;

(iii) notwithstanding (ii) above, no change of the Branch of Account may be made unless immediately after giving effect to such change (a) no Event of Default, and no event, which, after the giving of notice or lapse of time or both, would become an Event of Default shall have occurred and be continuing and (b) payments of principal and interest on Notes of this Series and Coupons relating thereto to holders thereof (other than Excluded Holders, as hereinafter defined) shall not, in the opinion of counsel to the Bank, be subject to any taxes, as hereinafter defined, to which they would not have been subject had such change not taken place. For the purposes of this section, an "***Excluded Holder***" means a holder of a Note of this Series or Coupon relating thereto who is subject to taxes by reason of his having some connection with the Relevant Jurisdiction (as hereinafter defined) other than the mere holding or use of a Note of this Series or Coupon as a non-resident of such Relevant Jurisdiction. "***Relevant Jurisdiction***" means and includes Canada, its provinces or territories and the jurisdiction in which the new Branch of Account is located, and "***taxes***" means and includes any tax, duty, assessment or other governmental charge imposed or levied in respect of the payment of the principal of the Notes of this Series or interest thereon for or on behalf of a Relevant Jurisdiction or any authority therein or thereof having power to tax.; and

(iv) in the case of Bail-inable Notes, if the change is to another Branch of Account outside of Canada, prior approval of the Superintendent shall be required.

19. Governing Law; Submission to Jurisdiction

The Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, the laws of the Province of Ontario in Canada and the federal laws of Canada applicable therein. For the avoidance of doubt, by its acquisition of an interest in any Bail-inable Notes, each Noteholder or beneficial owner of any Bail-inable Notes is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes.

CREDIT-LINKED NOTE PROVISIONS

Interpretation

*If "Credit-Linked Note Provisions" is specified as applicable in the applicable Pricing Supplement, the terms and conditions applicable to the Notes (the "**Credit-Linked Notes**"), shall comprise the Conditions and the terms and conditions set out below (the "**Credit-Linked Note Provisions**"), in each case subject to completion by the applicable Pricing Supplement. In the event of any inconsistency between the Conditions and the Credit-Linked Note Provisions, the Credit-Linked Note Provisions shall prevail.*

In the case of Credit-Linked Notes for which more than one Reference Entity is specified in the applicable Pricing Supplement, all references to "the Reference Entity" herein shall be construed to refer to the Reference Entity in respect of which the relevant determination falls to be made at any relevant time and all related provisions and determinations will be construed accordingly.

For the avoidance of doubt no Credit-Linked Notes will be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise), solely because:

(i) any relevant Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or

(ii) Obligations, Deliverable Obligations, Valuation Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

If two or more of the adjustment or delay provisions in paragraphs 3 (*Repudiation/Moratorium Extension*) to 6 (*Deferral of Certain Dates*) and 12 (*Force Majeure and Merger Event*) and 13 (*Settlement Suspension*) (each inclusive) below may apply to the same event or circumstance the Calculation Agent may elect which of such provisions to apply, provided that the application by the Calculation Agent of any one of such provisions shall not prevent the subsequent application of any other of such provisions by the Calculation Agent in respect of (i) the same event or circumstance or (ii) any different event or circumstance that arise from time to time.

1 Cash Settlement

(i) *If the Credit-Linked Notes are not Auction Settled Notes:*

Subject to paragraph 1(iii) below, where applicable, if the Credit-Linked Notes are Cash Settled Notes and if a Credit Event Determination Date has occurred, the Bank shall give notice (such notice a "**Settlement Notice**") to the Noteholders as soon as practicable in accordance with the Conditions, and, subject to these Credit-Linked Note Provisions, in particular paragraph 9 (*Credit Event Notice after M(M)R Restructuring*) below, redeem all but not some only of the Credit-Linked Notes on the Credit Event Redemption Date at, in respect of the Calculation Amount, the Credit Event Redemption Amount (which Credit Event Redemption Amount will, if "*Adjustment for Hedging Costs*" is specified in the applicable Pricing Supplement, be subject to adjustment to account for any Hedging Costs).

Notwithstanding that the Credit-Linked Notes are not Auction Settled Notes and notwithstanding anything else to the contrary contained herein, if the Calculation Agent determines that (a) an Auction has taken, or is expected to take, place in respect of the relevant Reference Entity to value obligations of the same seniority as the Reference Obligation and (b) the Auction Final

Price Determination Date falls, or is expected to fall, on or before the sixtieth (60th) Business Day after the relevant Credit Event Determination Date, the Calculation Agent may elect that the Auction Final Price as so determined pursuant to such Auction shall be deemed to be the Final Price hereunder in respect of such Reference Entity, in which case, the definitions of Valuation Method, Valuation Date, Quotation, Quotation Method and Quotation Amount shall not apply in respect of such Reference Entity and/or Reference Obligation, and the Calculation Agent may make such amendments to the Conditions as it determines appropriate to reflect the change in the determination of the Final Price provided, however that, if the Calculation Agent has so elected but no appropriate Auction Final Price is determined within such time frame, the Calculation Agent may reverse such election and make such amendments to the Conditions as it determines appropriate to reflect such reversal.

(ii) *If the Credit-Linked Notes are Auction Settled Notes:*

Subject to paragraph 1(iii) below, where applicable, if the Credit-Linked Notes are Auction Settled Notes and a Credit Event Determination Date occurs on or prior to the Auction Final Price Determination Date, the Bank shall give notice (such notice a "**Settlement Notice**") to the Noteholders as soon as practicable in accordance with the Conditions, and, subject to these Credit-Linked Note Provisions, in particular paragraph 9 (*Credit Event Notice after M(M)R Restructuring*) below, redeem all but not some only of the Credit-Linked Notes on the second Business Day following the Auction Settlement Date at, in respect of the Calculation Amount, the Auction Cash Settlement Amount (which Auction Cash Settlement Amount will, if "Adjustment for Hedging Costs" is specified as applicable in the applicable Pricing Supplement, be subject to adjustment to account for any Hedging Costs).

Notwithstanding the above, if a Fallback Settlement Method Event occurs:

(A) if "Cash Settlement" is specified as the applicable Fallback Settlement Method in the applicable Pricing Supplement, then, notwithstanding that the Credit-Linked Notes are Auction Settled Notes, these Credit-Linked Note Provisions shall apply in respect of such Credit Event as if the Credit-Linked Notes were Cash Settled Notes and the Bank shall redeem the Credit-Linked Notes in accordance with paragraph 1(i) above; and

(B) if "Physical Settlement" is specified as the applicable Fallback Settlement Method in the applicable Pricing Supplement, then, notwithstanding that the Credit-Linked Notes are Auction Settled Notes, these Credit-Linked Note Provisions shall apply in respect of such Credit Event as if the Credit-Linked Notes were Physically Settled Notes and the Bank shall redeem the Credit-Linked Notes in accordance with paragraph 2 (*Physical Settlement*) below.

If no Fallback Settlement Method is specified in the applicable Pricing Supplement, "Physical Settlement" shall be deemed to be specified in the applicable Pricing Supplement as the applicable Fallback Settlement Method.

(iii) *Where the Credit-Linked Notes are Linear Basket Credit Linked Notes:*

If a Credit Event Determination Date has occurred in respect of any specified Reference Entity: (x) the *Bank* shall give a Settlement Notice to the Noteholders as described in paragraph 1(i) or (ii) above, as applicable, and (y) in respect of each Note:

(A) the Bank shall pay in respect of each Calculation Amount, an amount equal to the relevant Credit Event Amount, if any, on the relevant Credit Event Payment Date (and such Credit Event Amount will, if "Adjustment for Hedging Costs" is specified in the applicable Pricing Supplement, be subject to adjustment to account for any Hedging Costs). The relevant Credit Event Amount will be deemed to be an Instalment Amount and the relevant Credit Event Payment Date will be deemed to be the relevant Instalment Date. As of each Credit Event Determination Date, the outstanding aggregate nominal amount of the Credit-Linked Notes will be reduced to the Adjusted Credit Outstanding Nominal Amount. In the case of any early redemption of the Credit-Linked Notes where an Early Redemption Amount is to be determined, the fair market value of such Credit-Linked Notes must take into account, without limitation, the relevant reduction in the outstanding aggregate nominal amount of the Credit-Linked Notes;

(B) the interest calculation basis described in sub-paragraph (iv) below will apply;

(C) subject as provided in sub paragraph (D) below, each Note, in respect of each Calculation Amount, shall be redeemed by payment (i) on the Maturity Date (or such later date as specified in paragraphs 3 (*Repudiation/Moratorium Extension*), 4 (*Grace Period Extension*), 5 (*Credit Derivatives Determinations Committee Extension*) or 6 (*Deferral of Certain Dates*), being the Repudiation/Moratorium Deferred Maturity Date, Grace Period Deferred Maturity Date, DC Determination Postponed Payment Date or Deferred Maturity Date, as applicable) of the Note's *pro rata* share of the Adjusted Credit Outstanding Nominal Amount, if any, in respect of such payment date and, (ii), if applicable, on the last occurring Credit Event Payment Date at the relevant Credit Event Amount, provided that in no event shall any such amount be less than zero. In relation to a Note, where the Specified Denomination of a Note in definitive form is a multiple of the Calculation Amount, the relevant redemption amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding; and

(D) if at any time, a Credit Event Determination Date has occurred in respect of all the specified Reference Entities each Note will be redeemed (together with accrued interest, if any) at the final Credit Event Amount on the final Credit Event Payment Date and the Bank will have no further obligations in respect of the Credit-Linked Notes.

For the avoidance of doubt, parts (A) and (B) of this paragraph (iii) will apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred and part (C) of this paragraph (iii) will continue to apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has not occurred.

Any delay in the delivery of a Settlement Notice or failure by the Bank to deliver a Settlement Notice shall not affect the validity of the Credit Event Determination Date in respect of the affected Reference Entity.

(iv) *Interest calculation for Linear Basket Credit Linked Notes:*

Where the Credit-Linked Notes are Linear Basket Credit Linked Notes, each Linear Basket Credit Linked Note will bear interest pursuant to, and in accordance with, Condition 4, provided that for the purposes of determining the interest amounts payable on or after any Credit Event Determination Date, the provisions set out in paragraph 11 below will not apply and instead for the purposes of calculating interest pursuant to Condition 4, each Note will be deemed to bear interest in respect of the whole of the relevant Interest Period on its *pro rata* share of the Adjusted Credit Outstanding Nominal Amount, as of the relevant Interest Payment Date on which payment is due instead of its original outstanding nominal amount or the Calculation Amount, as applicable. Each interest amount will be payable on the relevant Interest Payment Date or the relevant date for payment pursuant to the Credit-Linked Note Provisions.

For these purposes, and subject as provided below, "**Adjusted Credit Outstanding Nominal Amount**" means, on any Interest Payment Date or date for payment pursuant to the Credit-Linked Note Provisions or any other relevant date (i) the Aggregate Nominal Amount minus (ii) the product of (a) the Aggregate Nominal Amount and (b) a fraction with (x) the aggregate Reference Entity Notional Amounts of Reference Entities in respect of which a Credit Event Determination Date has occurred on or prior to the relevant Interest Payment Date or other relevant date, as numerator and (y) the aggregate Reference Entity Notional Amounts of the original number of Reference Entities to which the Credit-Linked Notes related, in each case as of the Issue Date of the first Tranche of the Credit-Linked Notes, as denominator.

Where an Interest Payment Date or the Maturity Date is delayed pursuant to paragraphs 3 (*Repudiation/Moratorium Extension*), 4 (*Grace Period Extension*), 5 (*Credit Derivatives Determinations Committee Extension*) or 6 (*Deferral of Certain Dates*) in addition to taking into account any Credit Event Determination Date that occurred on or prior to such original due date, the relevant Adjusted Credit Outstanding Nominal Amount may only be calculated taking into account a Credit Event Determination Date for a Reference Entity in respect of which such delay was made and not any other Reference Entity for which a Credit Event Determination Date has subsequently occurred after such original due date. Where the Maturity Date is delayed, the relevant amount of interest (if any) will be payable on the date provided in paragraphs 3 (*Repudiation/Moratorium Extension*), 4 (*Grace Period Extension*), 5 (*Credit Derivatives Determinations Committee Extension*) or 6 (*Deferral of Certain Dates*) being the Repudiation/Moratorium Deferred Maturity Date, Grace Period Deferred Maturity Date, DC Determination Postponed Payment Date or Deferred Maturity Date, as applicable, regardless of whether a Credit Event Determination Date occurs but in any event no further or other amount shall be payable in respect of such delay. Where an Interest Payment Date is delayed, the relevant amount of interest (if any) will be payable on (i) where the Interest Payment Date was scheduled to fall on or about the Maturity Date, the Repudiation/Moratorium Deferred Maturity Date, Grace Period Deferred Maturity Date, DC Determination Postponed Payment Date or Deferred Maturity Date, as applicable, or (ii) otherwise, (a) if a Credit Event Determination Date has not occurred, the third Business Day following the day on which the Calculation Agent determines that a Credit Event Determination Date has not occurred, or (b) if a Credit Event Determination Date has occurred, the third Business Day following the day on which the

Calculation Agent determines that a Credit Event Determination Date has occurred in respect of the affected Reference Entity but, in either case, no additional amount of interest will be payable in respect of such delay.

In the case of Linear Basket Credit Linked Notes, if any Rate of Interest or Margin in the applicable Pricing Supplement is specified as a "**Weighted Average Rate**" then such Rate of Interest (where Fixed Rate Note provisions apply) or Margin (where Floating Rate Note provisions apply) in respect of the calculation of interest for a relevant Interest Payment Date shall be the sum of, in respect of each Relevant Reference Entity, the product of (a) the Relevant Reference Entity's Reference Entity Notional Amount divided by the sum of the Reference Entity Notional Amounts in respect of each Reference Entity (i.e. all original Reference Entities regardless of whether a Credit Event Determination Date has occurred), and (b) the Relevant Rate specified for such Relevant Reference Entity in the applicable Pricing Supplement. For these purposes "**Relevant Reference Entity**" means a Reference Entity in respect of which no Credit Event Determination Date has occurred (or pursuant to paragraphs 3 (*Repudiation/Moratorium Extension*), 4 (*Grace Period Extension*), 5 (*Credit Derivatives Determinations Committee Extension*) or 6 (*Deferral of Certain Dates*) is not subsequently determined to have occurred) as of the relevant Interest Payment Date.

(v) *Linear Basket Credit Linked Notes - adjustments*

In the case of Linear Basket Credit Linked Notes, if any purchase and cancellation of Credit-Linked Notes occurs under Conditions 5(j) and (k) or any further issue under Condition 16, the Calculation Agent will make such adjustments to the applicable Pricing Supplement and/or these Credit-Linked Note Provisions as it determines appropriate (including Reference Entity Notional Amounts) to ensure the Credit-Linked Notes continue to reflect economic intentions.

If a Credit Event Determination Date has occurred and the Credit-Linked Notes become redeemable in accordance with this paragraph 1, upon payment of the Credit Event Redemption Amount or Auction Cash Settlement Amount (as applicable) in respect of the Credit-Linked Notes or each Credit Event Amount and the final redemption amount (if any) in the case of Linear Basket Credit Linked Notes, the Bank shall have discharged its obligations in respect of the Credit-Linked Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount or Auction Cash Settlement Amount or each Credit Event Amount and the final redemption amount (if any) in the case of Linear Basket Credit Linked Notes (as applicable) may be less than the Calculation Amount of a Note. Any shortfall shall be borne by the Noteholder and no liability shall attach to the Bank.

2 Physical Settlement

If the Credit-Linked Notes are Physically Settled Notes, a Credit Event Determination Date has occurred and the Calculation Agent delivers a Calculation Agent Physical Settlement Notice that is effective on or prior to the PSN Cut-off Date, the Bank shall give notice (such notice a "**Physical Settlement Notice**") to the Noteholders as soon as practicable in accordance with the Conditions, and, subject to these Credit-Linked Note Provisions, in particular paragraph 9 *(Credit Event Notice after M(M)R Restructuring)* below, redeem all but not some only of the Credit-Linked Notes by, in respect of each Calculation Amount, Delivery of the Deliverable Obligations comprising the Asset Amount, subject to and in accordance with paragraph 7 (*Procedures for Physical Delivery*) below.

If "Adjustment for Hedging Costs" is specified as applicable in the applicable Pricing Supplement, and:

(i) if the Hedging Costs represent losses, expenses and costs incurred by the Bank, then, the Bank will deduct from the Asset Amount such Outstanding Principal Balance or Due and Payable Amount, as the case may be, of Deliverable Obligations with a Liquidated Value of not less than such Asset Amount's *pro rata* share of such Hedging Costs and the Delivery by the Bank of such reduced Asset Amount (and the amount of any excess of such Liquidated Value (if any) over such Asset Amount's *pro rata* share of such Hedging Costs which will be payable by the Bank with delivery of the relevant Asset Amount) shall be deemed to satisfy and discharge in full the obligation of the Bank to the Noteholder in respect of the relevant Asset Amount; or

(ii) if the Hedging Costs represent a gain to the Bank, the Noteholder will receive a payment from the Bank being such Noteholder's *pro rata* share of such gain in respect of such Hedging Costs with the delivery of any Asset Amount by the Bank.

In the Physical Settlement Notice, the Bank shall specify (i) each Deliverable Obligation comprising the Asset Amount that it reasonably expects to Deliver, (ii) the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case the relevant "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation and (iii) if "Adjustment for Hedging Costs" is specified in the applicable Pricing Supplement, whether any Hedging Costs representing losses, expenses and costs incurred by the Bank will be accounted for in the manner described in paragraph 2(i) above. The aggregate Outstanding Amount of all Deliverable Obligations specified in the Physical Settlement Notice that the Bank intends to Deliver shall be the relevant "**Aggregate Outstanding Amount**". For the avoidance of doubt, the Bank shall be entitled to select any of the Deliverable Obligations to constitute the Asset Amount, irrespective of their market value.

If "Mod R" is specified as applicable in the applicable Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date in each case as of each such date as the Calculation Agent determines relevant in the context of the Credit-Linked Notes, which dates may include any relevant dates for purposes of the Hedging Arrangements (if any).

If "Mod Mod R" is specified as applicable in the applicable Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant in the context of the Credit-Linked Notes, which dates may include any relevant dates for purposes of the Hedging Arrangements (if any). For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

The Bank may, from time to time, amend a Physical Settlement Notice by notifying the Noteholders in accordance with the Conditions (each such notification, a "**Physical Settlement Amendment Notice**") that the Bank is replacing, in whole or in part, one or more Deliverable Obligations specified in the Physical Settlement Notice or a prior Physical Settlement Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective) or any relevant details thereof. A Physical Settlement Amendment Notice shall specify each replacement Deliverable Obligation that the Bank reasonably expects to Deliver to or to the order of the Noteholders (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Physical Settlement Notice or a prior Physical Settlement Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of each Replacement Deliverable Obligation identified in a Physical Settlement Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligation(s) specified in any Physical Settlement Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligation(s) specified in the Physical Settlement Notice or any earlier Physical Settlement Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. The Replacement Deliverable Obligation(s), taken together, shall have an aggregate Replaced Deliverable Obligation Outstanding Amount at least equal to the Outstanding Principal Balance(s) and/or Due and Payable Amount(s) (or the equivalent Currency Amount(s) of any such amount(s)) of the Deliverable Obligations being replaced. Each such Physical Settlement Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice).

Notwithstanding the foregoing, (i) the Bank may correct any errors or inconsistencies in the Physical Settlement Notice or any Physical Settlement Amendment Notice, as applicable, by notice to Noteholders in accordance with the Conditions prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Bank shall on the PSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Noteholders (in accordance with the Conditions) of the detailed description of the Asset Package, if any, that the Bank will Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Physical Settlement Notice or Physical Settlement Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a Physical Settlement Amendment Notice.

If a Credit Event Determination Date has occurred and the Credit-Linked Notes become redeemable in accordance with this paragraph 2, upon Delivery of the Deliverable Obligations and/or payment of the Partial Cash Settlement Amount or the Auction Cash Settlement Amount (or any other amounts payable in accordance with paragraphs 7 (Procedures for Physical Delivery) or 8 (Partial Cash Settlement) below, as the case may be, the Bank shall have discharged its obligations in respect of the Credit-Linked Notes and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount or the Auction Cash Settlement Amount (or any other amounts payable in accordance with paragraphs 6 (Deferral of Certain Dates) or 7 (Procedures for Physical Delivery) below), as the case may be, may be less than the Calculation Amount of a Note. Any shortfall shall be borne by the Noteholder and no liability shall attach to the Bank.

3 Repudiation/Moratorium Extension

Where a Credit Event Determination Date has not occurred on or prior to the Maturity Date or any Interest Payment Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Maturity Date or any Interest Payment Date or, if paragraph 6 (*Deferral of Certain Dates*) below applies, the Deferred Maturity Date or the Deferred Interest Payment Date (each as defined in paragraph 6 (*Deferral of Certain Dates*) below) and the Repudiation/Moratorium Evaluation Date in respect of such Potential Repudiation/Moratorium may, in the opinion of the Calculation Agent, fall after, as applicable, the Maturity Date, such Interest Payment Date, the Deferred Maturity Date or such Deferred Interest Payment Date, then the Calculation Agent may (at its option) notify the Noteholders in accordance with the Conditions that a Potential Repudiation/Moratorium has occurred and the maturity of the Credit-Linked Notes and/or relevant interest payment will be delayed and:

(i) in relation to such event as of the Maturity Date or Deferred Maturity Date, where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:

(a) each nominal amount of Credit-Linked Notes equal to the Calculation Amount will be redeemed by the Bank by payment of the Relevant Final Amount on the third Business Day following the Repudiation/Moratorium Evaluation Date (the "**Repudiation/Moratorium Deferred Maturity Date**"); and

(b) in the case of interest bearing Credit-Linked Notes other than Linear Basket Credit Linked Notes, the Bank shall be obliged to pay interest (if any), calculated as provided herein, accrued up to (but excluding) the Maturity Date (unless otherwise provided in the applicable Pricing Supplement), but shall only be obliged to make such payment of interest on the Repudiation/Moratorium Deferred Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred, the provisions of paragraph 1 (*Cash Settlement*) or 2 (*Physical Settlement*) above, as applicable, and paragraph 11 (*Accrual of Interest*) shall apply to the Credit-Linked Notes; or

(iii) in relation to such event as of an Interest Payment Date or Deferred Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on such Interest Payment Date or Deferred Interest Payment Date. In this case where (a) a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date then the relevant amount of interest shall be payable on the third Business Day following the Repudiation/Moratorium Evaluation Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; (b) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred thereafter, the relevant amount of interest will be determined and payable in accordance with paragraph 1(iv) in the case of Linear Basket Credit Linked Notes or otherwise paragraph 11 (*Accrual of Interest*) and may be zero or (c) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date but a Credit Event Determination Date has not

occurred thereafter, the relevant amount of interest will be payable on the third Business Day following the Calculation Agent's determination that a Credit Event Determination Date will not occur.

4 Grace Period Extension

If "Grace Period Extension" is specified as applicable in the applicable Pricing Supplement, the provisions of this paragraph 4 shall apply.

If a Credit Event Determination Date has not occurred on or prior to the Maturity Date or any Interest Payment Date but, in the determination of the Calculation Agent, a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Maturity Date or relevant Interest Payment Date (and such Grace Period(s) is/are continuing as at that date), then the Calculation Agent may (at its option) notify the Noteholders in accordance with the Conditions that a Potential Failure to Pay has occurred and that the maturity of the Credit-Linked Notes and/or relevant interest payment will be delayed and:

(i) in relation to such event as of the Maturity Date, where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:

(a) each nominal amount of Credit-Linked Notes equal to the Calculation Amount will be redeemed by the Bank by payment of the Relevant Final Amount on the third Business Day following the Grace Period Extension Date (the "**Grace Period Deferred Maturity Date**"); and

(b) in the case of interest bearing Credit-Linked Notes other than Linear Basket Credit Linked Notes, the Bank shall be obliged to pay interest calculated as provided herein, accrued up to (but excluding) the Maturity Date (unless otherwise provided in the applicable Pricing Supplement), but shall only be obliged to make such payment of interest on the Grace Period Deferred Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event Determination Date has occurred, the provisions of paragraph 1 (*Cash Settlement*) or 2 (*Physical Settlement*) above, as applicable, and paragraph 11 (*Accrual of Interest*) shall apply to the Credit-Linked Notes; or

(iii) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case where (a) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date then the relevant amount of interest shall be payable on the third Business Day following the Grace Period Extension Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; (b) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event Determination Date has occurred thereafter, the relevant amount of interest will be determined and payable in accordance with paragraph 1(iv) in the case of Linear Basket Credit Linked Notes or otherwise paragraph 11 (*Accrual of Interest*) and may be zero or (c) a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event

Determination Date has not occurred thereafter the relevant amount of interest will be payable on the third Business Day following the Calculation Agent's determination that a Credit Event Determination Date will not occur.

5 Credit Derivatives Determinations Committee Extension

If, in the determination of the Calculation Agent, a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its related determination on or prior to the Maturity Date or any Interest Payment Date then the Calculation Agent may (at its option) notify Noteholders in accordance with the Conditions that redemption of the Credit-Linked Notes and/or payment of the relevant amount of interest due on the relevant Interest Payment Date has been postponed and, as applicable, the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period (which shall be postponed in the case of paragraphs 6(i)(x)(A), 6(i)(x)(B), 6(i)(x)(C) and 6(i)(x)(D) below) or the DC Determination Cut-off Date has been postponed to a date (the "**DC Determination Postponed Payment Date**") being the day falling five Business Days after (a) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred, fifteen (15) Business Days following the relevant DC Credit Event Announcement or (b) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has not occurred, the second Business Day following the relevant DC No Credit Event Announcement or, as applicable (c) fifteen (15) Business Days following the DC Credit Event Question Dismissal (the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Dismissal, as applicable, the "**DC Determination Cut-off Date**"), and:

(i) in the case of the Maturity Date, where a Credit Event has not occurred or a Credit Event has occurred but no Credit Event Determination Date has occurred on or prior to the DC Determination Cut-off Date:

(a) each nominal amount of Credit-Linked Notes equal to the Calculation Amount will be redeemed by the Bank at the Relevant Final Amount on the DC Determination Postponed Payment Date; and

(b) in the case of interest bearing Credit-Linked Notes other than Linear Basket Credit Linked Notes, the Bank shall be obliged to pay interest calculated as provided herein, accrued up to (but excluding) the Maturity Date (unless otherwise provided in the applicable Pricing Supplement) but shall only be obliged to make such payment of interest on the DC Determination Postponed Payment Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(ii) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date has occurred, no payment shall be made on the DC Determination Postponed Payment Date and the provisions of paragraph 1 *(Cash Settlement)* or 2 *(Physical Settlement)* above, as applicable, and paragraph 11 (*Accrual of Interest*) shall apply to the Credit-Linked Notes; or

(iii) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case where (i) a Credit Event has not occurred on or prior to the DC Determination Cut-off Date, then the relevant amount of interest shall be payable on the DC Determination

Postponed Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date, the relevant amount of interest will be determined and be payable in accordance with paragraph 1(iv) in the case of Linear Basket Credit Linked Notes or otherwise paragraph 11 (*Accrual of Interest*) and may be zero.

6 Deferral of Certain Dates

The following provisions may, for the avoidance of doubt, be applied on more than one occasion.

Without prejudice to paragraph 5 *(Credit Derivatives Determinations Committee Extension)* above or 13 *(Settlement Suspension) below*, if:

(i) (x) on or prior to (A) the Maturity Date, (B) if applicable, the Repudiation/Moratorium Evaluation Date, (C) if applicable, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) the DC Determination Cut-off Date, as the case may be, a Credit Event Determination Date has not occurred but in the opinion of the Calculation Agent, a Credit Event or (in respect of the Maturity Date only) Potential Credit Event (other than a Potential Repudiation/Moratorium) may have occurred or may occur; or

(y) on or prior to the Maturity Date, a Credit Event Determination Date has not occurred but in the determination of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred or may occur; or

(z) (A) on or prior to any Interest Payment Date, a Credit Event Determination Date has not occurred but in the determination of the Calculation Agent, a Credit Event or Potential Credit Event (other than a Potential Repudiation/Moratorium) may have occurred; or (B) on any Interest Payment Date, a Credit Event Determination Date has not occurred but in the determination of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred or may occur,

the Calculation Agent may (at its option) notify the Noteholders in accordance with the Conditions that in the case of (x) or (y) above, redemption of the Credit-Linked Notes and/or in the case of (z) above, payment of the relevant amount of interest due on the relevant Interest Payment Date, has been postponed to a date (such date, in the case of an Interest Payment Date, the "**Deferred Interest Payment Date**", or in each other case, the "**Deferred Maturity Date**") specified in such notice falling 21 calendar days after, respectively, the Maturity Date, the relevant Interest Payment Date, the relevant Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, and:

(ii) in the case of sub-paragraph (x) above and if a Credit Event Determination Date has not occurred on or prior to the Deferred Maturity Date or, in the case of sub-paragraph (y) or (z)(B) above, the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Deferred Maturity Date or the Deferred Interest Payment Date respectively or, in the case of

sub-paragraph (z)(A) above, a Credit Event Determination Date has not occurred on or prior to the Deferred Interest Payment Date then:

(a) in the case of sub-paragraph (x) or (y) above and subject as provided below, each nominal amount of Credit-Linked Notes equal to the Calculation Amount will be redeemed by the Bank by payment of the Relevant Final Amount on the Deferred Maturity Date; and

(b) in the case of sub-paragraph (x) or (y) above and in the case of interest bearing Credit-Linked Notes other than Linear Basket Credit Linked Notes, the Bank shall be obliged to pay interest (if any) calculated as provided herein, accrued up to (but excluding) the Maturity Date (unless otherwise provided in the applicable Pricing Supplement), but shall only be obliged to make such payment of interest on the Deferred Maturity Date, and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

(c) in the case of a Deferred Interest Payment Date other than the Deferred Interest Payment Date falling on or about the Deferred Maturity Date and other than in the case of Linear Basket Credit Linked Notes, the Bank shall be obliged to pay the relevant amount of interest on the Deferred Interest Payment Date and no further or other amounts in respect of interest shall be payable as a result of such delay; or

(iii) in the case of:

(A) sub-paragraph (x) or sub-paragraph (z)(A) above, if a Credit Event Determination Date has occurred on or prior to the Deferred Maturity Date or relevant Deferred Interest Payment Date, no payment shall be made on the Deferred Maturity Date or Deferred Interest Payment Date and the provisions of paragraph 1 (*Cash Settlement*) or 2 (*Physical Settlement*) above, as applicable, and 12 (*Accrual of Interest*) shall apply to the Credit-Linked Notes and, in the case of Linear Basket Credit Linked Notes, the provisions of paragraph 1(iv) will apply; and

(B) sub-paragraph (y) or subparagraph (z)(B) above, if the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Deferred Maturity Date or Deferred Interest Payment Date, as applicable, the provisions of paragraph 3 (*Repudiation/Moratorium Extension*) above shall apply to the Credit-Linked Notes and, in the case of Linear Basket Credit Linked Notes, the provisions of paragraph 1(iv) will apply.

7 Procedures for Physical Delivery

If any Credit Linked Notes are to be redeemed by delivery of the Asset Amount, either (i) any such Asset Amount shall be delivered to the Noteholders through the relevant Clearing System(s) without an Asset Transfer Notice being required, subject (where applicable) to certification that the relevant Noteholder is either (a) not a U.S. person or a person within the United States or (b) in certain circumstances, a QIB, or (ii) if the Calculation Agent determines that such Asset Amount cannot be delivered through the relevant Clearing System(s), prior to the Cut-off Date the Calculation Agent shall notify the Noteholders of such fact in accordance with the Conditions and shall specify the delivery

details required for such delivery and, following such notification, in order to obtain delivery of the Asset Amount in respect of any Note:

(i) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Bank and not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice; or

(ii) if such Note is in definitive form, the relevant Noteholder must deliver to any Paying Agent with a copy to the Bank and not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, which is expected to be by authenticated SWIFT message or tested telex or (ii) if such Note is in definitive form, in writing or by tested telex**.**

If the Note is in definitive form, the Note must be delivered together with the duly completed Asset Transfer Notice.

An Asset Transfer Notice must:

(1) specify the name and address of the relevant Noteholder and the details required for the delivery of the Asset Amount;

(2) in the case of Credit-Linked Notes represented by a Global Note, specify the nominal amount of Credit-Linked Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Credit-Linked Notes and irrevocably instruct and authorise Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Noteholder's account with such Credit-Linked Notes on or before the Physical Settlement Date;

(3) provide the Noteholder 's certification that it is acquiring the Asset Amount(s) to be transferred upon exchange in an offshore transaction (as defined in Regulation S) in accordance with Regulation S and that no Asset Amount(s) have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person (as such terms are defined in Regulation S under the Securities Act;

(4) include an undertaking to pay all Delivery Expenses and, in the case of Credit-Linked Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear or Clearstream, Luxembourg, as the case may be, in respect thereof and to pay such Delivery Expenses;

(5) specify an account to which any amounts payable pursuant to paragraph 8 (*Partial Cash Settlement*) or any other cash amounts specified in these Credit-Linked Note Provisions as being payable are to be paid; and

(6) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, Luxembourg or the Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Credit-Linked Notes which are the subject of such notice.

In the case of Credit-Linked Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified nominal amount of Credit-Linked Notes according to its records.

Failure to complete and deliver an Asset Transfer Notice properly may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Credit-Linked Note Provisions shall be made, in the case of Credit-Linked Notes represented by a Global Note, by Euroclear or Clearstream, Luxembourg, as the case may be, after consultation with the Bank and shall be conclusive and binding on the Bank and the relevant Noteholder and, in the case of Credit-Linked Notes in definitive form, by the relevant Paying Agent after consultation with the Bank, and shall be conclusive and binding on the Bank and the relevant Noteholder.

Delivery of the Asset Amount in respect of each Note shall be made at the risk of the relevant Noteholder through the relevant Clearing System(s) as specified above or in such manner as the Calculation Agent shall notify to the Noteholders as described above. All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Note shall be for the account of the relevant Noteholder and no delivery of the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Bank by the relevant Noteholder. The Bank shall not be obliged to make or procure any delivery if to do so would breach any applicable securities or other laws.

After delivery of the Asset Amount and for the Intervening Period, none of the Bank, the Calculation Agent and any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations comprising the Asset Amount, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations, or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person not being registered during such Intervening Period as legal owner of such securities or obligations.

In relation to each Deliverable Obligation constituting the Asset Amount, the Bank will, subject to paragraph 13 (*Settlement Suspension*) below, Deliver or procure the Delivery of the relevant Deliverable Obligation as provided below on or prior to the Physical Settlement Date, provided that if all or some of the Deliverable Obligations included in the Asset Amount are (a) Undeliverable Obligations and/or Hedge Disruption Obligations, then the Bank shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, until the date that is 30 calendar days after the Physical Settlement Date (in respect of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, the "**Final Delivery Date**"), or (b) Undeliverable Loan Obligations or Unassignable Obligations, then the Bank shall continue to attempt to Deliver all or a portion of such Undeliverable Loan Obligations or Unassignable

Obligations, as the case may be, until the date that is 15 Business Days after the Physical Settlement Date (in respect of such Undeliverable Loan Obligations or Unassignable Obligations, the "**Final Delivery Date**"), provided further that:

(i) if all or a portion of the Deliverable Obligations included in the Asset Amount that are Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, (but subject to paragraph (ii) below in the case of Assignable Loans or Consent Required Loans) are not Delivered by the Final Delivery Date, the provisions of paragraph 8(i) shall apply; or

(ii) if all or a portion of the Deliverable Obligations included in the Asset Amount consist of Assignable Loans or Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date, the provisions of paragraph 8(ii) shall apply.

If a Noteholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date specified in the applicable Pricing Supplement, the Bank will, subject as provided above, deliver the Deliverable Obligations constituting the Asset Amount in respect of the relevant Credit-Linked Notes as soon as practicable after the receipt of the duly completed Asset Transfer Notice, provided that if, in respect of a Note, a Noteholder fails to give an Asset Transfer Notice prior to the day falling 45 days after the Cut-Off Date, the Bank's obligations in respect of such Credit-Linked Notes shall be discharged and the Bank shall have no liability in respect thereof.

Notwithstanding that the Credit-Linked Notes are not Auction Settled Notes and notwithstanding anything set out in paragraph 2 (*Physical Settlement*) above or the foregoing provisions of this paragraph 7, if on or before the Physical Settlement Date the Calculation Agent determines that an Auction (in respect of the Reference Entity to which the Credit Event Notice relates) may take place on or before the sixtieth (60th) Business Day after the relevant Credit Event Determination Date, the Calculation Agent may elect in its sole and absolute discretion to postpone the Physical Settlement Date to any date determined by the Calculation Agent within the period of up to, and including, the date falling 60 Business Days after the Credit Event Determination Date. The Calculation Agent shall give notice of such election (such notice, an "**Auction Notice**") to the Noteholders in accordance with the Conditions. If an Auction Notice has been given to the Noteholders and the Calculation Agent determines that (a) an Auction has taken, or is expected to take, place in respect of the relevant Reference Entity to value obligations of the same seniority as the Deliverable Obligations and (b) the date on which the Auction Final Price is, or is expected to be, determined pursuant to such Auction falls on or before the sixtieth (60th) Business Day after the Credit Event Determination Date, the Calculation Agent may further elect in its sole and absolute discretion that the Bank redeems each nominal amount of Credit-Linked Notes equal to the Calculation Amount either (1) by payment of the Auction Cash Settlement Amount on the second Business Day following the Auction Settlement Date in lieu of Delivering the relevant Deliverable Obligations (as specified in the Physical Settlement Notice or Physical Settlement Amendment Notice) or (2) by Delivery of the Deliverable Obligations comprising the Asset Amount (as specified in the Physical Settlement Notice or Physical Settlement Amendment Notice), in either case on the postponed Physical Settlement Date. The Calculation Agent shall give notice of such election to the Noteholders as soon as possible in accordance with the Conditions.

8 Partial Cash Settlement

(i) If all or a portion of the Deliverable Obligations included in the Asset Amount that are Undeliverable Obligations or Hedge Disruption Obligations are not Delivered by the Final

Delivery Date (other than in respect of Assignable Loans or Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered on that day), the Bank shall give notice (a "**Partial Cash Settlement Notice**") to the Noteholders in accordance with the Conditions and the Bank shall pay, in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount (adjusted to take account fully for any Hedging Costs, if "Adjustment for Hedging Costs" is specified as applying in the applicable Pricing Supplement) on the Partial Cash Settlement Date.

(ii) In the Partial Cash Settlement Notice, the Bank must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligations, as the case may be.

(iii) If:

(a) "Partial Cash Settlement of Consent Required Loans" is specified as applicable in the applicable Pricing Supplement and all or a portion of the Deliverable Obligations comprising the Asset Amount consist of Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date (each such Deliverable Obligation being an "**Undeliverable Loan Obligation**"); or

(b) "Partial Cash Settlement of Assignable Loans" is specified as applying in the applicable Pricing Supplement and all or a portion of the Deliverable Obligations comprising the Asset Amount consist of Assignable Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date (each such Deliverable Obligation being an "**Unassignable Obligation**"),

the Bank shall give notice (a "**Partial Cash Settlement Notice**") to the Noteholders in accordance with the Conditions and the Bank shall pay, in respect of each Undeliverable Loan Obligation or Unassignable Obligation, the Partial Cash Settlement Amount (adjusted to take account fully for any Hedging Costs, if "Adjustment for Hedging Costs" is specified as applicable in the applicable Pricing Supplement) on the Partial Cash Settlement Date.

For the avoidance of doubt, if neither "Partial Cash Settlement of Consent Required Loans" nor "Partial Cash Settlement of Assignable Loans" is specified as applicable in the applicable Pricing Supplement, and all of the Deliverable Obligations comprising the Asset Amount consist of Undeliverable Loan Obligations or Unassignable Obligations, as the case may be, then the Bank shall have no further obligation to Deliver any Asset Amount or pay any Partial Cash Settlement Amount in respect of the Credit-Linked Notes.

(iv) If all or any part of the Asset Amount to be Delivered to a Noteholder is not a whole integral multiple of the smallest unit of transfer for any such Deliverable Obligation at the relevant time of Delivery, as determined by the Calculation Agent, the Bank will Deliver and such Noteholder will only be entitled to receive the portion of the Asset Amount specified by the Calculation Agent which is closest to but less than the full Asset Amount, after consideration of such smallest unit or units of transfer (such portion of the Asset Amount that is not so Delivered, a "**Delivery Shortfall**"), and the Bank will pay to such Noteholder in the Settlement Currency at the same time as such Delivery an amount in cash equal to the fair market value (if any) of such Delivery Shortfall, as determined by the Calculation Agent.

Unless otherwise specified in the applicable Pricing Supplement, for the purposes of this paragraph 8 the following terms are deemed to have the following meanings:

"**Indicative Quotation**" means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates. Indicative Quotations shall be applicable only in the event that the provisions of this paragraph 8 are applicable;

"**Market Value**" means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation on a Valuation Date, (i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (ii) if exactly three Full Quotations are obtained, the Full Quotations remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (v) if Indicative Quotations are specified as applicable in the applicable Pricing Supplement and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (ii) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if the Quotations are deemed to be zero, the Market Value shall be zero.

"**Partial Cash Settlement Amount**" is deemed to be, for each Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation, the aggregate of the greater of (i) the Outstanding Principal Balance or Due and Payable Amount or Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation multiplied by the Final Price with respect to each Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation and (ii) zero, provided that where the relevant Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, forms part of the Asset Package and the Calculation Agent determines in its sole and absolute discretion that a Final Price cannot reasonably be determined in respect of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, then the Partial Cash Settlement Amount will be an amount calculated by the Calculation Agent in its sole and absolute discretion equal to the fair market value (determined at such time and by reference to such sources as the Calculation Agent considers

appropriate and which, for the avoidance of doubt, may be zero) of the relevant Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, less Hedging Costs;

"**Partial Cash Settlement Date**" is deemed to be the date falling three Business Days after the calculation of the Final Price;

"**Quotation**" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applicable in the applicable Pricing Supplement, each Indicative Quotation obtained and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of the relevant Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, with respect to a Valuation Date in the manner that follows:

(i) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date), the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applicable in the applicable Pricing Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.

(ii) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Pricing Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be zero.

(iii) The Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this determination.

"**Quotation Amount**" is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation an amount equal to at least the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation. For the purposes of this paragraph 8, there shall be deemed to be no Minimum Quotation Amount;

"**Quotation Method**" is deemed to be Bid;

"**Valuation Method**" is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case, "Valuation Method" is deemed to be Market;

"**Valuation Obligation**" is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation;

"**Valuation Time**" is deemed to be 11:00 a.m. in the principal trading market for the Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation; and

"**Weighted Average Quotation**" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or Hedge Disruption Obligation (as the case may be), Undeliverable Loan Obligation or Unassignable Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount that in the aggregate are approximately equal to the Quotation Amount.

9 Credit Event Notice after M(M)R Restructuring

Notwithstanding anything to the contrary in these Credit-Linked Note Provisions, upon the occurrence of an M(M)R Restructuring:

(i) The Calculation Agent may deliver multiple Credit Event Notices with respect to such M(M)R Restructuring, each such Credit Event Notice setting forth an amount to which such Restructuring Credit Event applies (the "**Partial Redemption Amount**") that may be less than the nominal amount outstanding of each Note or, in the case of Linear Basket Credit Linked Notes, the relevant Reference Entity Notional Amount immediately prior to the delivery of such Credit Event Notice. In such circumstances the provisions of the Credit-Linked Note Provisions shall be deemed to apply to the Partial Redemption Amount only and each such Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount) and where applicable, references in the Credit-Linked Note Provisions to "the Calculation Amount" or, in the case of Linear Basket Credit Linked Notes, any reduction of the relevant Reference Entity Notional Amount, shall be interpreted to mean "the Partial Redemption Amount" accordingly.

(ii) For the avoidance of doubt (A) only the nominal amount of each such Note not so redeemed in part shall remain outstanding, the Final Redemption Amount (or Adjusted Credit Outstanding Nominal Amount in the case of Linear Basket Credit Linked Notes) and any other relevant provisions of these Credit-Linked Note Provisions shall be amended in such manner as the Calculation Agent determines to be appropriate to reflect such partial redemption and interest (if any) shall continue to accrue on the nominal amount outstanding of such Note as provided in Condition 4 (*Interest*) (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and (B) the provisions of the Credit-Linked Note Provisions shall apply to such nominal amount outstanding of such Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (C) if, following a Restructuring Credit Event, different Credit Event Determination Dates have been determined with respect to different

portions of amounts payable or deliverable to Noteholders under the relevant Series, the Calculation Agent will (x) determine such adjustment(s) to these Credit-Linked Note Provisions as may be required to achieve as far as practicable the same economic effect as if each such portion was a separate series or otherwise reflect or account for the effect of the above provisions of this paragraph and (y) the effective date of such adjustment(s).

(iii) If the provisions of this paragraph 9 (*Credit Event Notice after M(M)R Restructuring*) apply in respect of the Credit-Linked Notes, on redemption of part of each such Credit-Linked Note, the relevant Credit-Linked Notes or, if the Credit-Linked Notes are represented by a Global Note, such Global Note, shall be endorsed to reflect such partial redemption.

(iv) In addition, in the case of First to Default Credit Linked Notes, once a Credit Event Determination Date has occurred in respect of the First Reference Entity, where the Credit Event is a Restructuring Credit Event, no further Credit Event Notices may be delivered in respect of any other Reference Entity.

10 Provisions relating to Multiple Holder Obligation

If "Multiple Holder Obligation" is specified as applicable in the applicable Pricing Supplement, notwithstanding anything to the contrary in the definition of "Restructuring" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a) to (e) of the definition of "Restructuring" shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation, where "**Multiple Holder Obligation**" means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event, provided that any Obligation that is a Bond shall be deemed to satisfy the requirements in sub-paragraph (ii) above.

11 Accrual of Interest

Notwithstanding the provisions of the Conditions but subject to paragraphs 1 (*Cash Settlement*), 3 (*Repudiation/Moratorium Extension*), 4 (*Grace Period Extension*), 5 (*Credit Derivatives Determinations Committee Extension*) and 6 (*Deferral of Certain Dates*) above, if:

(i) "No Accrual of Interest upon Credit Event" is specified as being applicable in the applicable Pricing Supplement, no amount of interest will be payable in respect of an Interest Payment Date (and accordingly will be deemed not to have accrued) if the relevant interest payment (as the same may be deferred) has not become due and payable on or prior to the Credit Event Determination Date. Accordingly, if the Credit Event Determination Date falls prior to the first Interest Payment Date, no interest shall accrue on the Credit-Linked Notes; or

(ii) "Partial Accrual of Interest upon Credit Event" is specified as being applicable in the applicable Pricing Supplement, each Note shall continue to bear interest up to (but excluding) the Credit Event Determination Date but shall cease to bear interest from (and including) the Credit Event Determination Date and such accrued interest shall be paid on the second Business Day following the Auction Settlement Date or on the Credit Event Redemption Date (as the case may be) or on or prior to the Scheduled Physical Settlement Date.

12 Force Majeure and Merger Event

If "Force Majeure Events" is specified as applying in the applicable Pricing Supplement, the following provisions in this paragraph 12 shall apply and will continue to apply notwithstanding the occurrence of any Credit Event Determination Date for so long as the Credit-Linked Notes are outstanding. For the avoidance of doubt, the provisions of this paragraph 12 shall apply without limitation in the case of Linear Basket Credit Linked Notes.

(i) **Notice of Force Majeure Event**

The Bank shall have the right to give notice in accordance with the Conditions at any time to the Noteholders if it determines that any of the following events (each a "**Force Majeure Event**") has occurred:

(a) the performance of the Bank's obligations under the Credit-Linked Notes has become unlawful in whole or in part as a result of compliance by the Bank with any applicable present or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority (as defined below) or otherwise;

(b) the performance of the Bank's obligations under the Credit-Linked Notes is prevented or materially hindered or delayed due to either (1) any act, law, rule, regulation, judgment, order, interpretation, directive, decree or material legislative or administrative interference of any Government Authority or otherwise, or (2) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond the Bank's control;

(c) it has become impracticable, illegal or impossible for the Bank or any of its Affiliates, or the Bank or any of its Affiliates are otherwise unable, (1) to convert the relevant currency (the **"Local Currency"**) in which the relevant Valuation Obligation or traded instruments or any options or futures contracts or other hedging assets or arrangements in relation to the Reference Entity (for the purposes of hedging the Bank's obligations under the Credit-Linked Notes) are denominated or settled, into the Specified Currency or exchange or repatriate any funds in the Local Currency or the Specified Currency outside of the country in which the relevant Valuation Obligation or any options or futures contracts in relation to the Valuation Obligation are traded due to the adoption of, or any change in, any applicable law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise, or (2) to determine a rate or (in the determination of the Calculation Agent) a commercially reasonable rate at which the Local Currency can be exchanged for the Specified Currency for payment under the Credit-Linked Notes;

(d) it has become impracticable, illegal or impossible for the Bank or any of its relevant Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Valuation Obligation or any options or futures contracts in relation to the Valuation Obligation in order for the Bank to perform its obligations under the Credit-Linked Notes or in respect of any relevant Hedging Arrangements or the costs of so doing would (in the determination of the Calculation Agent) be materially increased;

(e) it is not reasonably practicable for the Bank to settle the Credit-Linked Notes pursuant to these Credit-Linked Note Provisions following the occurrence of a Credit Event Determination Date due directly or indirectly to there being no Reference Obligation(s) and/or no Deliverable Obligation(s) in respect of the relevant Reference Entity; or

(f) any other event beyond the control of the Bank has occurred which makes it impracticable, illegal or impossible for the Bank to perform its obligations under the Credit-Linked Notes or to hedge effectively its obligations under the Credit-Linked Notes or the costs of so doing would (in the determination of the Calculation Agent) be materially increased.

(ii) **Bank's Option following a Force Majeure Event**

If the Bank decides to give notice to Noteholders of the occurrence of a Force Majeure Event pursuant to this paragraph 12, it shall state in such notice whether the Credit-Linked Notes will be terminated pursuant to paragraph 12(iii) or whether the Bank's obligations under the Credit-Linked Notes will be suspended pursuant to paragraph 12(iv) and, in the case of Linear Basket Credit Linked Notes, whether such consequence should apply in whole or in part in relation to the Credit-Linked Notes. The notice may also state any adjustments the Bank deems necessary in its sole and absolute discretion to make to the Credit-Linked Notes to give effect to any such consequence. If the Bank elects to give notice to Noteholders of a suspension of its obligations under the Credit-Linked Notes pursuant to paragraph 12(iv), the Bank shall nevertheless retain the right at all times to terminate the Credit-Linked Notes pursuant to paragraph 12(iii) by giving notice to Noteholders in accordance with the Conditions.

(iii) **Termination**

Upon the Bank's election to terminate the Credit-Linked Notes in whole or in part, the Bank will, in respect of each and every Note cause to be paid to the Noteholder an amount determined to be the fair market value of the Note (or part thereof) as at termination (which may be zero) taking into consideration all information which the Calculation Agent deems relevant (including the circumstances that resulted in the occurrence of the Force Majeure Event) less the cost to the Bank and/or its Affiliates of unwinding the Hedging Arrangements in whole or in part (if any) (including but not limited to selling or otherwise realising the Valuation Obligation/Obligations or any options or futures contracts in relation to the Valuation Obligation/Obligations or any other such property), all as determined by the Calculation Agent. At the election of the Bank, such payment may be made in the Local Currency in the Relevant Jurisdiction, in which case the Noteholder will have responsibility for establishing an account in the Relevant Jurisdiction in order to receive such payments; provided that if it is impracticable or unlawful for the Bank to pay such amount in the Relevant Jurisdiction or the relevant Noteholder does not establish the necessary account in the Relevant Jurisdiction to receive payment(s) in the currency the Bank elects, the Bank shall not be obliged to make payment of any such amounts so affected, as applicable. Payment will be made, as the case may be, in such manner as shall be notified to the Noteholders in accordance with the Conditions.

(iv) **Suspension**

Upon the Bank's election to suspend the Credit-Linked Notes or provisions in respect of part thereof, the Bank's obligations in respect of the Credit-Linked Notes may be suspended up until the tenth day after such Force Majeure Event shall cease to exist.

(v) **Loss**

No Noteholder will be entitled to any compensation from the Bank for any loss suffered as a result of the occurrence of a Force Majeure Event.

(vi) **Redemption following a Merger Event**

If "Merger Event" is specified as applying in the Pricing Supplement, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Bank may give notice to the Noteholders in accordance with the Conditions, and redeem all but not some only of the Credit-Linked Notes and pay in respect of each nominal amount of Credit-Linked Notes equal to the Calculation Amount, the fair market value of such Calculation Amount at termination as determined by the Calculation Agent taking into consideration all information it determines relevant less the cost to the Bank and/or its Affiliates of unwinding any Hedging Arrangements. The Bank will notify the timing of such early redemption to Noteholders.

For the purposes of this paragraph 12:

"**Government Authority**" means any nation, state or government; any province or other political subdivision thereof; any body, agency or ministry; any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality; and any other entity exercising; executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.fv

For these purposes, "**Merger Event**" means that at any time during the period from (and including) the Trade Date to (but excluding) the Maturity Date either (A) the Bank or a Reference Entity (any such entity, the "**Mergor**") consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to (i) where the Mergor is the Bank, a Reference Entity or (ii) where the Mergor is a Reference Entity, the Bank, or (B) the Bank and a Reference Entity become Affiliates.

"**Relevant Jurisdiction**" has the meaning specified in the applicable Pricing Supplement and if it is not specified, it will mean any jurisdiction determined by the Calculation Agent as having a connection with the Local Currency and/or Hedging Arrangements (if any).

13 Settlement Suspension

If, following the occurrence of a Credit Event Determination Date but prior to (x) the Physical Settlement Date or Auction Settlement Date or, to the extent applicable, a Valuation Date or (y) in the case of Fixed Recovery Credit Linked Notes, the relevant Cut-Off Date, there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of the Credit-Linked Note Provisions and the definitions of Credit Event Redemption Date, Valuation Date, Settlement Notice, Physical Settlement Notice, Physical Settlement Period, and any other provision of these Credit-Linked Note Provisions and/or the applicable Pricing Supplement as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period, a "**Suspension Period**") until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal. During such suspension period none of the Bank, the Calculation Agent or any Noteholder are obliged to, nor are they entitled to, take any action in connection with the settlement of the Credit-Linked Notes. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements of these Credit-Linked Note Provisions and/or the applicable Pricing Supplement that have previously tolled or been suspended

shall resume on the Business Day following such public announcement by the DC Secretary with the Bank having the benefit of the full day notwithstanding when the tolling or suspension began in accordance with this paragraph 13.

In the event of any such Suspension Period, the Calculation Agent may (x) make such consequential or other adjustment(s) or determination(s) to or in relation to the Conditions or these Credit-Linked Note Provisions as may be desirable or required either during or following any Suspension Period to account for or reflect such suspension and (y) determine the effective date of such adjustment(s) or determination(s).

14 Provisions taken from the ISDA supplement titled "*Additional Provisions for Monoline Insurer Reference Entities (September 2014)*"

If this paragraph 14 is specified as applicable in the applicable Pricing Supplement, the following provisions will apply:

(i) *Obligation and Deliverable Obligation*. Paragraph (a) of the definition of "Obligation" in paragraph 21 (*Definitions*) below and paragraph (a) of the definition of "Deliverable Obligation" in paragraph 21 (*Definitions*) below are hereby amended by adding "or Qualifying Policy" after "as provider of a Relevant Guarantee".

(ii) *Interpretation of Provisions*. In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (B) of the definition of "Deliverable Obligation" in paragraph 21 (*Definitions*) below will apply, with references to the Relevant Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

(a) the Obligation Category "Borrowed Money" and the Obligation Category and Deliverable Obligation Category "Bond" shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in these Credit-Linked Note Provisions in respect of such an Insured Instrument shall be construed accordingly;

(b) references in the definitions of "Assignable Loan" and "Consent Required Loan" to the "guarantor" and "guaranteeing" shall be deemed to include the "insurer" and "insuring", respectively;

(c) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of "Accelerated or Matured", whether or not that characteristic is otherwise specified as applicable in the applicable Pricing Supplement;

(d) if the "Assignable Loan", "Consent Required Loan", "Direct Loan Participation" or "Transferable" Deliverable Obligation Characteristics are specified in the applicable Pricing Supplement and if the benefit of the "Qualifying Policy" is not transferred as part of any transfer of the Insured Instrument, the "Qualifying Policy" must be transferable at least to the same extent as the Insured Instrument;

(e) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the "Maximum Maturity" Deliverable Obligation Characteristic, shall mean the specified date by which the "Qualifying Policy" guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and

(f) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.

(iii) *Outstanding Principal Balance.* References in paragraph (a) of the definition of "Outstanding Principal Balance" to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instruments shall be disregarded for the purposes of paragraph (b)(ii) of the definition of "Outstanding Principal Balance" provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

(iv) *Deliver*. For the purposes of the definition of "Deliver" in paragraph 21 (*Definitions*) below, "Deliver" with respect to an obligation that is a "Qualifying Policy" means to Deliver both the Insured Instrument and the benefit of the "Qualifying Policy" (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related "Qualifying Policy"), and "Delivery" and "Delivered" will be construed accordingly.

(v) *Provisions for Determining a Successor*. Paragraph (a), the paragraph commencing "If two or more entities…" and the paragraph commencing "For the purposes of this definition of "Successor"...", in each case in the definition of "Successor" in paragraph 21 (*Definitions*) below are hereby amended by adding "or Qualifying Policy" after each occurrence of " a Relevant Guarantee". Such paragraph commencing "If two or more entities…" will be further amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".

(vi) *Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event.* The definition of "Original Non-Standard Reference Obligation", paragraph (c)(i) of the definition of "Substitute Reference Obligation" and paragraph (b)(ii) of "Substitution Event" are hereby amended by adding "or Qualifying Policy" after "a guarantee".

(vii) *Restructuring*

(I) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, paragraphs

(a) to (e) inclusive of the definition of "Restructuring" in paragraph 21 (*Definitions*) below are hereby amended to read as follows:

"(a) a reduction in the rate or amount of the Instrument Payments in paragraph (A)(x) of the definition thereof that are guaranteed or insured by the "Qualifying Policy" (including by way of redenomination);

(b) a reduction in the amount of the Instrument Payments described in paragraph (A)(y) of the definition thereof that are guaranteed or insured by the "Qualifying Policy" (including by way of redenomination);

(c) a postponement or other deferral of a date or dates for either (x) the payment or accrual of the Instrument Payments described in paragraph (A)(x) of the definition thereof or (y) the payment of the Instrument Payments described in paragraph (A)(y) of the definition thereof, in each case that are guaranteed or insured by the "Qualifying Policy";

(d) a change in the ranking in priority of payment of (x) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (y) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or

(e) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the "Qualifying Policy" to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole)."

(II) Paragraph (D) of the definition of "Restructuring" in paragraph 21 (*Definitions*) below is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the "Qualifying Policy" continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the "Qualifying Policy" guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the "Qualifying Policy" at the end thereof.

(III) The definition of "Restructuring" in paragraph 21 (*Definitions*) below is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

"For purposes of this definition of "Restructuring" in and if paragraph 14 is specified as applying in the applicable Pricing Supplement, for the purposes of the Credit-Linked Note Provisions the term "Obligation" shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in this definition of

"Restructuring" shall be deemed to refer to the Insured Obligor and the references to the Reference Entity in paragraphs (a) to (e) inclusive in this definition of "Restructuring" shall continue to refer to the Reference Entity."

(viii) *Fully Transferable Obligation and Conditionally Transferable Obligation*. In the event that M(M)R Restructuring is specified as applicable in the applicable Pricing Supplement and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition. References in the definition of "Conditionally Transferable Obligation" to the "guarantor" and "guaranteeing" shall be deemed to include "the "insurer" and "insuring" respectively. With respect to an Insured Instrument in the form of a pass- through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in paragraph 2 (*Physical Settlement*) and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the "Qualifying Policy" guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

(ix) *Other Provisions*. For purposes of the definitions of "Prohibited Action", "Credit Event" and "Deliver" in paragraph 21 (*Definitions*) below references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor", respectively.

(x) Additional Definitions.

(I) "**Qualifying Policy**" means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this paragraph 14) (the "**Insured Instrument**") for which another party (including a special purpose entity or trust) is the obligor (the "**Insured Obligor**"). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments).

(II) "**Instrument Payments**" means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in paragraph (iii) above and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the "Qualifying Policy").

(III) "**Certificate Balance**" means, in the case of an Insured Instrument that is in the form of a pass through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

15 Provisions taken from the ISDA supplement titled "Additional Provisions for Senior Non-Preferred Reference Obligations" (published on 8 December 2017)

If this paragraph 15 is specified as applicable in the applicable Pricing Supplement in respect of a Reference Entity, the following provisions will apply to the Reference Entity:

(i) The definition of "Reference Obligation" in paragraph 21 (*Definitions*) is amended by the insertion of the following language after the words "if any" in the first line of such definition:

"provided that, irrespective of any Original Non-Standard Reference Obligation specified in the applicable Pricing Supplement, if (i) a Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity is specified on the SRO List, such Standard Reference Obligation shall be deemed to constitute the Reference Obligation, or (ii) no such Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity is specified on the SRO List but such Standard Reference Obligation has previously been specified on the SRO List, there shall be deemed to be no Reference Obligation applicable to the Credit Linked Securities and such previously specified Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity shall be deemed to constitute the Prior Reference Obligation".

(ii) The definition of "Seniority Level" in paragraph 21 (*Definitions*) shall be deleted and replaced with the following:

"**Seniority Level**" means with respect to an obligation of the Reference Entity, Senior Non-Preferred Level.

(iii) "Subordination" shall have the meaning ascribed to such term in paragraph (c)(A)(2)(ii) under the definition of "Obligation" in paragraph 21 (*Definitions*) and such term shall be applied in the assessment of any Obligation without regard to how the Obligation is described by the laws of any relevant jurisdiction, including any characterisation of the Obligation as senior or unsubordinated by the laws of any relevant jurisdiction.

(iv) The following terms shall have the following meanings:

"**Senior Non-Preferred Obligation**" means any obligation of the Reference Entity which is Subordinated only to any unsubordinated Borrowed Money Obligations of the Reference Entity but not further or otherwise, or which would be so Subordinated if any unsubordinated Borrowed Money Obligations of the Reference Entity existed, and which ranks above Traditional Subordinated Obligations of the Reference Entity or which would so rank if any Traditional Subordinated Obligations of the Reference Entity existed. A Senior Non- Preferred Obligation shall constitute a Subordinated Obligation as defined in paragraph 21 (*Definitions*) for the purposes of the Credit Terms;

"**Traditional Subordinated Obligation**" means (i) Tier 2 Subordinated Obligations of the Reference Entity; (ii) any obligations of the Reference Entity which rank or are expressed to rank pari passu with any Tier 2 Subordinated Obligations of the Reference Entity; and (iii) any obligations of the Reference Entity which are Subordinated to the obligations thereto described in (i) and (ii) above shall each (without limitation) constitute Traditional Subordinated Obligations in respect of a

Senior Non-Preferred Obligation. A Traditional Subordinated Obligation shall constitute a Further Subordinated Obligation for the purposes of paragraph 21 (*Definitions*); and

"**Tier 2 Subordinated Obligation**" means any obligation of the Reference Entity which meets the conditions set out in Article 63 of Regulation 575/2013 of the European Parliament and of the Council of 26 June 2013, as such Article may be amended or replaced from time to time (the "CRR") or which are (or were at any time) otherwise eligible as a Tier 2 item in accordance with the CRR.

(v) The Reference Obligation or Prior Reference Obligation, as applicable, will constitute a Subordinated Obligation.

16 Provisions taken from the ISDA supplement titled "2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions"

If this paragraph 16 is specified as applicable in the applicable Pricing Supplement in respect of a Reference Entity, the following provisions will apply to the Reference Entity:

(i) **Outstanding Principal Balance**

The definition of Outstanding Principal Balance is hereby deleted in its entirety and replaced with the following:

""**Outstanding Principal Balance**" means the outstanding principal balance of an obligation which will be calculated as follows

(i) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (A) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (B) the amount of the Fixed Cap, if any);

(ii) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (A) is subject to any Prohibited Action, or (B) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (I) payment or (II) a Permitted Contingency) (the amount determined in accordance with paragraph (i) above less any amounts subtracted in accordance with this paragraph (ii), the "**Non-Contingent Amount**"); and

(iii) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance, in each case, determined:

(A) unless otherwise specified, in accordance with the terms of the obligation in effect on either (I) PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (II) the Valuation Date, as applicable; and

(B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

For the purposes of (B) above, "applicable laws" shall include any bankruptcy or insolvency law or other law affecting creditors' rights to which the relevant obligation is, or may become, subject.

If "Fallback Discounting" is specified as applicable in the Pricing Supplement, then notwithstanding the above, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under (iii)(B) above, (ii) that obligation is either a Bond that has an issue price less than ninety-five per cent of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

(x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the "**Original Obligation(s)**") at the time of such exchange (determined without regard to market or trading value of the Original Obligation(s)); and

(y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced as the prior debt obligation.

In circumstances where a Noteholder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee or, if none, as determined by the Calculation Agent in its sole and absolute

discretion in such manner and by reference to such source(s) as it determines appropriate.".

(ii) **Failure to Pay**

The definition of "Failure to Pay" is hereby deleted in its entirety and replaced with the following:

""**Failure to Pay**" means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure provided that, if an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination. If "Credit Deterioration Requirement" is specified as applicable in the applicable Pricing Supplement, then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity. In the event that the Calculation Agent makes any such determination, it may take into account the guidance note set out in paragraph 3 (*Interpretive Guidance*) of the ISDA 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 July, 2019).".

17 Calculation Agent Notices, certain provisions relating to timing and payment timing and non-exclusive use of certain provisions hereof

Any notice to be delivered by the Calculation Agent to the Bank pursuant to these Credit-Linked Note Provisions may be given in writing (including by facsimile and/or email) and/or by telephone. Any such notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

For the purposes of determining the day on which an event occurs for purposes of these Credit-Linked Note Provisions, the Calculation Agent will determine the demarcation of days by reference to Greenwich Mean Time (or, if the Calculation Agent determines the Reference Entity has a material connection to any jurisdiction for these purposes, local time of the relevant jurisdiction) irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

In addition, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Calculation Agent determines the Reference Entity has a material connection to any jurisdiction for these purposes, local time of the relevant jurisdiction), irrespective of the time zone of its place of payment.

The application of any of paragraphs 3 (*Repudiation/Moratorium Extension*), 4 (*Grace Period Extension*), 5 (*Credit Derivatives Determinations Committee Extension*), 6 (*Deferral of Certain Dates*) or 13 (*Settlement Suspension*) above shall, for the avoidance of doubt, not preclude the application of any other such paragraph either contemporaneously or subsequently and in the event that any such paragraphs are inconsistent or the Calculation Agent becomes entitled to exercise a discretion under one or more of such paragraphs, the Calculation Agent may elect in its sole and absolute discretion which paragraph shall apply and under which paragraph or paragraphs it shall exercise its discretion.

18 Amendment of Conditions and Credit-Linked Note Provisions

The Calculation Agent may from time to time amend any provision of the Conditions and these Credit-Linked Note Provisions (i) to incorporate and/or reflect (a) further or alternative documents or protocols from time to time published by ISDA with respect to the settlement of credit derivative transactions and/or (b) the operation or application of determinations by the Credit Derivatives Determinations Committees and/or (ii) in any manner which the Calculation Agent determines is necessary or desirable to reflect or account for market practice for credit derivative transactions or legal or regulatory requirements and/or reflect or account for a Hedge Disruption Event. Without limitation (i) such amendments may be made to reflect or account for market practice or legal or regulatory requirements whether or not these existed or were in force as of the Trade Date and (ii) legal or regulatory requirements may include rules on settlement discipline under and other provisions of the Central Securities Depositories Regulation (EU 909/2014). Any amendment made in accordance with this paragraph 18 shall be notified to the Noteholders in accordance with the Conditions.

19 Early redemption of Reference Obligation Only Notes following a Substitution Event or Repurchase

If the Credit-Linked Notes are Reference Obligation Only Notes relating to a single Reference Entity and (i) the event set out in paragraph (a) of the definition of "Substitution Event" below occurs with respect to the Reference Obligation or (ii) the Calculation Agent determines the Reference Obligation has been repurchased in whole pursuant to the terms of the Reference Obligation or a tender offer, then:

(a) interest (if any) shall cease to accrue on the Credit-Linked Notes from and including the Interest Payment Date immediately preceding the relevant (i) Substitution Event Date or (ii) the date of repurchase as determined by the Calculation Agent or, if no Interest Payment Date has occurred, no interest will accrue on the Credit-Linked Notes; and

(b) each Note will be redeemed by the Bank at its relevant Reference Obligation Only Termination Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the Specified Currency on the Maturity Date, which for the purposes of this paragraph shall be the day falling three Business Days following the relevant (i) Substitution Event Date or (ii) the date of repurchase as determined by the Calculation Agent.

20 DC Resolution Adjustment Events

If following the publication of a DC Resolution (the "**Prior DC Resolution**"), a further DC Resolution (the relevant "Further DC Resolution") is published the effect of which would be to reverse all or part of the Prior DC Resolution or if any DC Resolution would reverse any determination made by the Calculation Agent and/or the occurrence of a Credit Event Determination Date, notwithstanding any

other provisions of these Credit-Linked Note Provisions the Calculation Agent may, in its sole and absolute discretion, make any adjustment(s) that the Calculation Agent determines is necessary or desirable to the Conditions or these Credit-Linked Note Provisions to reflect the publication of such Further DC Resolution or DC Resolution, including, without limitation, as a result of the impact or effect of such Further DC Resolution or DC Resolution on the Hedging Arrangements (if any).

21 Definitions

"**2.5 year Limitation Date**" has the meaning given to that term in the definition of "Limitation Date".

"**10 year Limitation Date**" has the meaning given to that term in the definition of "Limitation Date".

"**Accrued Interest**" means for the purpose of these Credit-Linked Note Provisions:

(i) in respect of any Credit-Linked Notes for which "Physical Settlement" is specified to be the Settlement Method in the applicable Pricing Supplement (or for which Physical Settlement is applicable as the Fallback Settlement Method in accordance with paragraph 1 (*Cash Settlement*)), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the applicable Pricing Supplement, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine in its sole and absolute discretion);

(ii) in respect of any Credit-Linked Notes for which "Cash Settlement" is specified to be the applicable Settlement Method in the applicable Pricing Supplement (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with paragraph 1), and:

(a) "Include Accrued Interest" is specified in the applicable Pricing Supplement, the Outstanding Principal Balance of the Valuation Obligation shall include accrued but unpaid interest;

(b) "Exclude Accrued Interest" is specified in the applicable Pricing Supplement, the Outstanding Principal Balance of the Valuation Obligation shall not include accrued but unpaid interest; or

(c) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the applicable Pricing Supplement, the Calculation Agent shall determine, based on the then current market practice in the market of the Valuation Obligation whether the Outstanding Principal Balance of the Valuation Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or

(iii) if paragraph 8 (*Partial Cash Settlement*) applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligation (as applicable) or Undeliverable Loan Obligation or Unassignable Obligation, whether such Quotations shall include or exclude accrued but unpaid interest.

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under

common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"**Asset**" means each obligation, equity, amount of cash, security, fee (including any "early- bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

"**Asset Amount**" means, in respect of each nominal amount of Credit-Linked Notes equal to the Calculation Amount, Deliverable Obligations, as selected by the Bank, with:

(a) in the case of Deliverable Obligations that are Borrowed Money obligations, an Outstanding Principal Balance; or

(b) in the case of Deliverable Obligations that are not Borrowed Money obligations, a Due and Payable Amount,

(or, in each case, the equivalent Currency Amount of any such amount) in each case in an aggregate amount as of the relevant Delivery Date that is equal to the Calculation Amount.

"**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"**Asset Package**" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"**Asset Package Credit Event**" means:

(a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Pricing Supplement:

  (i) a Governmental Intervention; or

  (ii) a Restructuring in respect of a Valuation Obligation, if "Restructuring" is specified as applicable in the applicable Pricing Supplement and such Restructuring does not constitute a Governmental Intervention; and

(b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the applicable Pricing Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

"**Asset Transfer Notice**" means a duly completed asset transfer notice delivered by the Noteholder in accordance with paragraph 7 (*Procedures for Physical Delivery*).

"**Auction**" has the meaning as shall be set out in the relevant Transaction Auction Settlement Terms.

"**Auction Cancellation Date**" has the meaning as shall be set out in the relevant Transaction Auction Settlement Terms.

"**Auction Cash Settlement Amount**" means an amount per Calculation Amount calculated by the Calculation Agent equal to (a) the Calculation Amount multiplied by (b) the Auction Final Price; provided that in no event shall the Auction Cash Settlement Amount be less than zero. In relation to a Note, where the Specified Denomination of a Note in definitive form is a multiple of the Calculation Amount, the Auction Cash Settlement Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"**Auction Covered Transaction**" has the meaning as shall be set out in the relevant Transaction Auction Settlement Terms.

"**Auction Final Price**" means the price, if any, specified to be the relevant Auction Final Price as shall be set forth in the relevant Transaction Auction Settlement Terms (expressed as a percentage) or, in the case of a Restructuring Credit Event in respect of which the Movement Option was exercised on or prior to the Movement Option Cut-Off Date, the price, if any, specified to be the Auction Final Price determined in accordance with the applicable Parallel Auction Settlement Terms with respect to the Reference Entity (expressed as a percentage).

"**Auction Final Price Determination Date**" has the meaning as shall be set out in Transaction Auction Settlement Terms.

"**Auction Settled Notes**" means Notes in respect of which "Auction Settlement" is specified as the applicable Settlement Method in the applicable Pricing Supplement.

"**Auction Settlement Date**" means the date that is the number of Business Days as shall be specified in the relevant Transaction Auction Settlement Terms (or, if a number of Business Days is not so specified, 10 Business Days) immediately following the Auction Final Price Determination Date.

"**Bankruptcy**" means the Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or

the making of an order for its winding- up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof or before the Maturity Date, whichever is earlier;

(e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter or before the Maturity Date, whichever is earlier; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in paragraphs (a) to (g) above (inclusive).

"**Calculation Agent Physical Settlement Amendment Notice**" means a notice by the Calculation Agent to the Bank containing such material information determined by the Calculation Agent that is required to be specified by the Bank, in a Physical Settlement Amendment Notice to be given by the Bank.

"**Calculation Agent Physical Settlement Notice**" means a notice from the Calculation Agent to the Bank containing such material information determined by the Calculation Agent that is required to be specified by the Bank in a Physical Settlement Notice to be given by the Bank.

"**Cash Settled Notes**" means Notes in respect of which "Cash Settlement" is specified as the applicable Settlement Method in the applicable Pricing Supplement or where Cash Settlement is the Fallback Settlement Method and a Fallback Settlement Method Event has occurred.

"**Conditionally Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case as of each such date the Calculation Agent determines appropriate in the context of the Notes which dates may include any relevant dates for purposes of the Hedging Arrangements (if any) provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for the purposes of this definition of "Conditionally Transferable Obligation".

"**Conforming Reference Obligation**" means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of "Deliverable Obligation" below.

"**Credit Derivatives Auction Settlement Terms**" means any Credit Derivatives Auction Settlement Terms published by ISDA, a form of which will be published by the Credit Derivatives Determinations Committee on its website at *www.cdsdeterminationscommittees.org* or any successor website thereto) from time to time and as may be amended from time to time.

"**Credit Derivatives Determinations Committee**" means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions.

"**Credit Event**" means the occurrence of any one or more of the Credit Events specified in the applicable Pricing Supplement which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring, Governmental Intervention and/or any additional Credit Event specified in the applicable Pricing Supplement.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Amount**" means in respect of a Note, an amount per Calculation Amount equal to that Note 's *pro rata* share of the amount (which may not be less than zero) calculated by the Calculation Agent in accordance with the following formula:

RENA x FP

where:

"**RENA**" is the Reference Entity Notional Amount in respect of the affected Reference Entity; and

"**FP**" is the Final Price (if a Fallback Settlement Method Event occurs and Cash Settlement is the Fallback Settlement Method or if the Settlement Method is Cash Settlement) or the Auction Final Price, as applicable, in respect of the affected Reference Entity.

Expressed in words, this is the product of the Reference Entity Notional Amount in respect of the affected Reference Entity and the Final Price or the Auction Final Price, as applicable, in respect of the affected Reference Entity.

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

"**Credit Event Backstop Date**" means (a) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in sub-paragraph (b) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date or (b) otherwise, the date that is 60 calendar days prior to the earlier of (i) if the Notice Delivery Date occurs during the Notice Delivery Period, the Notice Delivery Date; and (ii) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Credit Event Determination Date**" means, with respect to a Credit Event with respect to which:

(a) Auction Settlement is the applicable Settlement Method:

(i) subject to paragraph (a)(ii) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(ii) notwithstanding paragraph (a)(i) of this definition, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:

(A) (1) the Credit Event is not an M(M)R Restructuring; and

(2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or

(B) (1) the Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the Exercise Cut-off Date,

provided that the Notes have not been redeemed on or prior to the date on which the DC Credit Event Meeting Announcement occurs and that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is

also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, or the Calculation Agent otherwise determines this is consistent with the Hedging Arrangements (if any), or

(b) if paragraph (a) of this definition does not apply, the Non-Standard Credit Event Determination Date.

Provided further that no Credit Event Determination Date will occur, and any Credit Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the Credit Event Redemption Date or the Maturity Date as applicable, a DC No Credit Event Announcement Date occurs with respect to the relevant event.

If, in accordance with the provisions above, (i) following the determination of a Credit Event Determination Date, such Credit Event Determination Date is deemed (A) to have occurred on a date that is different from the date that was originally determined to be the Credit Event Determination Date or (B) not to have occurred or (ii) a Credit Event Determination Date is deemed to have occurred prior to one or more preceding Interest Payment Dates, the Calculation Agent will determine (1) such adjustment(s) to these Credit-Linked Note Provisions (including any adjustment to payment amounts) as may be required to achieve as far as practicable the same economic position of Noteholders as would have prevailed had a Credit Event Determination Date occurred on such deemed date of occurrence or had a Credit Event Determination Date not occurred (as applicable) and (2) the effective date of such adjustment(s). For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any adjustment to payment amounts.

Where First-to-Default is specified as applicable in the applicable Pricing Supplement, a Credit Event Determination Date shall be deemed to occur with respect to the Notes on the first occasion a Credit Event Determination Date occurs with respect to any Reference Entity (the "**First Reference Entity**"). Where First-to-Default is specified as applicable in the applicable Pricing Supplement and a Credit Event Determination Date occurs with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole and absolute discretion the order in which such Credit Event Determination Dates occur.

"**Credit Event Notice**" means a notice from the Calculation Agent to the Bank (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred (i) on or after the Credit Event Backstop Date or if the applicable Pricing Supplement specifies any determinations or resolutions made by the Credit Derivatives Determinations Committee and any terms or provisions relating thereto do not apply, the Trade Date and (ii) on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event that occurred after the Maturity Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

"**Credit Event Payment Date**" means, in relation to any Credit Event Amount (i) the day falling the number of Business Days specified in the applicable Pricing Supplement (or, if a number of Business

Days is not so specified, ten (10) Business Days) following the determination of the relevant Final Price or (ii) the day falling two Business Days after the related Auction Settlement Date for the relevant Reference Entity, as applicable.

"**Credit Event Redemption Amount**" means in the case of any Notes, the amount per Calculation Amount specified as such or determined as specified in the applicable Pricing Supplement or, if no such amount or method of determination is so specified, an amount calculated by the Calculation Agent equal to:

A x B

Where:

"**A**" is the Calculation Amount; and

"**B**" is the Final Price

provided that in no event shall the Credit Event Redemption Amount be less than zero. In relation to a Note, where the Specified Denomination of a Note in definitive form is a multiple of the Calculation Amount, the Credit Event Redemption Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

"**Credit Event Redemption Date**" means, subject to paragraph 13 (*Settlement Suspension*) above:

(a) in the case of any Notes other than Fixed Recovery Credit Linked Notes, the day falling the number of Business Days specified in the applicable Pricing Supplement after the determination of the Final Price, or, if the number of Business Days is not so specified, ten (10) Business Days, in each case in respect of the Reference Entity the occurrence of which results in the Notes becoming redeemable; or

(b) in the case of Fixed Recovery Credit Linked Notes, the date that is 10 Business Days following the first day on which the Calculation Agent first determines that a Credit Event Determination Date has occurred subject as provided in the following sentence. If the Calculation Agent determines that on or prior to the third Business Day preceding the resulting Credit Event Redemption Date (such date, the "**Cut Off Date**"), the Credit Event Determination Date should or potentially should be adjusted or should or potentially should not have occurred by reason of a DC Credit Event Announcement, a DC No Credit Event Announcement or a DC Credit Event Question Dismissal then it will cancel the then scheduled Credit Event Redemption Date and, if applicable, may designate a further Credit Event Redemption Date where any subsequent Credit Event Determination Date occurs and the provisions of this paragraph (b) will apply in full to any such subsequent Credit Event Determination Date. However no account will be taken of any relevant event or occurrence following such Cut-Off Date and such event or occurrence will be deemed not to have occurred.

For the avoidance of doubt, a Credit Event Redemption Date may fall on a date that is later than the Maturity Date.

"**Credit Event Resolution Request Date**" means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"**Currency Amount**" means with respect to a Deliverable Obligation or Replacement Deliverable Obligation specified in a Physical Settlement Notice or Physical Settlement Amendment Notice that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate.

"**Currency Rate**" means, with respect to (a) a Deliverable Obligation specified in the Physical Settlement Notice or any Physical Settlement Amendment Notice, as applicable, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (ii) if such rate is not available at such time, determined by the Calculation Agent and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the Revised Currency Rate.

"**Currency Rate Source**" means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

"**DC Announcement Coverage Cut-off Date**" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"**DC Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

"**DC Credit Event Meeting Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"**DC Credit Event Question**" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"**DC Credit Event Question Dismissal**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"**DC Determination Cut-off Date**" has the meaning given to that term in paragraph 5 (*Credit Derivatives Determinations Committee Extension*).

"**DC No Credit Event Announcement**" means, with respect to a Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

"**DC Party**" has the meaning given to that term in the DC Rules.

"**DC Resolution**" has the meaning given to that term in the DC Rules.

"**DC Rules**" means the Credit Derivatives Determinations Committees Rules, as published by the relevant Credit Derivatives Determinations Committee on its website at https://www.cdsdeterminationscommittees.org/ (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**DC Secretary**" has the meaning given to that term in the DC Rules.

"**Default Requirement**" means the amount specified as such in the applicable Pricing Supplement or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the applicable Pricing Supplement, U.S.$10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

"**Deferred Interest Payment Date**" has the meaning given to that term in paragraph 6 *(Deferral of Certain Dates*).

"**Deferred Maturity Date**" has the meaning given to that term in paragraph 6 *(Deferral of Certain Dates).*

"**Deliver**" means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Asset Amount to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including without limitation any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in paragraphs (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any Underlying Obligor); provided that (i) if all or a portion of the Asset Amount consists of Direct Loan Participations, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) to the extent that the Deliverable Obligations consist of a Guarantee, "**Deliver**" means to Deliver both the Guarantee and the Underlying Obligation, provided further that if the Guarantee has a Fixed Cap, "**Deliver**" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "**Delivery**" and "**Delivered**" will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time, provided further that the Bank agrees, and each Noteholder is deemed to agree, to comply with the provisions of any documentation (which shall include any market advisory that the relevant Credit Derivatives Determinations Committee resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant

market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The Bank agrees, and each Noteholder is deemed to agree, that compliance by the relevant Bank with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the Bank nor any Noteholder shall be permitted to request that any party take nor shall the Bank or any Noteholder be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Credit Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event. Notwithstanding the foregoing, if Sovereign No Asset Package Delivery is specified as applicable in the applicable Pricing Supplement, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto. Where Asset Package Delivery applies, the provisions relating thereto in this definition of "Deliver" below shall apply and where appropriate the Calculation Agent may make any adjustment in relation to the provisions for physical delivery and determination of the Asset Amount to take account of the relevant Asset Package.

If Asset Package Delivery applies, (a) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Physical Settlement Notice or Physical Settlement Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (b) the preceding paragraph above shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (c) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Bank has notified the holders in accordance with the Conditions of the detailed description of the Asset Package that it intends to Deliver, (d) the Bank may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (e) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value and the term Asset Package shall be construed accordingly.

"**Deliverable Obligation**" means:

(a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in sub-paragraph (e)(A) *(Method for Determining Deliverable Obligations)* below;

(b) the Reference Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation;

(d) if Asset Package Delivery is applicable, (i) if Financial Reference Entity Terms is specified as applicable in the applicable Pricing Supplement, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond,

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event); and

(e) any Additional Deliverable Obligation of a Reference Entity specified as such in the applicable Pricing Supplement.

(A) **Method for Determining Deliverable Obligations**. For the purpose of paragraph (a) of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the applicable Pricing Supplement, and, subject to (B) (*Interpretation of Provisions*) below, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Pricing Supplement, in each case as of each such date the Calculation Agent determines relevant in the context of the Notes which dates may include any relevant dates for purposes of the Hedging Arrangements (if any). The following terms shall have the following meanings:

(1) "**Deliverable Obligation Category**" means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below), except that, for the purpose of determining Deliverable Obligation, the definition of "Reference Obligations Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

(2) "**Deliverable Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer, where:

(i) "**Assignable Loan**" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate without the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(ii) "**Consent Required Loan**" means a Loan that is capable of being

assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(iii) "**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Bank is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Bank (to the extent that the Bank is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

(iv) "**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

(a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the Securities Act, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

(b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

(c) restrictions in respect of blocked periods on or around payment dates or voting periods;

(v) "**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than the period specified in the applicable Pricing Supplement (or if no such period is specified, thirty years);

(vi) "**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and

(vii) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear,

Clearstream, Luxembourg or any other internationally recognised clearing system.

(B) **Interpretation of Provisions**.

Unless expressly stated in the applicable Pricing Supplement that this paragraph (B) is not applicable to a Series;

(1) If (i) either of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the applicable Pricing Supplement, the Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Pricing Supplement, the Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan" or "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Pricing Supplement, the Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

(2) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Deliverable Obligation Characteristics in the applicable Pricing Supplement, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(3) In the event that a Deliverable Obligation is a Relevant Guarantee, the following will apply:

(i) for the purposes of the application of the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation.

(ii) for the purposes of the application of the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Deliverable Obligation Characteristics, if any, specified in the applicable Pricing Supplement from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency", and "Not Domestic Law".

(iii) For the purposes of the application of the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Deliverable Obligation Characteristics, if any, specified in the applicable Pricing Supplement from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required

Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured", and "Not Bearer".

(iv) For the purposes of the application of the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(4) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

(5) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Pricing Supplement, if an obligation would otherwise satisfy a particular Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Deliverable Obligation Characteristic.

(6) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in the paragraphs commencing "If "Mod R" …" and "If "Mod Mod R" …" in paragraph 2 above to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(7) If "Subordinated European Insurance Terms" is specified as applicable in the applicable Pricing Supplement, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

"**Deliverable Obligation Provisions**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Deliverable Obligation Terms**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Delivery Date**" means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed to be Delivered pursuant to the definition of "Deliver" above).

"**Delivery Expenses**" means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the Delivery of the Asset Amount, including, without limitation, any such costs, taxes, duties or expenses payable by the transferor and transferee of the Asset Amount.

"**Domestic Currency**" means the currency specified as such in the applicable Pricing Supplement and any successor currency thereto or if no such currency is specified, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign

"**Domestic Law**" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

"**Downstream Affiliate**" means an entity at the date of the event giving rise to the Credit Event which is the subject of the Credit Event Notice, the Delivery Date or the time of identification of a Substitute Reference Obligation (as applicable), whose outstanding Voting Shares are, at the date of the issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

"**Due and Payable Amount**" means, the amount that is due and payable by the Reference Entity under the obligation whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date, as applicable.

"**Eligible Information**" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Eligible Transferee**" means:

(a) any:

(i) bank or other financial institution;

(ii) insurance or reinsurance company;

(iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in paragraph (c)(i) below); and

(iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.$500 million;

(b) an Affiliate of an entity specified in paragraph (a) above;

(c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:

(i) that is an investment vehicle (including, without limitation, any hedge fund, Bank of collateralised debt obligations, commercial paper conduit or other special purpose

vehicle) that (1) has total assets of at least U.S.$100 million or (2) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.$100 million; or

(ii) that has total assets of at least U.S.$500 million; or

(iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b) or (c)(ii) above or (d) or (e) below;

(d) any Sovereign; or

(e) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, the European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to U.S.$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

"**Excluded Deliverable Obligation**" means:

(i) any obligation of a Reference Entity specified as such or of a type described in the applicable Pricing Supplement;

(ii) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(iii) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"**Excluded Obligation**" means

(a) any obligation of a Reference Entity specified as such or of a type described in the applicable Pricing Supplement;

(b) if "Financial Reference Entity Terms" is specified as applicable in the applicable Pricing Supplement and (i) the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

(c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Pricing Supplement and the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"**Exercise Cut-off Date**" means either:

(a) with respect to an M(M)R Restructuring and any Note to which paragraph (a) of the definition of Credit Event Determination Date above applies:

(i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

(ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date; or

(b) with respect to a Credit Event where paragraph (a) of the definition of Credit Event Determination Date does not apply, the relevant Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"**Extension Date**" means the latest of:

(a) the Maturity Date;

(b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified as applicable in the applicable Pricing Supplement, and (ii) the Potential Failure to Pay with respect to such Failure to Pay occurs on or prior to the Maturity Date; and

(c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the applicable Pricing Supplement,

as applicable.

"**Failure to Pay**" means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure provided that, if an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

"**Fallback Settlement Method**" means the fallback settlement method specified (or deemed specified) in the applicable Pricing Supplement.

"**Fallback Settlement Method Event**" means any one or more of the following:

(a) an Auction Cancellation Date or, in the case of a Restructuring Credit Event in respect of which the Movement Option was exercised on or prior to the Movement Option Cut-off Date, a Parallel Auction Cancellation Date occurs;

(b) a No Auction Announcement Date occurs (and, in circumstances where such No Auction Announcement Date occurs pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the Bank has not exercised the Movement Option);

(c) a DC Credit Event Question Dismissal occurs; or

(d) a Credit Event Determination Date was determined pursuant to sub-paragraph (a) of the definition of "Credit Event Determination Date" or paragraph (a) of the definition of Non-Standard Credit Event Determination Date and no Credit Event Resolution Request Date has occurred in respect of the relevant Credit Event on or prior to the date falling three Business Days after such Credit Event Determination Date.

"**Final List**" has the meaning given to that term in the DC Rules.

"**Final Price**" means:

(a) (i) if there is more than one Valuation Obligation, the weighted average of the prices of each such Valuation Obligation, each expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable; or

(ii) otherwise, the price of the relevant Valuation Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable,

in either case determined in accordance with the Valuation Method specified in the applicable Pricing Supplement or, where applicable, paragraph 8 (*Partial Cash Settlement*) above; or

(b) if Fixed Recovery is specified as applicable in the applicable Pricing Supplement, the percentage specified as such in the applicable Pricing Supplement (and, for the avoidance of doubt, no Valuation Date will arise for these purposes).

Notwithstanding the foregoing in paragraph (a) above and anything to the contrary herein (including, without limitation, that the Settlement Method is not Physical Settlement), if Asset Package Delivery is applicable and the Valuation Obligation is a Prior Deliverable Obligation or a Package Observable Bond, (i) all constituent parts of the related Asset Package may be treated as Valuation Obligation(s) in lieu of such Prior Deliverable Obligation or Package Observable Bond, and such Asset Package constituents shall be treated as having the same currency, aggregate Outstanding Principal Balance or aggregate Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which the Asset Package corresponds had immediately prior to the Asset Package Credit Event, (ii) if any such Asset Package constituent is zero, its price shall be deemed to be zero per cent. on the relevant Valuation Date(s) and (iii) if the Calculation Agent determines in its sole and absolute discretion that a price cannot reasonably be determined in accordance with the Valuation Method, then the price of the Asset Package constituents will be calculated by the Calculation Agent in its sole and absolute discretion, if applicable by reference to an appropriate specialist valuation, as equal to the fair market value of the Asset Package constituent, expressed as a percentage of the

relevant portion of the Outstanding Principal Balance or Due and Payable Amount, as applicable. In each case, the Final Price may not exceed 100 per cent and the Asset Package constituents may have different Valuation Dates.

"**First Reference Entity**" has the meaning given in the definition of Credit Event Determination Date.

"**Fixed Cap**" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"**Fixed Recovery Credit Linked Notes**" means Notes for which Fixed Recovery is specified in the applicable Pricing Supplement.

"**Full Quotation**" means, in accordance with the Quotation Method, each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

"**Fully Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of each such date as the Calculation Agent determines relevant in the context of the Notes, which dates may include any relevant dates for purposes of the Hedging Arrangements (if any). Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

"**Further Subordinated Obligation**" means, in respect of a Reference Entity, if the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"**Governmental Authority**" means

(a) any de facto or de jure government (or any agency, instrumentality, ministry or department thereof);

(b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;

(c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or

(d) any other authority which is analogous to any of the entities specified in paragraphs (a) to (c) above.

"**Governmental Intervention**" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(a) any event which would affect creditors' rights so as to cause:

(i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(iii) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

(iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;

(c) a mandatory cancellation, conversion or exchange; or

(d) any event which has an analogous effect to any of the events specified in paragraphs (a) to (c) above.

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

"**Grace Period**" means:

(a) subject to paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;

(b) if "Grace Period Extension" is specified as applicable in the applicable Pricing Supplement, a Potential Failure to Pay has occurred on or prior to the Maturity Date or relevant Interest Payment Date and the applicable grace period cannot, by its terms, expire on or prior to the Maturity Date or relevant Interest Payment Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the applicable Pricing Supplement or, if no period is specified in the applicable Pricing Supplement, 30 calendar days; and

(c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period

Business Days shall be deemed to apply to such Obligation; provided that, unless "Grace Period Extension" is specified as applying in the applicable Pricing Supplement, such deemed Grace Period shall expire no later than the Maturity Date or relevant Interest Payment Date.

"**Grace Period Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified (a) if the Obligation Currency is the euro, a day on which the TARGET2 System is open, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"**Grace Period Extension Date**" means, if:

(a) "Grace Period Extension" is specified as applicable in the applicable Pricing Supplement; and

(b) a Potential Failure to Pay occurs on or prior to the Maturity Date or relevant Interest Payment Date,

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable in the applicable Pricing Supplement, Grace Period Extension shall not apply.

"**Guarantee**" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"**Hedge Disruption Event**" means in the determination of the Calculation Agent any event (including, without limitation, any delay in the settlement of an Auction) as a result of which the Bank and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of the relevant Hedging Arrangements (if any).

"**Hedge Disruption Obligation**" means a Deliverable Obligation included in the Asset Amount which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

"**Hedging Arrangements**" means any underlying or related transaction(s), asset(s) or arrangements (which may include, without limitation, deposits and/or other funding arrangements and hedges in respect of any such funding arrangement) the Bank and/or any of its Affiliates may enter into or hold from time to time directly or indirectly in connection with issuing and performing its obligations with respect to the Notes.

"**Hedging Costs**" means, notwithstanding any provisions in the Conditions, in respect of the Early Redemption Amount, Optional Redemption Amount, Final Redemption Amount, Auction Cash Settlement Amount, Partial Cash Settlement Amount, Credit Event Redemption Amount, Credit Event Amount or any other amount specified in the applicable Pricing Supplement to be subject to adjustment for Hedging Costs (each a "**Relevant Redemption Amount**") or the Asset Amount, as the case may be (a) the Bank's losses, expenses and costs (if any), including any loss of bargain or cost of funding (in which case the Relevant Redemption Amount will be adjusted downward by its *pro rata* share of such losses, expenses and costs or the Asset Amount may be reduced as provided in paragraph 2 (*Physical Settlement*) above), provided that the Relevant Redemption Amount shall not be less than zero or (b) the Bank's gain in which case the Relevant Redemption Amount will be adjusted upward by its *pro rata* share of such gain or, as the case may be, a payment will be made by the Bank to the

Noteholder of such *pro rata* share of the gain in respect of the Asset Amount, as the case may be, in each case to the Bank and/or any Affiliate of unwinding, terminating, liquidating, adjusting, obtaining, replacing, settling or re-establishing any Hedging Arrangements (if any) (including but not limited to any options, currency and derivative trades or selling or otherwise realising any instruments of any type whatsoever which the Bank and/or any of its Affiliates may hold as part of such Hedging Arrangements (if any)), all as calculated by the Calculation Agent.

"**Intervening Period**" means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**Largest Asset Package**" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realisable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"**Latest Maturity Restructured Bond or Loan**" has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".

"**Limitation Date**" means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the "**2.5-year Limitation Date**"), 5 years, 7.5 years, 10 years (the "**10-year Limitation Date**"), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention, unless the applicable Pricing Supplement specifies otherwise.

"**Liquidated Value**" means, with respect to a Deliverable Obligation and a Delivery Date, the proceeds that might be realised by the Bank (net of any realisation costs) in respect of the sale of such Deliverable Obligation as of the Delivery Date on the basis of the following:

(a) if more than one Full Quotation (for which purpose any reference to "Reference Obligation" in the definition thereof shall be deemed to be a reference to "Deliverable Obligation") are obtained, the highest of such Full Quotations;

(b) if only one Full Quotation is obtained, such Full Quotation;

(c) if only a Weighted Average Quotation is obtained, such Weighted Average Quotation;

(d) if neither a Full Quotation nor a Weighted Average Quotation is obtained, subject to where the Quotation is deemed to be zero, an amount as determined by the Calculation Agent on the next Business Day on which at least one Full Quotation or a Weighted Average Quotation is obtained; or

(e) if the Quotations are deemed to be zero, the Liquidated Value shall be determined by the Calculation Agent as the realisable value, if any, of the relevant Deliverable Obligation as of the Delivery Date.

"**M(M)R Restructuring**" means a Restructuring Credit Event in respect of which either Mod R or Mod Mod R is specified as applicable in the applicable Pricing Supplement.

"**Market Value**" means, with respect to the Valuation Obligation, on a Valuation Date:

(a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;

(d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;

(e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of "Quotation", an amount the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and

(f) if the Quotations are deemed to be zero, the Market Value shall be zero.

"**Minimum Quotation Amount**" means the amount specified as such in the applicable Pricing Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) U.S.$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

"**Modified Eligible Transferee**" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"**Modified Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Maturity Date.

Subject to the foregoing, if the Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Maturity Date.

In connection with the above, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"**Movement Option**" means, with respect to an M(M)R Restructuring for which a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Bank to apply to the Notes, for purposes of Settlement, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could apply in respect of the Reference Transaction (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). The Bank shall be deemed to have exercised such option if the Calculation Agent delivers an effective Notice to Exercise Movement Option to the Bank on or prior to the Movement Option Cut-off Date. If the Calculation Agent does not deliver an effective Notice to Exercise Movement Option on or prior to the Movement Option Cut-off Date, the Fallback Settlement Method shall apply.

"**Movement Option Cut-off Date**" means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"**Next Currency Fixing Time**" means 4:00 p.m. (London time) on the London Business Day immediately following the date on which the Physical Settlement Notice or relevant Physical Settlement Amendment Notice or relevant Partial Cash Settlement Notice, as applicable, is effective. For these purposes, "**London Business Day**" means a day on which banks and foreign exchange markets are generally open to settle payments in London.

"**No Auction Announcement Date**" means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

(a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;

(b) following the occurrence of an M(M)R Restructuring no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary in circumstances where either:

    (i) no Parallel Auction will be held; or

    (ii) one or more Parallel Auctions will be held.

"**Non-Conforming Reference Obligation**" means a Reference Obligation which is not a Conforming Reference Obligation.

"**Non-Conforming Substitute Reference Obligation**" means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"**Non-Financial Instrument**" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"**Non-Standard Credit Event Determination Date**" means with respect to a Credit Event:

(a) subject to paragraph (b) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(b) notwithstanding paragraph (a) of this definition, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:

(i) the Credit Event Resolution Request Date, if either:

(A) (1) "Auction Settlement" is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or

(B) (1) the relevant Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered to Noteholders in accordance with the Conditions and is effective on or prior to the Non-Standard Exercise Cut-off Date, or

(ii) the first date on which a Credit Event Notice is delivered and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if either:

(A) (1) "Auction Settlement" is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; or

(B) the Calculation Agent determines this is otherwise consistent with the Hedging Arrangements (if any); or

(c) if the applicable Pricing Supplement specifies any references to any determinations or resolutions made by the Credit Derivatives Determinations Committee and any terms or provisions relating thereto do not apply, the first date on which an effective Credit Event Notice has been delivered by the Calculation Agent during the Notice Delivery Period,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date or the Calculation Agent determines this is otherwise consistent with the Hedging Arrangements (if any).

"**Non-Standard Exercise Cut-off Date**" means, with respect to a Credit Event to which paragraph (a) of the definition of Credit Event Determination Date does not apply:

(a) if such Credit Event is not an M(M)R Restructuring, either:

(i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;

(ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or

(iii) the date that is fourteen calendar days following the No Auction Announcement Date, if any,

as applicable; or

(b) if such Credit Event is an M(M)R Restructuring and:

(i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

(ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date.

"**Non-Standard Reference Obligation**" means, in respect of the Reference Entity, the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"**Non-Transferable Instrument**" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"**Notice Delivery Date**" means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the applicable Pricing Supplement, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent.

"**Notice Delivery Period**" means the period from and including the Trade Date to and including the date that is 21 calendar days after the Extension Date.

"**Notice to Exercise Movement Option**" means, in relation to Auction Settled Notes for which (a) an M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable pursuant to paragraph (b) of the definition of "Fallback Settlement Method Event", a notice from the Calculation Agent to the Bank that (i) specifies the Parallel Auction Settlement Terms applicable with respect to such Auction Settled Notes in accordance with the definition of "Movement Option" and (ii) is effective on or prior to the Movement Option Cut-off Date.

"**Notice of Publicly Available Information**" means a notice from the Calculation Agent to the Bank (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail of the relevant Publicly Available Information. Unless "Notice of Publicly Available Information" is specified as not applying in the applicable Pricing Supplement, if a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in paragraph 16 (*Calculation Agent Notices, certain provisions relating to timing and payment timing and non-exclusive use of certain provisions hereof*).

"**Obligation**" means:

(a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in sub-paragraph (c)(A) (*Method for Determining Obligations*) below and;

(b) the Reference Obligation,

in each case unless it is an Excluded Obligation, and

(c) any Additional Obligation of a Reference Entity specified as such in the applicable Pricing Supplement.

(A) Method for Determining Obligations. For the purpose of paragraph (a) of this definition of "Obligation", the term "Obligation" may be defined as each obligation of the Reference Entity described by the Obligation Category specified in the applicable Pricing Supplement, and having each of the Obligation Characteristics (if any) specified in the applicable Pricing Supplement, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

(1) "**Obligation Category**" means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Pricing Supplement, where:

(i) "**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;

(ii) "**Borrowed Money**" means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);

(iii) "**Reference Obligations Only**" means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only;

(iv) "Bond" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;

(v) "Loan" means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and

(vi) "Bond or Loan" means any obligation that is either a Bond or a Loan.

(2) "**Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the applicable Pricing Supplement, where:

(i) "**Not Subordinated**" means an obligation that is not Subordinated to (1) the Reference Obligation or, (2) the Prior Reference Obligation, if applicable;

(ii) "**Subordination**" means, with respect to an obligation (the "**Second Obligation**") and another obligation of the Reference Entity to which such obligation is being compared (the "**First Obligation**"), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation

of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date;

(iii) "**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation applicable to the Notes, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the applicable Pricing Supplement as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;

(iv) "**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in the applicable Pricing Supplement (or, if "Specified Currency" is specified in the applicable Pricing Supplement and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

(v) "**Not Sovereign Lender**" means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";

(vi) "**Not Domestic Currency**" means any obligation that is payable in any currency other than the applicable Domestic Currency provided that a Standard Specified Currency shall not constitute a Domestic Currency;

(vii) "**Not Domestic Law**" means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;

(viii) "**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

(ix) "**Not Domestic Issuance**" means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

(B) Interpretation of Provisions.

(1) If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the applicable Pricing Supplement, the applicable Pricing Supplement shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

(2) In the event that an Obligation is a Relevant Guarantee, the following will apply:

(i) for the purposes of the application of the Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

(ii) for the purposes of the application of the Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics, if any, specified in the applicable Pricing Supplement from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";

(iii) for the purposes of the application of the Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics, if any, specified in the applicable Pricing Supplement from the following list: "Listed", and "Not Domestic Issuance", and

(iv) for the purposes of the application of the Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(3) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the applicable Pricing Supplement, if an obligation would otherwise satisfy a particular Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic.

"**Obligation Acceleration**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Obligation Currency**" means the currency or currencies in which an Obligation is denominated.

"**Obligation Default**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

"**Original Non-Standard Reference Obligation**" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the applicable Pricing Supplement (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the relevant Notes (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless the relevant Notes are Reference Obligation Only Notes.

"**Outstanding Amount**" has the meaning given in paragraph 2 (*Physical Settlement*) above.

"**Outstanding Principal Balance**" means the outstanding principal balance of an obligation which will be calculated as follows:

(a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (ii) the amount of the Fixed Cap, if any);

(b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (A) payment or (B) a Permitted Contingency) (the amount determined in

accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the "**Non-Contingent Amount**"); and

(c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

(i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and

(ii) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

"**Package Observable Bond**" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at *www.isda.org* from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within paragraphs (a) or (b) of the definition of Deliverable Obligation, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"**Parallel Auction**" means "Auction" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Cancellation Date**" means "Auction Cancellation Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Terms**" means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which (i) the Deliverable Obligation Terms are the same as the Reference Transaction and (ii) the Reference Transaction would not be an Auction Covered Transaction provided that if no such Credit Derivatives Auction Settlement Terms are published, the Calculation Agent may select in its sole and absolute discretion the applicable Credit Derivatives Auction Settlement Terms.

"**Parallel Notice of Physical Settlement Date**" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Payment Requirement**" means the amount specified as such in the applicable Pricing Supplement or its equivalent in the relevant Obligation Currency or, if no such amount is so specified, U.S.$1,000,000 or its equivalent, as calculated by the Calculation Agent in the relevant Obligation Currency, in either case as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable, as calculated by the Calculation Agent.

"**Permissible Deliverable Obligations**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

"**Permitted Contingency**" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

(i) as a result of the application of:

(a) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;

(b) provisions implementing the Subordination of the obligation;

(c) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

(d) if "Subordinated European Insurance Terms" are specified as applicable in the applicable Pricing Supplement, any Solvency Capital Provisions; or

(e) if "Financial Reference Entity Terms" are specified as applicable in the applicable Pricing Supplement, provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention; or

(ii) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"**Permitted Transfer**" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"**Physical Settlement Date**" means the last day of the longest Physical Settlement Period following the PSN Cut-off Date (the "**Scheduled Physical Settlement Date**"), provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Physical Settlement Date, the Physical Settlement Date shall be the earlier of (a) the second Business Day following the date on which no Hedge Disruption Event exists and (b) the day falling 60 Business Days following the Scheduled Physical Settlement Date.

"**Physical Settlement Matrix**" means the "Credit Derivatives Physical Settlement Matrix" as most recently amended or supplemented as at the Trade Date (unless otherwise specified in the applicable Pricing Supplement) and as published by ISDA on its website at *www.isda.org* from time to time (or any successor website thereto).

"**Physical Settlement Notice**" has the meaning given in paragraph 2 *(Physical Settlement)* above.

"**Physical Settlement Period**" means, subject to paragraph 13 (*Settlement Suspension*) above, the number of Business Days specified as such in the applicable Pricing Supplement or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Physical Settlement Notice or the Physical Settlement Amendment Notice, as applicable, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent provided that if the Bank has notified

the Noteholders in accordance with the Conditions that it will Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be 35 Business Days.

"**Physically Settled Notes**" means Notes in respect of which "Physical Settlement" is specified as the applicable Settlement Method in the applicable Pricing Supplement or where Physical Settlement is the Fallback Settlement Method and a Fallback Settlement Method Event has occurred.

"**Post Dismissal Additional Period**" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is 21 calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).

"**Potential Credit Event**" means:

(a) a Potential Failure to Pay (if Failure to Pay is an applicable Credit Event in respect of the Reference Entity),

(b) a Potential Repudiation/Moratorium (if Repudiation/Moratorium is an applicable Credit Event in respect of the Reference Entity); or

(c) if a notice is delivered to the DC Secretary as referred to in the definition of DC Credit Event Question and the relevant Credit Derivatives Determinations Committee has not made its determination.

A Credit Derivatives Determinations Committee and the Calculation Agent may each determine whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred.

"**Potential Failure to Pay**" means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

"**Potential Repudiation/Moratorium**" means the occurrence of an event described in paragraph (a) of the definition of "Repudiation/Moratorium".

"**Prior Deliverable Obligation**" means:

(a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraphs (a) or (b) of the definition of Deliverable Obligation above, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

(b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"**Prohibited Action**" means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"**Private-side Loan**" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**PSN Cut-off Date**" means subject, where applicable, to paragraph 13 (*Settlement Suspension*) above:

(a) subject to paragraph (b) below, the later of:

(i) the thirtieth calendar day after the Credit Event Determination Date; and

(ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date); or

(b) if, in accordance with the terms of paragraph 1(ii)(B) above, paragraph 2 (*Physical Settlement*) above applies as a result of the occurrence of (a) an Auction Cancellation Date or (b) a No Auction Announcement Date and, in circumstances where such No Auction Announcement Date occurs pursuant to section (b) or (c)(ii) of the definition of No Auction Announcement Date, the Bank has not exercised the Movement Option and:

(i) the relevant Credit Event is not an M(M)R Restructuring, the later of:

(A) the date determined pursuant to paragraph (a)(i) above; and

(B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraphs (a) or (c)(i) of the definition of No Auction Announcement Date above, as applicable; or

(ii) the relevant Credit Event is an M(M)R Restructuring either:

(A) the later of:

(1) the date determined pursuant to paragraph (a)(i) above; and

(2) the thirtieth calendar day after:

(x) a No Auction Announcement Date occurring pursuant to paragraph (a) of the definition of No Auction Announcement Date above, if any;

(y) a No Auction Announcement Date occurring pursuant to paragraph (c)(i) of the definition of No Auction Announcement Date above, if any; or

(z) the Auction Cancellation Date, if any, as applicable; or

(B) the later of the Parallel Notice of Physical Settlement Date (or, if more than one Parallel Notice of Physical Settlement Date should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:

(1) a No Auction Announcement Date occurs pursuant to paragraph (b) of the definition of No Auction Announcement Date above and the Bank has not exercised the Movement Option; or

(2) a No Auction Announcement Date occurs pursuant to paragraph (c) (ii) of the definition of No Auction Announcement Date above and the Bank has not exercised the Movement Option,

provided that in the case of paragraphs (a)(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in paragraph (a)(i) above.

"**PSN Effective Date**" means the date on which an effective Calculation Agent Physical Settlement Notice or Calculation Agent Physical Settlement Amendment Notice, as the case may be, is delivered to the Bank.

"**Public Source**" means each source of Publicly Available Information specified as such in the applicable Pricing Supplement or if no such source is specified in the applicable Pricing Supplement, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources.

"**Publicly Available Information**" means:

(a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice has occurred and which:

(i) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);

(ii) is information received from or published by (A) the Reference Entity or (if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank of such Sovereign) or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(iii) is information contained in any order, decree, notice, petition or filing however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.

provided that where any information of the type described in paragraphs (ii) or (iii) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraphs (a)(ii) and (iii) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to third parties.

(b) Publicly Available Information need not state (i) in relation to the determination of any Downstream Affiliate, the percentage of Voting Shares owned, by the Reference Entity and (ii) that the relevant occurrence:

(i) has met the Payment Requirement or Default Requirement;

(ii) is the result of exceeding any applicable Grace Period; or

(iii) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in paragraphs (a) and (b) of the definition of Repudiation/Moratorium below.

"**Qualifying Affiliate Guarantee**" means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

"**Qualifying Guarantee**" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

(a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or

(b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:

(i) by payment;

(ii) by way of Permitted Transfer;

(iii) by operation of law;

(iv) due to the existence of a Fixed Cap; or

(v) due to:

(A) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the applicable Pricing Supplement; or

(B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the applicable Pricing Supplement.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy above in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

(1) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and

(2) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

"**Qualifying Participation Seller**" means any participation seller that meets the requirements specified in the applicable Pricing Supplement. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"**Quantum of the Claim**" means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

"**Quotation**" means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of the Valuation Obligation's Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be zero.

"**Quotation Amount**" means the amount specified as such in the applicable Pricing Supplement (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Pricing Supplement, the Calculation Amount (where paragraph (a) of the definition of "Valuation Obligation" applies) or the amount specified in the Valuation Obligation Notification (where paragraph (b) of the definition of "Valuation Obligation" applies) (or, in any such case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

"**Quotation Dealer**" means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained, including each Quotation Dealer specified in the applicable Pricing Supplement. If no Quotation Dealer(s) are specified in the applicable Pricing Supplement, the Calculation Agent shall select the Quotation Dealers. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

"**Quotation Method**" means the applicable Quotation Method specified in the applicable Pricing Supplement by reference to one of the following terms:

(a) "**Bid**" means that only bid quotations shall be requested from Quotation Dealers;

(b) "**Offer**" means that only offer quotations shall be requested from Quotation Dealers; or

(c) "**Mid-market**" means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for the purposes of determining a relevant Quotation Dealer's quotation.

If a Quotation Method is not specified in the applicable Pricing Supplement, Bid shall apply.

"**Reference Entity**" means the entity specified as such in the applicable Pricing Supplement and any Successor. Any Successor to the Reference Entity either (a) identified pursuant to the definition of "Successor" on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Notes and the Calculation Agent shall make such amendments and/or

adjustments to the terms of the Terms and Conditions as it determines appropriate to reflect this, including as set out under the definition of "Successor".

"**Reference Entity Notional Amount**" means the notional amount in respect of each Reference Entity as specified in the applicable Pricing Supplement.

"**Reference Obligation**" means the Standard Reference Obligation, if any, unless:

(a) "Standard Reference Obligation" is specified as not applicable in the applicable Pricing Supplement, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or

(b) (i) "Standard Reference Obligation" is specified as applicable in the applicable Pricing Supplement (or no election is specified in the Pricing Supplement), (ii) as of the Trade Date, there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the applicable Pricing Supplement, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List (an "**SRO Removal Event**") or the Standard Reference Obligation published would not have been eligible to be selected as a Substitute Reference Obligation, such obligation shall not be the Reference Obligation and, unless and until a new Standard Reference Obligation which is so eligible is published, the Reference Obligation shall be any Deliverable Obligation selected by the Bank from time to time with the same level of seniority as the relevant Seniority Level (which, for the avoidance of doubt, may be the lowest value Deliverable Obligation available at the relevant time). If an SRO Removal Event has occurred or the Standard Reference Obligation published would not have been eligible to be selected as a Substitute Reference Obligation and the Bank determines that no such Deliverable Obligation is available, then notwithstanding the fact that the Standard Reference Obligation may have ceased to be the Reference Obligation, the Bank may attempt to identify a Deliverable Obligation to be the Reference Obligation. The provisions of this definition may be applied by the Bank on more than one occasion and are without prejudice to the right of the Calculation Agent to determine a Substitute Reference Obligation.

"**Reference Obligation Only Notes**" means any Notes in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category in the applicable Pricing Supplement and (b) "Standard Reference Obligation" is specified as not applicable in the applicable Pricing Supplement.

"**Reference Transaction**" means a hypothetical credit derivative transaction:

(a) for which the Deliverable Obligation Category and Deliverable Obligation Characteristics are (i) the same as in respect of the Credit Linked Notes (if such Deliverable Obligation Category and Deliverable Obligation Characteristics are specified in the applicable Pricing Supplement) or (ii) if and to the extent the Deliverable Obligation Category and Deliverable Obligation Characteristics are not specified, the Deliverable Obligation Category and Deliverable Obligation Characteristics determined by the Calculation Agent to be appropriate in respect of a credit derivative transaction linked to the relevant Reference Entity;

(b) with a scheduled termination date matching the Maturity Date of the Credit Linked Notes; and

otherwise having such other and/or different characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, the Hedging Arrangements (if any) and/or any credit derivative elections made in relation to the Credit Linked Notes.

"**Relevant City Business Day**" has the meaning given to that term in the DC Rules.

"**Relevant Final Amount**" means:

(a) in respect of Notes other than Linear Basket Credit Linked Notes, the Final Redemption Amount; or

(b) in respect of Linear Basket Credit Linked Notes, the Final Redemption Amount or if any Credit Event Determination Date has occurred in respect of any Reference Entity, a Note's *pro rata* share of the Adjusted Credit Outstanding Nominal Amount on the due date for redemption.

"**Relevant Guarantee**" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the applicable Pricing Supplement, a Qualifying Guarantee.

"**Relevant Holder**" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Physical Settlement Notice or Physical Settlement Amendment Notice, as applicable.

"**Relevant Obligations**" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

(a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;

(b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor below, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;

(c) if "Financial Reference Entity Terms" is specified as applicable in the applicable Pricing Supplement and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

(d) if "Financial Reference Entity Terms" is specified as applicable in the applicable Pricing Supplement, and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, Relevant Obligations shall exclude Senior Obligations and any Further

Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

"**Replacement Deliverable Obligation**" has the meaning given to that term in paragraph 2 (*Physical Settlement*).

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market and at the relevant time, which amount will be determined by the Calculation Agent.

"**Repudiation/Moratorium**" means the occurrence of both of the following events:

(a) an authorised officer of the Reference Entity or a Governmental Authority:

(i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or

(ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto or de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and

(b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" means, if a Potential Repudiation/Moratorium occurs on or prior to the Maturity Date or relevant Interest Payment Date, (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Maturity Date unless the Repudiation/Moratorium Extension Condition is satisfied.

"**Repudiation/Moratorium Extension Condition**" is satisfied:

(a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is 21 calendar days after the Maturity Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Maturity Date; or

(b) otherwise, by the delivery by the Calculation Agent to the Bank of a Repudiation/Moratorium Extension Notice and unless "Notice of Publicly Available Information is specified as not applicable in the applicable Pricing Supplement, a Notice of Publicly Available Information by

the Calculation Agent to the Bank that are each effective on or prior to the date that is 21 calendar days after the Maturity Date,

provided that the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the relevant Reference Entity or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Maturity Date).

"**Repudiation/Moratorium Extension Notice**" means a notice from the Calculation Agent to the Bank (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or prior to the Maturity Date). A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

"**Resolve**" has the meaning given to that term in the DC Rules, and "**Resolved**" and "**Resolves**" shall be interpreted accordingly.

"**Restructured Bond or Loan**" means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

"**Restructuring**" means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all the holders of the Obligation, or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

(a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);;

(c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium;

(d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(e) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned

currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

(A) the payment in euro of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(B) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

(C) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a) to (e) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(D) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a) to (e) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of paragraph (e) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of this definition of Restructuring and paragraph 10 (*Provisions relating to Multiple Holder Obligation*) above, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the definition of Restructuring (other than in paragraphs (A) to (D) of this definition of Restructuring) and the definition of Subordination shall be deemed to refer to the Underlying Obligor and the references to the Reference Entity in paragraphs (A) to (D) of this definition of Restructuring shall continue to be deemed to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under paragraphs (a) to (e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"**Restructuring Date**" means, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Maturity Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "**Latest Maturity Restructured Bond or Loan**") and the Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan. For these purposes, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"**Revised Currency Rate**" means, with respect to a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time or (b) if such rate is not available at such time, by the Calculation Agent.

"**Seniority Level**" means, with respect to an obligation of the Reference Entity:

(a) "Senior Level" or "Subordinated Level" as specified in the applicable Pricing Supplement, or

(b) if no such seniority level is specified in the applicable Pricing Supplement, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which

(c) "Senior Level".

"**Senior Obligation**" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

"**Settlement Method**" means the settlement method specified as such in paragraph 21 (*Credit-Linked Note Provisions*) of the applicable Pricing Supplement.

"**Settlement Currency**" means the currency specified as such in the applicable Pricing Supplement, or if no currency is specified in the applicable Pricing Supplement, the Specified Currency of the Notes.

"**Solvency Capital Provisions**" means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

"**Sovereign Restructured Deliverable Obligation**" means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the Credit Event Notice or DC Credit Event Announcement has

occurred and (b) which fell within paragraph (a) of the definition of "Deliverable Obligation" above, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Sovereign Succession Event**" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or, other similar event.

"**Specified Number**" means the number of Public Source(s) specified in the applicable Pricing Supplement, or if no such number is specified in the applicable Pricing Supplement, two.

"**SRO List**" means the list of Standard Reference Obligations as published by ISDA on its website at *www.isda.org* from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"**Standard Reference Obligation**" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

"**Standard Specified Currency**" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"**Steps Plan**" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"**Subordinated Obligation**" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

"**Substitute Reference Obligation**" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non- Standard Reference Obligation, determined by the Calculation Agent as follows:

(a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

(b) If any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii)). If the event set forth in paragraph (b)(i) of the definition of Substitution Event below has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified

or, if earlier, until any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event below occur with respect to such Non-Standard Reference Obligation.

(c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:

(i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);

(ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

(iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:

(1) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

(2) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above;

(B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non- Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

(1) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

(2) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

(3) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

(4) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or

(C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

(1) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

(2) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or

if no such obligation is available,

(3) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

(4) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above.

(d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Bank under the Notes as determined by the Calculation Agent. The Calculation Agent will notify the Noteholders in accordance with the Conditions of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.

(e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

(f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Notes that are Reference Obligation Only Notes.

"**Substitution Date**" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Bank of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation above.

"**Substitution Event**" means, with respect to the Non-Standard Reference Obligation:

(a) the Non-Standard Reference Obligation is redeemed in whole; or

(b) provided that the Notes to which the Non-Standard Reference Obligation relates are not Reference Obligation Only Notes:

(i) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

(ii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier

will not, in and of itself, constitute a Substitution Event. If an event described in paragraphs (a) or (b)(i) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraphs (a) or (b)(i) above as the case may be, on the Trade Date.

"**Substitution Event Date**" means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

"**Succession Date**" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor below would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of a Credit Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

"**Successor**" means:

(a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:

(i) subject to paragraph (vii), if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to 75 per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;

(ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor;

(iii) if more than one entity each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor, and the Calculation Agent shall adjust such of these Credit-Linked Note Provisions and/or the provisions of the applicable Pricing Supplement as it shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment;

(iv) if one or more entities each succeeds, either directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor, and the Calculation Agent shall adjust such of these Credit-Linked Note Provisions and/or the provisions of the applicable Pricing Supplement as it shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment;

(v) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;

(vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations each such entity will be a Successor and the Calculation Agent shall adjust such of these Credit-Linked Note Provisions and/or the provisions of the applicable Pricing Supplement as it shall determine to be appropriate to reflect that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment); and

(vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the Universal Successor) will be the sole Successor; and

(b) an entity may only be a Successor if:

(i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January, 2014;

(ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under paragraph (a) above, provided that the Calculation Agent will not make any such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent will make all calculations and determinations required to be made under this definition of Successor on the basis of Eligible Information and will notify the parties of any such calculation or determination as soon as practicable. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) above, if there is a Steps Plan, the

Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

For the purposes of this definition of "**Successor**", "**succeed**" means, with respect to the Reference Entity and its Relevant Obligations that an entity other than the Reference Entity (1) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (2) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans as applicable. For purposes of this definition of "Successor", "succeeded" and "succession" shall be construed accordingly. In the case of an exchange offer, the determinations required pursuant to paragraph (a) of this definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

Where pursuant to paragraph (a)(iii) or (iv) or (vi) above, more than one Successor has been identified, the Calculation Agent shall adjust such terms of the Credit-Linked Note Provisions as it determines appropriate to reflect the fact that the relevant Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be entitled but not obliged to make such adjustments in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Notes under the provisions of the 2014 ISDA Credit Derivatives Definitions. Such adjustments may but do not have to include, without limitation, (A) a reallocation of the nominal amount of the Notes relating to the relevant Reference Entity to each relevant Successor and consequential changes in all related payment and other terms or (B) the issuance by the Bank of one or more series of new securities in addition to or as a replacement for the Notes in order to reflect the further Successor(s). In the case of (B) the Bank shall be entitled to decrease the Aggregate Nominal Amount of the Notes and select appropriate aggregate nominal amounts for each such further series of Notes consistent with any adjustment to and/or division of any credit derivative transaction(s) related to the original Reference Entity. Any such further series shall otherwise be on such terms as the Calculation Agent may determine appropriate to reflect there being more than one Successor with the aim of passing on to Noteholders the economic effect of such event. Upon making such adjustment, the Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with the Conditions, stating the adjustment to these Credit-Linked Note Provisions and/or the applicable Pricing Supplement and giving brief details of the relevant Successor event.

Notwithstanding the provisions above and sub-paragraph (b) of the definition of Reference Entity, where one or more Reference Entities (each an "**Affected Reference Entity**") and/or the Bank would,

but for this provision, be identified as a Successor to another Reference Entity pursuant to the above provisions and at least one other entity which is not a Reference Entity or the Bank is also identified as a Successor for the purposes of any succession, each Affected Reference Entity and/or the Bank, as applicable, shall not be regarded as a "**Successor**" for the purposes of the Notes. Where pursuant to the provisions above or sub-paragraph (b) of the definition of Reference Entity one or more Reference Entities (each an "Affected Reference Entity") and/or the Bank would, but for this provision, be identified as a Successor to another Reference Entity pursuant to the above provisions but no other entities (that are not Reference Entities or the Bank) are identified as a Successor in respect of the relevant succession, each Affected Reference Entity and/or the Bank, as applicable, shall not be regarded as a "Successor" for the purposes of the Notes and, in respect of each Affected Reference Entity or the Bank, as applicable, the Calculation Agent shall use reasonable endeavours to (a) select an Alternative Reference Entity to be the Successor in respect of the relevant succession and (b) select an Alternative Reference Obligation to be the Reference Obligation in respect of such Alternative Reference Entity after the relevant succession and the Calculation Agent may make such adjustments to the Conditions and/or the Pricing Supplement as it determines to be necessary or desirable to reflect such Alternative Reference Entity and Alternative Reference Obligation. If the Calculation Agent is unable to select an Alternative Reference Entity or an Alternative Reference Obligation, then: (i) no Successor shall be appointed; (ii) the Affected Reference Entity to which the relevant succession relates shall be deemed to have ceased to be a Reference Entity; (iii) that portion of any interest payable which is referable to the purchase of credit protection purchased by the Bank under the Notes in respect of the Affected Reference Entity shall be reduced accordingly as determined by the Calculation Agent; and (iv) the Calculation Agent may make such adjustments to the Conditions and/or the Pricing Supplement to account for the Successor Associated Costs, which may include, without limitation, reducing the Final Redemption Amount, Credit Event Redemption Amount, Auction Cash Settlement Amount or the Asset Amount (as the case may be) by an amount equal to the Successor Associated Costs, in each case with effect from the date determined by the Calculation Agent to be the relevant Succession Date.

Where:

"**Alternative Reference Entity**" means an entity which satisfies both the Industry Requirement (other than in the case of a Sovereign) and the Spread Requirement as determined by the Calculation Agent;

"**Alternative Reference Obligation**" means any obligation of the Alternative Reference Entity selected by the Calculation Agent which, as far as practicable, in the determination of the Calculation Agent is substantially similar in economic terms to the relevant Reference Obligation of the Reference Entity for which a Successor falls to be determined pursuant to this definition of "Successor". An Alternative Reference Obligation may or may not be the applicable Standard Reference Obligation for the Alternative Reference Entity;

"**Industry Requirement**" means an entity that is in the same industry group as the Reference Entity for which a Successor falls to be determined pursuant to this definition of "Successor", as determined by the Calculation Agent by reference to such source(s) as it determines appropriate, including any international market data sources;

"Spread" means the bid-side quotation obtained by the Calculation Agent from such leading dealer in the credit default swap market selected by the Calculation Agent for a credit default swap in respect of the relevant entity with a credit protection period commencing on the date determined by the Calculation Agent to be the date of the relevant Succession Date and ending on the Maturity Date and

with the Reference Obligation(s) specified in the Pricing Supplement or Alternative Reference Obligation(s), as applicable;

"**Spread Requirement**" means an entity that, as at the date of selection, has a Spread not greater than the Spread of the Reference Entity for which a Successor falls to be determined pursuant to this definition of "Successor", immediately prior to the relevant Succession Date as determined by the Calculation Agent; and

"**Successor Associated Costs**" means an amount per nominal amount of the Notes (which may not be less than zero) equal to such Notes' *pro rata* share of the total amount of any and all costs and losses associated with or incurred by the Bank and/or any Affiliate in connection with the Affected Reference Entity ceasing to be a Reference Entity, including, without limitation, any costs and losses associated with or incurred by the Bank and/or any Affiliate in connection with unwinding, substituting, re-establishing and/or incurring any funding relating to the Notes and/or any hedge positions (including without limitation, any derivative transaction) relating to the Notes, and any related costs due to costs or losses being incurred prior to the maturity or settlement of the Notes, all as determined by the Calculation Agent.

"**Successor Backstop Date**" means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Successor Notice**" means an irrevocable notice from the Calculation Agent to the Bank that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor above.

"**Successor Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Trade Date**" means the date specified as such in the applicable Pricing Supplement.

"**Transaction Auction Settlement Terms**" means the Credit Derivatives Auction Settlement Terms selected by the Calculation Agent in accordance with this provision. In relation to a Credit Event (and as set out in the definition of Credit Derivatives Auction Settlement Terms), the Credit Derivatives Determinations Committee may publish one or more form(s) of Credit Derivatives Auction Settlement

Terms on its website at *www.cdsdeterminationscommittees.org* (or any successor website thereto) and may amend such forms from time to time. Each such form of Credit Derivatives Auction Settlement Terms shall set out, inter alia, definitions of "Auction", "Auction Cancellation Date", "Auction Covered Transaction" and "Auction Final Price Determination Date" in relation to the relevant Credit Event. The Transaction Auction Settlement Terms for purposes of the Credit Linked Notes shall be the relevant form of Credit Derivatives Auction Settlement Terms for which the Reference Transaction would be an Auction Covered Transaction (as such term will be set out in the relevant Credit Derivatives Auction Settlement Terms). The Reference Transaction (as set out in the definition thereof) is a hypothetical credit derivative transaction included in these Credit-Linked Note Provisions principally for the purpose of selecting the Credit Derivatives Auction Settlement Terms appropriate to the Credit Linked Notes.

"**Undeliverable Obligation**" means a Deliverable Obligation included in the Asset Amount which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions but excluding the non-receipt of any requisite consents with respect to the Delivery of Consent Required Loans or Assignable Loans or non-delivery of an Asset Transfer Notice or any relevant information by a Noteholder) it is impossible or illegal to Deliver on the Physical Settlement Date.

"**Underlying Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor**" means with respect to an Underlying Obligation, the Bank in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"**Valuation Date**" means (a) where Partial Cash Settlement applies pursuant to paragraph 8 (*Partial Cash Settlement*), the second Business Day following the Final Delivery Date or otherwise (b) if "Single Valuation Date" is specified in the applicable Pricing Supplement subject to paragraph 13 (*Settlement Suspension*) above, the date that is the number of Business Days specified in the applicable Pricing Supplement after the Credit Event Determination Date or, if the number of Business Days is not so specified, a Business Day selected by the Calculation Agent that is not less than five (5) and not more than sixty (60) Business Days after the Credit Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Credit Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) or (c) following the occurrence of a Fallback Settlement Method Event in respect of Auction Settled Notes for which "Cash Settlement" is specified as the applicable Fallback Settlement Method in the applicable Pricing Supplement, one or more dates falling on or prior to the day falling (x) the number of Business Days specified in the applicable Pricing Supplement after the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any (as applicable) or the date of such other event giving rise to the Fallback Settlement Method Event or (y) if the number of Business Days is not so specified, a Business Day selected by the Calculation Agent (such applicable date, the "**Relevant Date**") that is not less than five (5) and not more than the Maximum Number of Business Days after the relevant date, or (d) if "Multiple Valuation Dates" is specified in the applicable Pricing Supplement, each of the following dates:

(i) subject to paragraph 13 (*Settlement Suspension*) above, (x) the date that is the number of Business Days specified in the applicable Pricing Supplement (or, if the number of Business Days is not specified, a Business Day selected by the Calculation Agent that is not less than five

and not more than sixty Business Days after the occurrence of a Credit Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Credit Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) or

(y) following the occurrence of a Fallback Settlement Method Event in respect of Auction Settled Notes for which "Cash Settlement" is specified as the applicable Fallback Settlement Method in the applicable Pricing Supplement, the date that is the number of Business Days specified in the applicable Pricing Supplement after the Auction Cancellation Date, if any, the relevant No Auction Announcement Date, if any, (as applicable) or the date of such other event giving rise to the Fallback Settlement Method Event or, if the number of Business Days is not so specified, a Business Day selected by the Calculation Agent that is not less than five (5) and not more than sixty (60) Business Days after the relevant date; and

(ii) each successive date that is the number of Business Days specified in the applicable Pricing Supplement (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

As used above, "**Maximum Number of Business Days**" means 60 Business Days or such longer period within which the Bank determines that it or any relevant Affiliate may receive any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) in relation to the settlement of any Hedging Arrangements in connection with the relevant Credit Event.

When "Multiple Valuation Dates" is specified in the applicable Pricing Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Pricing Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Pricing Supplement, Single Valuation Date shall apply.

"**Valuation Method**":

(a) The following Valuation Methods may be specified in the applicable Pricing Supplement with only one Valuation Date:

(i) **"Market"** means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or

(ii) **"Highest"** means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

(b) If no such Valuation Method is specified in the applicable Pricing Supplement, the Valuation Method shall be Highest.

(c) The following Valuation Methods may be specified in the applicable Pricing Supplement with more than one Valuation Date:

(i) **"Average Market"** means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or

(ii) **"Highest"** means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

(iii) **"Average Highest"** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

(d) If no such Valuation Method is specified in the applicable Pricing Supplement, the Valuation Method shall be Average Highest.

Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Calculation Agent may at its option determine that the Valuation Method shall be Market or Average Market, as the case may be.

"**Valuation Obligation**" means (a) the Reference Obligation or (b) if the Bank determines appropriate by reference to its Hedging Arrangements in respect of the Notes, any Deliverable Obligation(s) of the Reference Entity. For the purposes of (b), the Calculation Agent will select the relevant Deliverable Obligation(s) determined in accordance with the definition thereof and notify these to the Bank along with the related Quotation Amount(s) on or prior to the relevant Valuation Date (a "**Valuation Obligation Notification"**) provided that, for the purposes of the term "Deliverable Obligation" and related provisions, (i) all references to a PSN Effective Date or Delivery Date will be deemed to refer to the date of the Valuation Obligation Notification, (ii) no Physical Settlement or physical delivery of the Deliverable Obligations or any of the physical settlement procedures in paragraphs 2 (*Physical Settlement*), 7 (*Procedures for Physical Delivery*) or 8 (*Partial Cash Settlement*) will apply, (iii) any reference to a Physical Settlement Notice or Physical Settlement Amendment Notice will be deemed to refer to a Valuation Obligation Notification, and (iv) all relevant provisions will be treated and construed accordingly.

"**Valuation Time**" means the time specified as such in the applicable Pricing Supplement or, if no time is so specified, 11:00 a.m. in the principal trading market for the Valuation Obligation.

"**Voting Shares**" means those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

"**Weighted Average Quotation**" means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but of a size at least equal to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

USE OF PROCEEDS

Except as otherwise specified in the applicable Pricing Supplement, the net proceeds from each issue of Exempt Notes will be added to the general funds of the Bank. If, in respect of any issue of a specific Series of Notes, there is a particular identified use of proceeds (including in the case of Sustainable Bonds) this will be stated in the applicable Pricing Supplement.

SUSTAINABLE BOND FRAMEWORK

In September 2019, the Bank published a sustainability-linked financing framework (the "**Sustainable Financing Framework**"). The Sustainable Financing Framework aligns with the International Capital Markets Association's ("**ICMA**") 2018 Green Bond Principles, 2018 Social Bond Principles, 2018 Sustainability Bond Guidelines and the Loan Market Association's 2018 Green Loan Principles and may be updated from time to time as market practices evolves.

The Bank's Sustainable Financing Framework is available at: https://www.bmo.com/ir/files/F19%20Files/BMOSustainableFinancingFramework.pdf.

The Bank has appointed Sustainalytics to review the alignment of the Bank's Sustainable Financing Framework with industry practice. Sustainalytics has evaluated the Bank's Sustainability-Linked Financing Framework and has issued an independent opinion confirming its alignment with the Sustainability-Linked Bond Guidelines 2018, as administered by ICMA and the four core components of the Green Bond Principles 2018 and Social Bond Principles 2018. The independent opinion provided by Sustainalytics dated September 2019 is available for viewing on the Bank's website at: https://www.bmo.com/ir/files/F19%20Files/BMOSustainableFinancingFrameworkSecondPartyOpinion.pdf.

No assurance or representation is given by the Bank, the Arranger or any Dealer as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Bank) which may be made available in connection with the issue of any Notes issued as Sustainable Bonds or in respect of any sustainability framework and, in particular, with any sustainability criteria to fulfil any environmental, sustainability, social and/or other criteria.

For the avoidance of doubt, the Sustainable Financing Framework and any such opinion or certification are not, nor shall be deemed to be, incorporated in and/or form part of this Offering Circular. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Bank, the Dealers or any other person to buy, sell or hold any such Notes issued as Sustainable Bonds. Any such opinion or certification is only current as of the date that opinion was initially issued and the considerations and/or criteria which are the basis of such an opinion or certification can change at any time. The providers of such opinions or certifications are currently not subject to any specific regulatory or other regime or oversight. See "*Risk Factors - Notes issued as "sustainable bonds" may not be a suitable investment for all investors seeking exposure to sustainable, green, and/or social assets."*

Any websites included or referred to in this Offering Circular are for information purposes only and do not form part of this Offering Circular.

BANK OF MONTREAL

Name and Incorporation

Charter and Head Office

The Bank started business in Montréal in 1817 and was incorporated in 1821 by an Act of Lower Canada as the first Canadian chartered bank. Since 1871, the Bank has been a chartered bank under the Bank Act (Canada) (the "**Bank Act**"), and is named in Schedule I of the Bank Act. The Bank Act is the charter of the Bank and governs its operations.

The Bank's head office is 129 rue Saint Jacques, Montréal, Québec, Canada H2Y 1L6. Its executive offices are 100 King Street West, 1 First Canadian Place, Toronto, Ontario, Canada M5X 1A1.

Principal Activities and Markets

BMO Financial Group is a highly diversified financial services provider based in North America. The Bank offers a broad range of products and services directly and through Canadian and non-Canadian subsidiaries, offices, and branches. As at October 31, 2020, the Bank had more than 12 million customers and more than 43,000 full-time equivalent employees. The Bank has approximately 1,400 bank branches in Canada and the United States and more than 4,800 automated banking machines in Canada and the United States, and operates internationally in major financial markets and trading areas through its offices in a number of jurisdictions around the world. BMO Financial Corp. ("**BFC**") is based in Chicago and wholly owned by the Bank. BFC operates primarily through its subsidiary BMO Harris Bank N.A. ("**BHB**"), which provides banking, financing, investing, and cash management services in select markets in the United States. The Bank provides a full range of investment dealer services through entities, including BMO Nesbitt Burns Inc., a major fully integrated Canadian investment dealer, and BMO Capital Markets Corp., the Bank's wholly-owned registered securities dealer in the United States.

The Bank conducts business through three operating groups: Personal and Commercial Banking (**"P&C"**), made up of Canadian P&C and U.S. P&C; BMO Wealth Management; and BMO Capital Markets. In P&C, personal banking provides personal banking customers with financial products and services, including banking, lending, treasury management and everyday financial and investment advice through a network of branches, contact centres, digital banking platforms and automated teller machines. Commercial Banking serves clients across Canada and the U.S., and commercial bankers are trusted advisors and partners to clients, delivering sector and industry expertise, local presence and a full suite of commercial products and services. Canadian P&C operates across Canada, while U.S. P&C operates predominately in eight states (Illinois, Wisconsin, Missouri, Indiana, Minnesota, Kansas, Arizona and Florida) under the BMO Harris brand. In addition, the U.S. P&C commercial business provides targeted nationwide coverage for key specialty sectors and has offices in select regional markets. BMO Wealth Management serves a full range of clients from individuals and families to business owners and institutions. It offers a wide spectrum of asset, wealth management and insurance products and services aimed at helping clients plan, grow, protect and transition their wealth. The asset management business is focused on making a positive impact and delivering innovative client solutions. BMO Capital Markets is a North American based financial services provider offering a complete range of products and services to corporate, institutional and government clients. These include debt and equity capital-raising services to clients, as well as loan origination and syndication, balance sheet management solutions and treasury management services. The division also provides strategic advice on mergers and acquisitions, restructurings and recapitalizations, as well as valuation and fairness opinions. Corporate Services consists of Corporate Units and Technology and Operations (**"T&O"**). Corporate Units

provide enterprise-wide expertise, governance and support in a variety of areas, including strategic planning, risk management, finance, legal and regulatory compliance, human resources, communications, marketing, real estate and procurement. T&O develops, monitors, manages and maintains governance of information technology, including data and analytics, and also provides cyber security and operations services.

For additional information regarding the Bank's businesses, see pages 15, 20 and 34 to 53 of the 2020 MD&A, Note 25 to the 2020 Financial Statements and pages 19 to 28 of the Third Quarter 2021 MD&A, which are incorporated by reference herein.

Competition

Canada's financial services industry is highly competitive. It includes 36 domestic banks and 50 foreign bank subsidiaries, branches, and lending branches, as well as a multitude of trust companies, credit unions, online and full-service brokerages, investment dealers, life and property and casualty insurance companies, mutual fund dealers, and large monoline financial institutions, among others. The Bank competes with most of these companies in some form in its different businesses. However, the Bank's range of services compares to those of the other five major Canadian banks, and they are the Bank's direct competitors in almost all its businesses and markets in Canada. The Bank was the fourth largest chartered bank in Canada as measured by assets, equity, and market capitalization as at October 31, 2020. In North America, the Bank is the eighth largest bank by assets, eleventh largest by equity and by market capitalization as at October 31, 2020. The Bank is the second largest Canadian bank as measured by retail branches in Canada and the United States as at October 31, 2020.

The emergence and spread of the COVID-19 pandemic dealt a major shock to the Canadian and global economies in 2020. During the first half of the year, widespread lockdown measures resulted in the steepest and most synchronized global recession on record. Extraordinary policy support on the part of governments and central banks has helped to cushion the impact, but continuing economic impacts and rising caseloads are constraining the recovery. The impact that the pandemic will have on the economy, markets and the bank's business remains uncertain. The pandemic has added significant challenges to the personal and commercial businesses, in an already highly competitive and rapidly changing environment. It has also accelerated existing industry trends, including digital adoption across customer segments, a growing need for product innovation and downward pressure on fees'. Traditional competitors continue to invest in innovative technologies that allow them to serve customers in new ways and focus more effectively on the customer experience, while non-traditional competitors have continued to gain momentum and are deepening their connections with banks in order to enhance their products and build customer relationships.

Despite the uncertain market outlook, the wealth management industry remains attractive with good growth expected over the long term, as high net worth and retirement segments become increasingly significant. Despite severe market dislocation and volatility caused by the pandemic, as well as the low interest rate environment, the business continued to provide liquidity to clients and experienced particularly favourable conditions for trading activity. Notable achievements during 2020 include continued acceleration of deployment of digital technology to transform businesses, including digitization of operations, the expansion of international capabilities, heightened use of artificial intelligence (AI) in the new remote environment, and strengthened cloud partnerships to drive innovative technology capabilities in the areas of robotics and AI, will continue to enhance efficiencies and drive customer satisfaction. The pandemic has also heightened exposure in the cyber threat landscape, including a significant increase in phishing campaigns. BMO's Financial Crimes Unit (FCU) remains fully engaged across a number of security pillars (cyber, fraud, physical security and crisis management) and has been pivotal in implementing risk mitigation strategies in response to the increase in cyber threats during the pandemic. The Bank will continue to focus on improving customer

loyalty and monitor the competitive landscape in order to effectively price its products and services, while maintaining a prudent risk profile and a disciplined approach to expense management.

The six major banks play a prominent role in the Canadian banking system, each maintaining an extensive and evolving branch network, augmented by automated banking machines,contact centers and digital platforms. The industry is considered mature with moderate growth, supported by an overall focus on productivity, continued investments in infrastructure and technology. Although the major banks offer similar products and services, they compete on offerings, pricing, service models and technology, as well as entering into partnerships and alliances, with a goal of gaining a strategic advantage and serving customers better. Increased competition is also evident in the drive for scale and operating efficiencies.

The Bank's Canadian P&C banking business is one of the top five in Canada in all core product areas, providing a full range of lending, deposit and treasury management products and services to eight million customers. Canadian P&C continues to focus on strengthening customer loyalty in order to generate growth in a competitive environment, as well as increasing digital capabilities to augment the customer experience. Personal Banking provides customers with a wide range of products and services, including chequing and savings accounts, credit cards, mortgages and everyday financial and investment advice. The Bank's employees are focused on providing exceptional service to all of its customers every time they interact with the Bank.

Canadian P&C's award winning[1] commercial bank possesses a strong competitive position in commercial lending, with a number two market share for business loans of up to $25 million. Commercial Banking provides small business and commercial banking clients with a broad suite of commercial products and services, including business deposit accounts, commercial credit cards, business loans and commercial mortgages, cash management solutions, foreign exchange and specialised banking programs. The Bank's commercial bankers partner with clients to help them grow and manage their business.

In Canada, BMO Wealth Management competes with domestic banks, insurance companies, trust companies, global private banks, investment counselling firms, and mutual fund companies. BMO Wealth Management's Canadian businesses have strong brand recognition and market position. BMO Private Wealth provides full-service investing, and wealth advisory services to high net worth and ultra-high net worth clients, leveraging strong financial planning and advice-based through BMO Nesbitt Burns Inc.'s direct brokerage and the award winning BMO Private Bank[2]. BMO InvestorLine provides a range of digital investment services that compete effectively with online brokerages and digital advice providers. BMO Insurance is a diversified insurance and wealth solutions provider and a leader in pension de-risking solutions. It manufactures individual life, critical illness and annuity products as well as segregated funds. It also offers group creditor and travel insurance to bank customers in Canada. In the United States, BMO Wealth Management offers financial solutions to mass affluent, high net worth and ultra-high net worth families and businesses. BMO Global Asset Management provides investment management and trust and custody services to institutional, retail and high net worth investors around the world. BMO Mutual Funds and BMO Exchange Traded Funds offer clients innovative investment solutions across a range of channels.

BMO Capital Markets operates in a highly competitive environment and its businesses face a diverse range of competitors. With approximately 2,700 professionals in 35 locations around the world, including 22 offices in North America, BMO Capital Markets works proactively with clients, aiming to be their valued financial

[1] In 2020, the Bank was named the Best Commercial Bank in Canada by World Finance Magazine for the sixth consecutive year.
[2] BMO Private Banking was named Best Private Bank in Canada by World Finance for the tenth year.

partner – leveraging people, innovative and capital to help them achieve their goals. BMO Capital Markets' success is based on a highly integrated, client-focused North American capital markets business with a well-diversified platform and business mix – by sector, geography, product and currency. This includes a strong, scalable and relevant U.S. business and strong risk management and regulatory compliance practices.

Competition in the United States is more complex than in Canada, given the market's size and activity, as well as personal and commercial banking competitors at the community, regional, and national level, plus other financial service providers. The U.S. P&C business is primarily based in eight states (Illinois, Wisconsin, Missouri, Indiana, Minnesota, Kansas, Arizona and Florida). In addition, the Bank's commercial business provides targeted nationwide coverage for key specialty sectors and has offices in select regional markets. The COVID-19 pandemic continues to have a series of intense impacts on the economy and society. The financial effect of the pandemic led to a severe contraction of the U.S. economy and steep job losses in the first half of 2020, in part due to decreased consumer demand and business spending. The economy is now undergoing a recovery, supported by extraordinary U.S. fiscal policy stimulus, record-low Federal Reserve policy rates and the re-opening of non-essential businesses. These efforts have lowered the unemployment rate and lifted the housing market. In 2021, uncertain U.S. fiscal policy and U.S./China trade relations are expected to impact the economy, while the still-high level of new infections in the United States will cause further uncertainty until a vaccine becomes available and is widely distributed. During this period of extraordinary disruption, U.S. P&C remained committed to its customers and employees, as well as the Bank's shareholders, and took an active role in restoring local communities. The Bank also worked closely with governments and agencies to implement the Payment Protection Program (**PPP**) to reduce the financial hardship caused by the COVID-19 pandemic, including payment deferrals and lending facilities designed to help individuals and businesses to withstand stress and recover financially. U.S. P&C is currently operating in a challenging environment, with lower interest rates adding 'pressure on both margins and customer acquisition.

The Bank will continue to monitor the competitive landscape in order to effectively price its products and services, while maintaining a prudent risk profile and a disciplined approach to expense management. The Commercial Banking business continues to be high-performing, providing expert-level advice that is timely, impactful and within its risk appetite. The Personal Banking business continues to contribute to growth by enabling frictionless digital experiences, designing valuable products and features and offering the right product at the right time.

Consolidation has been underway in the financial services industry in Canada and the United States in recent years. This affects trust companies, mutual fund managers, life insurers, and credit unions. Any large bank merger would be subject to Canadian federal government policy on bank mergers and a thorough public review process. It is uncertain whether this will change in the near future but further consolidation and increased competition in the financial services industry overall is likely.

Supervision and Regulation in Canada

The Bank's activities in Canada are governed by the Bank Act (Canada). Under the Bank Act, a bank can operate its regular banking business as well as some additional activities, such as dealing with real property and various financial technology and information services. A bank is restricted when it undertakes certain activities, including fiduciary activities, dealing in securities, insurance activities, and personal property leasing. For example, other than for authorized types of insurance, a bank may not offer insurance products through its branch system or bank website.

The Bank Act grants a bank broad power to invest in the securities of other corporations and entities, but limits substantial investments. Under the Bank Act, a bank generally has a substantial investment in a body corporate when (1) the bank and entities controlled by the bank beneficially own more than 10 per cent. of the voting shares of the body corporate or (2) the bank and entities controlled by the bank beneficially own shares representing more than 25 per cent. of the total shareholders' equity of the body corporate. A bank can have a substantial investment in entities that meet the substantial investment requirements as set out in Part IX of the Bank Act. In certain cases, the Minister of Finance or the Superintendent of Financial Institutions (Canada) (the "***Superintendent***") must approve before a bank can make an investment.

The Superintendent is responsible to the Minister of Finance for administering the Bank Act. The Superintendent provides guidelines for disclosing a bank's financial information. The Superintendent must also examine each bank annually to ensure compliance with the Bank Act and that each bank is in sound financial condition. The Superintendent's examination report is submitted to the Minister of Finance.

The Bank's Canadian trust, loan and insurance subsidiaries are federally regulated financial institutions governed by the Trust and Loan Companies Act (Canada) and the Insurance Companies Act (Canada), respectively, and under provincial laws in respect of their activities in the provinces. The Bank and its Canadian trust, loan and insurance subsidiaries are also subject to regulation by the Financial Consumer Agency of Canada ("**FCAC**"). The FCAC enforces consumer-related provisions of the federal statutes which govern these financial institutions. Certain activities of the Bank and its subsidiaries acting as securities brokers, dealers, underwriters, advisers and investment fund managers are regulated in Canada under provincial securities legislation and, in some cases, by a self-regulatory organization (the Investment Industry Regulatory Organization of Canada or the Mutual Fund Dealers Association of Canada).

Additional information about supervision and regulation in Canada is under the headings "Regulatory Capital Requirements" and "Regulatory Capital Developments" in the Enterprise-Wide Capital Management section on pages 63 to 66, "Regulatory Requirements" in the "Risks That May Affect Future Results" section on page 73, "Regulatory Developments" in the Liquidity and Funding Risk section on page 103, and "Legal and Regulatory Risk" on pages 110 to 111 of the 2020 MD&A, as well as under the heading "Capital Management" on pages 16 to 18 of the Third Quarter 2021 MD&A.

Supervision and Regulation in the United States

In the United States, the operations of the Bank and its subsidiaries are supervised, regulated, and examined by regulatory and government agencies at the federal and state level. As a foreign bank, the Bank is subject to various United States laws and regulations, including the United States International Banking Act of 1978, the United States Bank Holding Company Act of 1956, and related regulations. The Board of Governors of the Federal Reserve System, including the Federal Reserve Banks (the "**Federal Reserve**"), and state banking regulators oversee the Bank's branch and office operations in the United States. The United States Securities and Exchange Commission (the "**SEC**"), the Financial Industry Regulatory Authority, and state securities regulators regulate broker-dealer subsidiaries. The SEC and state securities regulators regulate registered investment advisor subsidiaries.

The Bank and its subsidiaries own two Federal Deposit Insurance Corporation ("**FDIC**") insured depository institutions in the United States, BHB and BMO Harris Central N.A. ("BHC"). BHB provides banking, financing, investing, and cash management services predominantly in the United States Midwest. BHC provides limited cash management services. They are subject to examination by the Office of the Comptroller of the Currency ("**OCC**"). The Federal Reserve generally needs to approve acquiring (a) more than 5 per cent. of voting

shares, (b) control, or (c) all (or substantially all) of the assets of a bank holding company, bank, or savings association.

The Bank is also subject to the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**"). Dodd-Frank reforms include heightened consumer protection, revised regulation of over-the-counter derivatives markets, restrictions on proprietary trading and the ownership and sponsorship of private investment funds by banks and their affiliates (referred to as the "**Volcker Rule**"), imposition of heightened prudential standards, and broader application of leverage and risk-based capital requirements.

The Federal Reserve Board's rule for strengthening supervision and regulation of foreign banking organizations ("**FBO Rule**") implemented Dodd-Frank's enhanced prudential standards for the United States operations of non-United States banks, such as the Bank. The FBO Rule established new requirements relating to an intermediate holding company structure, risk-based capital and leverage requirements, capital stress testing requirements, United States risk management and risk governance, liquidity risk management and liquidity stress testing frameworks. BMO certified the Bank's compliance with the FBO Rule.

In May 2018, the United States Congress passed the Economic Growth, Regulatory Relief, and Consumer Protection Act ("**EGRRCP**"), which made reforms to Dodd-Frank, including raising the threshold for heightened prudential standards from US$50 billion to US$250 billion in total consolidated assets. EGRRCP rulemaking will likely continue for at least the next year and may impact the Bank's United States operations, including with respect to any changes to the FBO Rule.

The OCC has issued guidelines that establish heightened standards for large national banks with average total consolidated assets of US$50 billion or more, including BHB. The guidelines set out minimum standards for the design and implementation of a bank's risk governance framework and minimum standards for oversight of that framework by a bank's board of directors. The framework must ensure the bank's risk profile is easily distinguished and separate from that of its parent for risk management purposes. A bank's board of directors is responsible for informed oversight of, and providing credible challenge to, management's risk management recommendations and decisions. The Bank complies with these guidelines.

Additional information about supervision and regulation in the United States is found under the headings "Regulatory Capital Requirements" and "Regulatory Capital Developments" and "Regulatory Capital Review" in the Enterprise-Wide Capital Management section on pages 63 to 67, "Regulatory Requirements" in the "Risks That May Affect Future Results" section on page 73, and "Legal and Regulatory Risk" on pages 103 to 104 of the 2020 MD&A, as well as under the heading "Capital Management" on pages 16 to 18 of the Third Quarter 2021 MD&A.

International Supervision and Regulation

Outside Canada and the United States, each of the Bank's branches, agencies and subsidiaries must comply with the regulatory requirements of the country or jurisdiction where it conducts business. These include the Basel Committee on Banking Supervision capital, liquidity and prudential rules ("**Basel III**"), or local variations on Basel III, which are intended to strengthen the banking sector's capital and liquidity frameworks. Since the first quarter of 2013, regulatory capital requirements for the Bank have been determined on a Basel III basis.

Additional information about international supervision and regulation is found under the headings "Regulatory Capital Requirements", "Regulatory Capital and Total Loss Absorbing Capacity Ratios", "Regulatory Capital and Total Loss Absorbing Capacity Elements" and "Regulatory Capital Developments" in the Enterprise-Wide Capital Management section on pages 63 to 66, "Regulatory Requirements" in the "Risks That May Affect

Future Results" section on page 77, and "Legal and Regulatory Risks" on pages 110 to 111 of the 2020 MD&A, as well as under the heading "Capital Management" on pages 16 to 18 of the Third Quarter 2021 MD&A.

Significant Subsidiaries

As at October 31, 2020, the Bank, either directly or indirectly through its subsidiaries, controls the following significant operating subsidiaries:

Significant subsidiaries (1)(2)	Head or principal office	Book value of shares owned by the Bank (Canadian $ in millions)
Bank of Montreal (China) Co. Ltd.	Beijing, China	453
Bank of Montreal Europe plc	Dublin, Ireland	1,055
Bank of Montreal Holding Inc. and subsidiaries, including:	Toronto, Canada	33,280
Bank of Montreal Mortgage Corporation	Calgary, Canada	
BMO Mortgage Corp.	Vancouver, Canada	
BMO Investments Limited	Hamilton, Bermuda	
BMO Reinsurance Limited	St. Michael, Barbados	
BMO Nesbitt Burns Holdings Corporation	Toronto, Canada	
BMO Nesbitt Burns Inc.	Toronto, Canada	
BMO Investments Inc.	Toronto, Canada	
BMO InvestorLine Inc.	Toronto, Canada	
BMO Capital Markets Limited	London, England	295
BMO Financial Corp. and subsidiaries, including:	Chicago, United States	25,789
BMO Asset Management Corp. and subsidiaries	Chicago, United States	
BMO Capital Markets Corp.	New York, United States	
BMO Family Office, LLC	Palo Alto, United States	
BMO Harris Bank National Association and subsidiaries, including:	Chicago, United States	
BMO Harris Investment Company LLC	Las Vegas, United States	
BMO Harris Financial Advisors, Inc.	Chicago, United States	

BMO Harris Financing, Inc. and subsidiaries	Chicago, United States	
BMO Global Asset Management (Asia) Limited	Hong Kong, China	5
BMO Global Asset Management (Europe) Limited and subsidiaries, including:	London, England	657
BMO Asset Management (Holdings) plc and subsidiaries (3)	London, England	
BMO Life Insurance Company and subsidiaries, including:	Toronto, Canada	1,208
BMO Life Holdings (Canada), ULC	Halifax, Canada	
BMO Life Assurance Company	Toronto, Canada	
BMO Trust Company	Toronto, Canada	588
BMO Trustee Asia Limited	Hong Kong, China	3
LGM Investments Limited	London, England	39
Pyford International Limited	London, England	59

(1) Each subsidiary is incorporated or organized under the law of the state or country in which the principal office is situated, except for BMO Financial Corp., BMO Asset Management Corp., BMO Capital Markets Corp., BMO Harris Financial Advisors, Inc., BMO Harris Financing, Inc., and BMO Family Office, LLC, which are incorporated under the laws of the State of Delaware, United States, BMO Asset Management (Holdings) plc is incorporated under the laws of Scotland. BMO Harris Investment Company LLC is organized under the laws of the state of Nevada, United States.

(2) Unless otherwise noted, the bank, either directly or indirectly through its subsidiaries, owns 100% of the outstanding voting shares of each subsidiary.

Issuer Ratings

The following table sets out ratings the Bank has received for its outstanding securities from the rating agencies, which are current to the date of this Offering Circular.

	S&P	Moody's	DBRS	Fitch
Short-term instruments	A-1	P-1	R-1 (high)	F1+
Senior debt[1]	A-	A2	AA (low)	AA-
Long Term Deposits & Legacy Senior debt[2]	A+	Aa2	AA	AA
Subordinated debt	A-	Baa1	A (high)	A
Subordinated debt – NVCC[3]	BBB+	Baa1(hyb)	A(low)	A
Preferred shares	BBB	Baa3	Pfd-2 (high)	N/A
Preferred shares – NVCC[3]	BBB-	Baa3(hyb)	Pfd-2	N/A
Trend/Outlook	Stable	Stable	Stable	Negative

Notes:

1 Subject to conversion under the Bail-in Regime.

2 Long Term Deposits / Legacy Senior Debt includes: (a) Senior debt issued prior to September 23, 2018; and (b) Senior debt issued on or after September 23, 2018 which is excluded from the Bail-In Regime.

3 Non-viability contingent capital or NVCC.

See Appendix II of the 2020 AIF incorporated by reference into this Offering Circular for an explanation of the credit ratings referred to above. Further information may be obtained from the applicable rating agency.

The credit ratings that external rating agencies assign to some of the Bank's securities are important in the raising of both capital and funding to support its business operations. Maintaining strong credit ratings allows the Bank to access the capital markets at competitive pricing levels. Should the Bank's credit ratings experience a downgrade, its cost of funds will likely increase and the Bank's access to funding and capital through capital markets could be reduced. A material downgrade of the Bank's ratings could have other consequences, including those set out in Note 8 of the 2020 Financial Statements and under the heading "Credit Rating" in the Bank's Third Quarter 2021 Report to Shareholders.

Credit ratings are not recommendations to purchase, hold or sell securities and do not address the market price or suitability of a specific security for a particular investor. Credit ratings may not reflect the potential impact of all risks on the value of securities. In addition, real or anticipated changes in the rating assigned to a security will generally affect the market value of that security. The Bank cannot know for certain that a

rating will remain in effect for any given period of time or that a rating agency will not revise or withdraw it entirely in the future.

The Bank paid fees to credit agencies to obtain its credit ratings. The Bank may also pay fees for other services from credit agencies in the ordinary course of business.

Financial Summary

The information in the tables below has been extracted from the Bank's unaudited consolidated financial statements as at and for the six month period ended April 30, 2021 and the Bank's audited consolidated financial statements as at and for the year ended October 31, 2020 with comparative consolidated financial statements as at and for the year ended October 31, 2019, prepared in accordance with IFRS, as issued by the International Accounting Standards Board, which are incorporated herein by reference together with the accompanying notes and auditors' report.

An audit opinion has not been expressed on individual balances of accounts or summaries of selected transactions in the tables below.

Condensed Consolidated Balance Sheet

	As at April 30, 2021*	**As at October 31, 2020****	**As at October 31, 2019**
		(in millions of Canadian dollars)	
Assets			
Cash & Cash Equivalents	98,593	57,408	48,803
Interest Bearing Deposits with Banks	8,955	9,035	7,987
Securities	212,867	234,260	189,438
Securities Borrowed or Purchased under Resale Agreements	98,327	111,878	104,004
Loans (net of allowance for credit losses)	444,609	447,420	426,094
Other Assets	86,488	89,260***	75,869
Total Assets	949,839	949,261	852,195
Liabilities			
Deposits	657,201	659,034	568,143
Other Liabilities	229,980	225,218***	225,981

	As at April 30, 2021*	As at October 31, 2020**	As at October 31, 2019
	(in millions of Canadian dollars)		
Subordinated Debt	7,144	8,416	6,995
Total Liabilities	894,325	892,668	801,119
Equity			
Common shares	13,536	13,430	12,971
Preferred shares and other equity instruments	5,848	6,598	5,348
Contributed surplus	313	302	303
Retained earnings	32,561	30,745***	28,725
Accumulated other comprehensive income	3,256	5,518	3,729
Total Equity	55,514	56,593	51,076
Total Liabilities and Equity	949,839	949,261	852,195

* Unaudited..
** Certain comparative figures have been reclassified to conform with the current period's presentation.
*** Effective November 1, 2019, the Bank adopted IFRS 16 Leases (IFRS 16), whereby lessees are required to recognize a liability for the present value of future lease payments and record a corresponding asset on the balance sheet for most leases. On transition, the Bank recognized the cumulative effect of adopting IFRS 16 in opening retained earnings as at November 1, 2019 with no changes to prior periods. Refer to Note 1 in the Bank's 2020 Annual Report for further details on adoption of IFRS 16.

Condensed Consolidated Statement of Income

	Year to date April 30, 2021*	Year ended October 31, 2020	Year ended October 31, 2019
	(in millions of Canadian dollars, except earnings per share amounts)		
Net Interest Income	7,033	13,971	12,888
Non-Interest Revenue	6,018	11,215	12,595
Total Revenue	13,051	25,186	25,483

Provision for Credit Losses	216	2,953	872
Insurance Claims, Commissions and Changes in Policy Benefit Liabilities	318	1,708	2,709
Non-Interest Expense	8,022	14,177	14,630
Provision for Income Taxes	1,175	1,251	1,514
Net Income	3,320	5,097	5,758
Attributable to:			
Bank Shareholders	3,320	5,097	5,758
Earnings per Share			
- Basic	4.94	7.56	8.68
- Diluted	4.93	7.55	8.66

*Unaudited.

Trend Information

After contracting 5.4 per cent. in 2020, Canada's economy is expected to expand 6.0 per cent. in 2021, the most since 1973. This is despite economic growth likely stalling in the second quarter of 2021, in response to new restrictions put in place to supress a recent resurgence in COVID-19 cases. The economy showed surprising resilience at the turn of the year to earlier restrictions, with support from higher commodity prices, stronger U.S. demand, and record housing market activity amid low interest rates and changes spurred by remote working. Assuming the current virus outbreak is soon brought under control due to a now accelerating vaccine program, the economy is projected to return to strong growth in the second half of 2021. Activity will be assisted by new measures introduced in the federal budget, material household savings, and substantial pent-up demand for travel, dining and personal-care services. Exports should also benefit from a strengthening global economy, with the Euro area anticipated to rebound from recession. Housing market activity is likely to remain elevated, though some moderation is expected due to weakening affordability and policy measures, including the OSFI's higher minimum qualifying rate on uninsured mortgages. The unemployment rate is expected to decline from 8.1 per cent. in April 2021 to 6.6 per cent. in December 2021, before returning to pre-pandemic levels of 5.6 per cent. at the end of 2022. Elevated unemployment will likely encourage the Bank of Canada to hold the overnight policy rate near zero through next year. Supported by the run-up in commodity prices, the Canadian dollar is one of the best-performing currencies in 2021, and it is projected to further strengthen modestly to 85 cents, compared with the U.S. dollar, by the end of 2022. Industry-wide residential mortgage balances continue to rise strongly in response to low mortgage rates and increased demand for more spacious homes from remote workers, though growth is projected to moderate alongside the overall housing market in the second half of 2021. While growth in consumer credit balances (excluding mortgages) remains weak due to restrained consumer spending, it is anticipated to improve along with spending over the rest of 2021. Industry-wide business credit is expected to increase moderately in 2021 as business confidence and spending improve.

The U.S. economy weathered the pandemic better than most advanced countries, contracting 3.5 per cent. in 2020, and it is expected to grow 6.5 per cent. in 2021, the fastest pace in nearly four decades. The economy withstood another round of new restrictions in early winter and is now quickly reopening, due to the ongoing vaccination program. Substantial fiscal stimulus, pent-up demand, and elevated household savings are expected to drive activity in 2021. Two rounds of fiscal stimulus amounting to more than 12 per cent. of GDP have been passed in recent months, and the President's proposed American Jobs Plan and American Families Plan, with a focus on infrastructure projects, child care, and education, could provide additional support in coming years, though with an offset from higher corporate and top-personal income taxes. Business spending is on an upswing, with non-residential investment in the first quarter of 2021 surpassing pre-pandemic levels. Housing market activity is expected to remain strong in 2021, due to low interest rates. The unemployment rate is projected to fall from 6.1 per cent. in April 2021 to 4.5 per cent. in December 2021, one percentage point above pre-pandemic levels. The Federal Reserve is expected to hold policy rates steady until 2023, to support the recovery and lift inflation temporarily above the 2 per cent. target. Longer-term treasury yields are projected to further increase moderately in response to the strong economic recovery and higher inflation. Industry-wide residential mortgage growth will likely remain brisk due to supportive housing market activity, while recent modest consumer credit growth should benefit from increased personal spending. Industry-wide business credit is expected to resume growth in 2021, as confidence and investment strengthen.

The unpredictable course of the pandemic subjects the economic outlook to a high degree of uncertainty that is likely to persist until vaccines are more widely distributed to the population. A more severe mutation of the virus, delays in vaccine supply, or an increase in vaccine hesitancy could prolong the pandemic and lead to aggressive shutdowns of business activity, potentially causing a sustained economic contraction. Other risks to the U.S. economy stem from U.S./China tensions leading to disruptive trade policies, turbulence in some emerging market economies amid rising global interest rates, and the potential for higher inflation due to excessive policy stimulus. Escalating house prices, notably in Canada, could also leave the economy vulnerable to a correction in the housing market.

Directors

The Directors of the Bank, their function in the Bank and their other principal activities (if any) outside of the Bank of significance to the Bank are as follows:

Name and Municipality of Residence	Principal Activities
Janice M. Babiak, Franklin, Tennessee, U.S.A.	Corporate Director
Sophie Brochu, Bromont, Québec, Canada	President and Chief Executive Officer, Hydro-Quebec
Craig W. Broderick, Greenwich, Connecticut, U.S.A.	Corporate Director
George A. Cope[1], O.C., Toronto, Ontario, Canada	Chair of the Board, Bank of Montreal
Christine A. Edwards, Chicago, Illinois, U.S.A.	Capital Partner, Winston & Strawn LLP, a law firm
Dr. Martin S. Eichenbaum, Glencoe, Illinois, U.S.A	Charles Moskos Professor of Economics, Northwestern University
Ronald H.Farmer, Markham, Ontario, Canada	Managing Director, Mosaic Capital Partners, a management and holding company
David Harquail, Toronto, Ontario, Canada	Chair of the Board, Franco-Nevada Corporation, a royalty and streaming company active
Linda S. Huber, New York City, New York, U.S.A.	Corporate Director
Eric R. La Flèche, Montreal, Québec, Canada	President and Chief Executive Officer, Metro Inc., a food retailer and distributor
Lorraine Mitchelmore, Calgary, Alberta, Canada	Corporate Director
Darryl White, Toronto, Ontario, Canada	Chief Executive Officer of BMO Financial Group

[1] George A. Cope was appointed Chair of the Board of Bank of Montreal effective upon his re-election as an independent Director of the Bank at the Bank's March 31, 2020 Annual Meeting of Shareholders.

The business address of all of the Directors is the executive offices of the Bank, 100 King Street West, 1 First Canadian Place, 21st Floor, Toronto, Ontario, Canada, M5X 1A1. No directors hold executive positions with the Bank other than as shown above.

As at the date of the Offering Circular, there are no potential conflicts of interest between any duties owed to the Bank by the Directors and the private interests and/or other duties owed by these individuals. If a Director had a material interest in a matter being considered by the Board or its Committees, such Director would not participate in any discussions relating to, or any vote on, such matter.

Major Shareholders

To the extent known to the Bank, the Bank is not directly or indirectly owned or controlled by any person.

As mentioned above, the Bank Act prohibits any person from having a "significant interest" in any class of shares of the Bank, that is, from beneficially owning more than 10 per cent. of the outstanding shares of the class either directly or through controlled entities, without the approval of the Minister of Finance of Canada. A person may, with the approval of the Minister of Finance, beneficially own up to 20 per cent. of a class of voting shares and up to 30 per cent. of a class of non-voting shares of the Bank, subject to a "fit and proper" test based on the character and integrity of the applicant. In addition, the holder of such a significant interest could not have "control in fact" of the Bank.

Material Contracts

The Bank and its subsidiaries have not entered into any material contracts outside the ordinary course of the Bank's business which could materially affect the Bank's obligations in respect of any Notes to be issued by the Bank other than, with respect to any Notes, the contracts described in "Subscription and Sale" and in "Terms and Conditions of the Exempt Notes".

SUBSCRIPTION AND SALE

The Dealers have, in a Programme Agreement amended and restated as of July 16, 2021 (as further amended from time to time) (the "**Programme Agreement**"), agreed with the Bank a basis upon which they or any of them may from time to time agree to purchase Exempt Notes. Any such agreement will extend to those matters stated under "Issue Procedures" and "Terms and Conditions of the Exempt Notes" above. In the Programme Agreement, the Bank has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Exempt Notes under the Programme. The Bank has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Exempt Notes. The Programme Agreement may be terminated in relation to all the Dealers or any of them by the Bank or, in relation to itself and the Bank only, by any Dealer, at any time on giving not less than 30 days' notice. The Programme Agreement also provides that the Bank may sell directly to third parties other than Dealers and that the obligation of any Dealer to subscribe for Exempt Notes under any such agreement is subject to certain conditions and that, in certain circumstances, a Dealer shall be entitled to be released and discharged from its obligations under any such agreement prior to the issue of the relevant Exempt Notes.

Persons into whose hands this Offering Circular or any Pricing Supplement comes are required by the Bank, the Arrangers and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Exempt Notes or have in their possession or distribute such offering material, in all cases at their own expense.

The following is a description of the contractual and other restrictions applicable to the Programme:

Canada

While the Senior Notes that are principal protected are exempted from the prospectus requirement under the securities laws of any province or territory of Canada, the Principal At Risk Notes are not exempt and have not been and will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed, and each other Purchaser appointed under the Programme will be required to represent and agree that it has not offered, sold or distributed, and that it will not offer, sell or distribute, any Principal At Risk Notes (or, in the case of Senior Notes that are principal protected, if the applicable Pricing Supplement specifies "Canadian Sales Not Permitted", such Senior Notes) directly or indirectly, in Canada or to, or for the benefit of, any resident thereof.

If the applicable Pricing Supplement for any Senior Notes that are principal protected specifies "Canadian Sales Permitted", each Dealer has represented and agreed, and each other Purchaser appointed under the Programme will be required to represent and agree, that it has offered, sold or distributed and that it will offer, sell or distribute such Senior Notes, in Canada in compliance with the securities laws of Canada or any province or territory thereof.

Each Dealer has agreed, and each other Purchaser appointed under the Programme will be required to agree, that it will not distribute or deliver this Offering Circular, any other offering material in connection with any offering of Exempt Notes, in Canada if the applicable Pricing Supplement specify "Canadian Sales Not Permitted" or, if the applicable Pricing Supplement specify "Canadian Sales Permitted", in contravention of the securities laws of Canada or any province or territory thereof.

Each issuance of Senior Notes that are principal protected which are to be listed on a stock exchange other than on a regulated market in the EEA or the UK and for which the applicable Pricing Supplement specifies

"Canadian Sales Permitted" will be subject to such additional Canadian selling restrictions as the Bank and the relevant Purchaser(s) may agree, as specified in the applicable Pricing Supplement. Each Purchaser will be required to agree that it will offer, sell and distribute any such Senior Notes, and distribute or deliver this Offering Circular, or any other offering material in connection with such offering, only in compliance with such additional Canadian selling restrictions.

United States

Regulation S, Compliance Category 2 will apply and TEFRA D will apply, unless TEFRA C Rules are specified as applicable or TEFRA Rules are specified as not applicable in the applicable Pricing Supplement. The Exempt Notes are not eligible under Rule 144A of the Securities Act of 1933 as amended (the "**Securities Act**").

The Exempt 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, United States persons except in certain transactions exempt from or not subject to the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Exempt Notes in bearer form are subject to United States 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 United States tax regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations promulgated thereunder.

Each Purchaser will be required to agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver the Exempt Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche (as determined, and certified to the Bank, by the Agent, or in the case of Exempt Notes issued on a syndicated basis, the Lead Manager(s)) within the United States or to, or for the account or benefit of, United States persons except in accordance with Regulation S of the Securities Act, it will not engage in any directed selling efforts with respect to the Exempt Notes of any Tranche within the United States or to United States persons except in accordance with Regulation S of the Securities Act and it will have sent to each dealer to which it sells Exempt Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Exempt Notes within the United States or to, or for the account or benefit of, United States persons.

In addition, until 40 days after the commencement of the offering of the relevant issue of Exempt Notes, an offer or sale of Exempt Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Each issuance of Index Linked Notes and Dual Currency Notes will be subject to such additional United States selling restrictions as the Bank and the relevant Purchaser(s) may agree, as specified in the applicable Pricing Supplement. Each Dealer will be required to agree that it will offer, sell or deliver such Exempt Notes only in compliance with such additional United States selling restrictions.

EEA - Prohibition of Sales to EEA Retail Investors

Unless the Pricing Supplement in respect of any Exempt Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each other Purchaser 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 Exempt Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

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

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the EU Prospectus Regulation (as defined below); and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Exempt Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Exempt Notes.

If the Pricing Supplement in respect of any Exempt Notes specifies "Prohibition of Sales to EEA Retail Investors" is "Not Applicable" in relation to each Member State of the EEA, each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that it has not made and will not make an offer of Exempt Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to the public in that Member State of the EEA except that it may, make an offer of such Exempt Notes to the public in that Member State of the EEA:

(a) at any time to any legal entity which is a qualified investor as defined in the EU Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors, as defined in the EU Prospectus Regulation) subject to obtaining the prior consent of the relevant Purchaser or Purchasers nominated by the Bank for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation;

provided that no such offer of Exempt Notes referred to in (a) to (c) above shall require the Bank or any Purchaser to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Exempt Notes in any Member State of the EEA means the communication in any form and by any means of sufficient information on the terms of the offer and the Exempt Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Exempt Notes, and the expression "**EU Prospectus Regulation**" means Regulation (EU) 2017/1129.

UK - Prohibition of Sales to UK Retail Investors

Unless the Pricing Supplement in respect of any Exempt Notes specifies "**Prohibition of Sales to UK Retail Investors**" as "Not Applicable", each Dealer has represented and agreed, and each other 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 Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the UK. For the purposes of this provision:

the expression "**retail investor**" means a person who is one (or more) of the following:

a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or

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 (as amended), 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 UK domestic law by virtue of the EUWA; or

not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Pricing Supplement in respect of any Exempt Notes specifies "**Prohibition of Sales to UK Retail Investors**" as "Not Applicable", each Dealer has represented and agreed, and each other Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to the public in the UK except that it may make an offer of such Notes to the public in the UK:

at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Bank for any such offer; or

at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Bank or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "an offer of Notes to the public" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended) as it forms part of UK domestic law by virtue of the EUWA.

UK - Other regulatory restrictions

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that:

(i) 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 Exempt Notes in circumstances in which Section 21(1) of the FSMA would not, if the Bank was not an authorised person, apply to the Bank; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Exempt Notes in, from or otherwise involving the UK.

Belgium

Other than in respect of Exempt Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Pricing Supplement, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Exempt Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a "**Belgian Consumer**"), and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Exempt Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Exempt Notes, directly or indirectly, to any Belgian Consumer.

France

This Offering Circular has not been submitted for clearance to the *Autorité des marchés financiers* in France.

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Exempt Notes to the public in France (other than to qualified investors as described below), and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France (other than to qualified investors as described below), the Offering Circular, the applicable Pricing Supplement or any other offering material relating to the Exempt Notes, and that such offers, sales and distributions have been and shall be made in France pursuant to Article L. 411-2 1° of the French *Code monétaire et financier* only to qualified investors (*investisseurs qualifiés*), other than individuals, as defined in Article 2 of the EU Prospectus Regulation and Article L.411-2 of the French Code *monétaire et financier*.

Republic of Italy

The offering of any Exempt Notes has not been registered with the Commissione Nazionale per le Società e la Borsa ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver, any Exempt Notes in the Republic of Italy ("**Italy**") in a solicitation to the public, and that sales of the Exempt Notes in Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that it will not offer, sell or deliver any Exempt Notes or distribute copies of the Offering Circular or any other document relating to the Exempt Notes in Italy except:

(a) to "**qualified investors**" (*investitori qualificati*), as defined pursuant to Article 2 of the EU Prospectus Regulation and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended ("**Financial Services Act**") and/or Italian CONSOB regulations; or

(b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the EU Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of May 14, 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of any Exempt Notes or distribution of copies of the Offering Circular and any supplement thereto or any other document relating to the Exempt Notes in Italy must:

(i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(ii) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, to the extent it is applicable where no exemption from the rules on public offerings applies, the subsequent distribution of the Exempt Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Consolidated Financial Services Act and CONSOB Regulation No. 11971. Failure to comply with such rules may result in the sale of such Exempt Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

The Netherlands

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that it has not, directly or indirectly, offered or sold, and will not, directly or indirectly, offer or sell the Exempt Notes in The Netherlands, other than to Qualified Investors within the meaning of section 1:1 of the Act on the Financial Supervision (*Wet op het financieel toezicht*).

In addition to the above, if the Bank issues Zero Coupon Notes and these Zero Coupon Notes are offered in the Netherlands as part of their initial distribution or immediately thereafter:

- transfer and acceptance of such Zero Coupon Notes may only take place either by and between individuals not acting in the course of their profession or business or through the mediation of either a permit holder (*Toegelaten Instelling*) of Euronext Amsterdam N.V. or the Bank itself in accordance with the Savings Certificate Act of 21 May 1985 (*Wet inzake Spaarbewijzen*); and

- certain identification requirements in relation to the issue and transfer of, and payment on the Zero Coupon Notes have to be complied with pursuant to section 3a of the Savings Certificate Act;

Furthermore, unless such Zero Coupon Notes qualify as commercial paper or certificates of deposit and the

transaction is carried out between professional lenders and borrowers:

- each transaction concerning such Zero Coupon Notes must be recorded in a transaction note, stating the name and address of the other party to the transaction, the nature of the transaction and details, including the number and serial number of the Zero Coupon Notes concerned;

- the obligations referred to under (a) above must be indicated on a legend printed on Zero Coupon Notes that are not listed on a stock market; and

- any reference to the words "to bearer" in any documents or advertisements in which a forthcoming offering of Zero Coupon Notes is publicly announced is prohibited.

For purposes of this paragraph, "**Zero Coupon Notes**" are Exempt Notes to bearer in definitive form that constitute a claim for a fixed sum of money against the Bank and on which interest does not become due prior to maturity or on which no interest is due whatsoever.

Hong Kong

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that:

(a) it has not offered or sold, and will not offer or sell, in Hong Kong, by means of any document, any Exempt Notes (except for Exempt Notes which are "structured products" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**")) other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued, or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Exempt 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 Exempt 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 thereunder.

Japan

No registration pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948 of Japan, as amended) (the "**FIEA**") has been made or will be made with respect to the Exempt Notes. Accordingly, each Dealer has represented and agreed, and each further Purchaser appointed under the Programme will be required to represent and agree, that it will not offer or sell any Exempt Notes, directly or indirectly, in Japan or to, or for the benefit of, any Resident of Japan (as defined under Article 6, Paragraph 1, Item 5 of the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949 of Japan, as amended)), or to others for re-offering 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.

Each Purchaser will be required to provide to the Bank any necessary information relating to Yen Notes (which should not include names of clients) so that the Bank or its designated agent may make any required reports to the Ministry of Finance of Japan.

The People's Republic of China

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that the Exempt Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in PRC (for such purpose, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the laws of PRC.

Singapore

Each Dealer has represented and agreed, and each further Purchaser appointed under the Programme will be required to represent and agree, that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed and each further Purchaser appointed under the Programme will be required to represent and agree, that it has not offered or sold any Exempt Notes or caused the Exempt Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Exempt Notes or cause the Exempt 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 Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Exempt Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Exempt 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 Exempt Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities–based Derivatives Contracts) Regulations 2018 of Singapore.

Unless otherwise stated in the Pricing Supplement, all Exempt Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Switzerland

(a) Unless otherwise stated in the Pricing Supplement and subject to paragraph (b), (i) the Exempt Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (as amended, the "**FinSA**"), (ii) no application has or will be made to admit the Exempt Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland, (iii) neither this Offering Circular nor any Pricing Supplement nor any other offering or marketing material relating to the Exempt Notes constitutes a prospectus pursuant to the FinSA, and (iv) neither this Offering Circular nor any Pricing Supplement nor any other offering or marketing material relating to the Exempt Notes may be publicly distributed or otherwise made publicly available in Switzerland; and

(b) The Bank and the relevant Dealer(s) may agree in respect of any Exempt Notes to be issued that (i) such Exempt Notes may be publicly offered in Switzerland within the meaning of FinSA, and/or (ii) an application may be made by or on behalf of the Bank to admit such Exempt Notes on a trading venue (exchange or multilateral trading facility) in Switzerland, provided that the Bank and the relevant Dealer(s) comply with the applicable requirements of the FinSA in connection with such public offering and/or application for admission to trading, including, without limitation, any requirement to prepare and publish a prospectus in accordance with FinSA and the listing rules of the relevant trading venue in Switzerland.

Taiwan

(a) If "Standard Taiwan Selling Restrictions" are specified to apply in the applicable Pricing Supplement the following selling restrictions shall apply:

Each Dealer has agreed, and each other Purchaser will be required to agree, that the offering of the Exempt Notes has not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires registration with or approval of the Financial Supervisory Commission of Taiwan. Each Dealer has agreed, and each other Purchaser will be required to agree, that no person or entity in Taiwan has been authorized to offer or sell the Exempt Notes in Taiwan.

(b) If "Formosa Selling Restrictions" are specified to apply in the applicable Pricing Supplement the following selling restrictions shall apply:

Each Dealer has represented and agreed, and each other Purchaser will be required to represent and agree, that the Exempt Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, in the Republic of China, to investors other than "professional institutional investors" as defined under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the Republic of China ("**Professional Institutional Investors**") as amended from time to time. Purchasers of the Exempt Notes are not permitted to sell or otherwise dispose of the Exempt Notes except by transfer to a Professional Institutional Investor.

General

Each Dealer has agreed, and each other Purchaser will be required to agree that it will comply, to the best of its knowledge, in good faith and on reasonable grounds after making all reasonable investigation, with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Exempt Notes or possesses or distributes the Offering Circular, any Pricing Supplement or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Exempt 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 Bank nor any other Purchaser shall have any responsibility therefor. No action has been taken in any jurisdiction that would permit a public offering of any of the Exempt Notes, or possession or distribution of the Offering Circular or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

With regard to each Tranche, the relevant Purchaser(s) will be required to comply with such other additional restrictions as the Bank and the relevant Purchaser(s) shall agree and as shall be set out in the applicable Pricing Supplement.

The Programme Agreement provides that without prejudice to the obligations of the Dealers described in this "General" section, the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of changes in, or a change in the interpretation of, the relevant law, regulation or directive after the date hereof no longer be applicable. Any such modification may be set out in the applicable Pricing Supplement issued in respect of the issue of the Exempt Notes to which it relates or in a supplement to this Offering Circular.

Neither the Bank nor any of the Purchasers represents that Exempt 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.

TAXATION

Canada

The following summary describes the principal Canadian federal income tax considerations generally applicable to a holder of Exempt Notes who acquires, as beneficial owner, Exempt Notes pursuant to this Offering Circular or common shares of the Bank or any affiliate of the Bank on a Bail-in Conversion ("**Common Shares**"), and who, at all relevant times, for the purposes of the Income Tax Act (Canada) and the regulations thereunder (collectively the "**Tax Act**") and any applicable income tax convention, (i) is not resident and is not deemed to be resident in Canada, (ii) deals at arm's length with the Bank, any issuer of Common Shares, and with any Canadian resident (or deemed Canadian resident) to whom the holder disposes of Exempt Notes, (iii) is not a "specified non-resident shareholder" of the Bank for purposes of subsection 18(5) of the Tax Act or a non-resident person not dealing at arm's length with a "specified shareholder" of the Bank for purposes of subsection 18(5) of the Tax Act, (iv) does not use or hold Exempt Notes or Common Shares in or in the course of a business carried on or deemed to be carried on in Canada, (v) is entitled to receive all payments made in respect of the Exempt Notes as beneficial owner, and (vi) is not an insurer that carries on an insurance business in Canada and elsewhere (a "**Non-resident Holder**").

This summary is based upon the provisions of the Tax Act in force on the date hereof and an understanding of the current administrative policies and assessing practices of the Canada Revenue Agency published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice, whether by legislative, regulatory, administrative or judicial action, nor does it take into account provincial, territorial or foreign income tax legislation, which may differ from those discussed herein. Subsequent developments could have a material effect on the following description. This summary assumes that no interest paid on the Exempt Notes will be in respect of a debt or other obligation to pay an amount to a person with whom the Bank does not deal at arm's length, within the meaning of the Tax Act.

This summary is of a general nature only and is not exhaustive of all Canadian federal income tax considerations. It is not intended to be, legal or tax advice to any particular holder, or in respect of any particular issuance of Notes, the terms and conditions of which will be material to the Canadian federal income tax considerations with respect thereto. Canadian federal income tax considerations applicable to Exempt Notes may be described more particularly when such Exempt Notes are offered (and then only to the extent material) in the Pricing Supplement related thereto if they are not addressed by the comments following and, in that event, the following will be superseded thereby to the extent indicated in such Pricing Supplement. The Canadian federal income tax considerations may be supplemented, amended and/or replaced in a Pricing Supplement or an Offering Circular supplement, based on the terms and conditions of the Notes issued pursuant to such Pricing Supplement or Offering Circular supplement.

Accordingly, prospective purchasers of Exempt Notes should consult their own tax advisors with respect to their particular circumstances, and in any event where Notes are otherwise issued without disclosure of Canadian federal income tax considerations.

For purposes of the Tax Act, all amounts not otherwise expressed in Canadian dollars must be converted into Canadian dollars based on the single day exchange rate quoted by the Bank of Canada or such other rate that is acceptable to the Minister of National Revenue (Canada).

Interest paid or credited or deemed for purposes of the Tax Act to be paid or credited on an Exempt Note (including amounts on account or in lieu of payment of, or in satisfaction of, interest) to a Non-resident Holder will not be subject to Canadian non-resident withholding tax, unless any portion of such interest (other than on a "prescribed obligation" described below) is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class or series of shares of the capital stock of a corporation ("**Participating Debt Interest**"). A "prescribed obligation" is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding which adjustment is determined by reference to a change in the purchasing power of money and no amount payable in respect thereof, other than an amount determined by reference to a change in the purchasing power of money, is contingent or dependent on the use of or production from property in Canada or is computed by reference to any of the criteria described in the definition of Participating Debt Interest. If any interest payable on an Exempt Note, or any portion of the principal amount of an Exempt Note in excess of its issue price, is to be calculated by reference to an index or formula, interest on the Exempt Note, together with any such portion of such principal, may be subject to Canadian non-resident withholding tax.

In the event that an Exempt Note which is not exempt from Canadian withholding tax under its terms is redeemed, cancelled, repurchased or purchased by the Bank or any other person resident or deemed to be resident in Canada from a Non-resident Holder or is otherwise assigned or transferred by a Non-resident Holder to a person resident or deemed to be resident in Canada for an amount which exceeds, generally, the issue price thereof, the excess may be deemed to be interest and may, together with any interest that has accrued on the Exempt Note to that time, be subject to non-resident withholding tax. Such excess will not be subject to withholding tax if, in certain circumstances, the Exempt Note is considered an "excluded obligation" for purposes of the Tax Act. An Exempt Note will be an excluded obligation for this purpose if it is not an "indexed debt obligation" (defined below) and it was issued for an amount not less than 97 per cent. of the principal amount (as defined for the purposes of the Tax Act) of the Exempt Note, and the yield from which, expressed in terms of an annual rate (determined in accordance with the Tax Act) on the amount for which the Exempt Note was issued does not exceed 4/3 of the interest stipulated to be payable on the Exempt Note, expressed in terms of an annual rate on the outstanding principal amount from time to time. An "**indexed debt obligation**" is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding that is determined by reference to a change in the purchasing power of money.

Generally, there are no other taxes on income (including taxable capital gains) payable by a Non-resident Holder on any interest, discount, or premium in respect of an Exempt Note or on the proceeds received by a Non-resident Holder on the disposition of an Exempt Note (including redemption, payment on maturity, Bail-in Conversion, cancellation, purchase or repurchase).

Dividends paid or credited, or deemed under the Tax Act to be paid or credited, on Common Shares of the Bank or of any affiliate of the Bank that is a Canadian resident corporation to a Non-resident Holder will generally be subject to Canadian non-resident withholding tax at the rate of 25 per cent. on the gross amount of such dividends unless the rate is reduced under the provisions of an applicable income tax treaty or convention between Canada and the country of residence of the Non-resident Holder.

A Non-resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized on a disposition or deemed disposition of a Common Share unless the Common Share is or is deemed to be "taxable Canadian property" of the Non-resident Holder for the purposes of the Tax Act and the Non-resident Holder is not entitled to an exemption under an applicable income tax convention between Canada and the country in which the Non-resident Holder is resident.

United Kingdom

The comments below are of a general nature and are based on the Bank's understanding of current UK 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 UK taxation. They only describe the UK tax treatment in respect of the deduction of UK tax from interest (as that term is understood for UK tax purposes) on Exempt Notes and relate only to the position of persons who are the absolute beneficial owners of their Exempt Notes, Receipts and Coupons and may not apply to certain classes of persons such as dealers and persons connected with the Bank, to whom special rules may apply. It does not apply to individuals, or where the income is deemed for tax purposes to be the income of any other person. It does not deal with any other UK tax implications of acquiring, holding or disposing of Exempt Notes. The UK tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective Noteholders who are in any doubt as to their own tax position or who may be subject to tax in a jurisdiction other than the UK should consult their professional advisers.

Exempt Notes issued otherwise than through the Bank's London branch

Payments of interest on the Exempt Notes may be made without withholding or deduction on account of UK income tax provided the payments of interest on the Exempt Notes do not have a UK source.

If interest paid on the Exempt Notes does have a UK source then payments of interest on the Exempt Notes may also be made without withholding or deduction on account of UK income tax in the circumstances set out below under the heading "Exempt Notes issued by the Bank's London branch".

Exempt Notes issued by the Bank's London branch

The Bank, provided that it is and continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 (the "**Act**"), and provided that the interest on the Exempt Notes is and continues to be paid in the ordinary course of its business within the meaning of section 878 of the Act, will be entitled to make payments of interest without withholding or deduction for or on account of UK income tax.

Payments of interest on the Exempt Notes may also be made without deduction of or withholding on account of UK income tax provided that the Exempt Notes carry a right to interest and the Notes are and continue to be listed on a "recognised stock exchange", within the meaning of section 1005 of the Act. The London Stock Exchange is a recognised stock exchange and the ISM is a multilateral trading facility operated by a regulated recognised stock exchange for the purposes of section 987 of the Act. Notes 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 Financial Services and Markets Act 2000 as amended) and admitted to trading on the London Stock Exchange. Provided, therefore, that the Exempt Notes carry a right to interest and are and remain so listed on a "recognised stock exchange", interest on the Exempt Notes will be payable without withholding or deduction on account of UK income tax whether or not the Bank carries on a banking business in the UK and whether or not the interest is paid in the ordinary course of its business.

Interest on the Notes may also be paid without withholding or deduction on account of UK income tax where interest on the Notes is paid by a company (such as the Bank) and, at the time the payment is made, the Bank reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner is within the charge to UK corporation tax as regards the payment of interest, provided that HM Revenue and Customs has not given a direction (in circumstances where it has reasonable grounds to believe that it is likely that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

Interest on the Exempt Notes may also be paid without withholding or deduction on account of UK income tax where the maturity of the Exempt Notes is less than 365 days and those Exempt Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Exempt Notes that has a UK source on account of UK income tax at the basic rate (currently 20 per cent.), subject to any other available exemptions and reliefs: for example, 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, HM Revenue and Customs can issue a notice to the Bank following the making of a claim by the Noteholder 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).

Payments under the Exempt Notes may also in certain circumstances be paid subject to withholding or deduction on account of UK income tax if those payments are characterised as annual payments or as manufactured payments for UK tax purposes.

Other payments

Reference to "interest" means interest as that term is understood for UK tax purposes and includes payments which are deemed to be payments of interest for UK tax purposes. To the extent payments made on the Notes are "annual payments" or "manufactured payments" which have a UK source, amounts may be required to be withheld from such payments on account of UK income tax at the basic rate (currently 20 per cent.), subject to any available reliefs.

U.S. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" ("**foreign passthru payments**") (a term not yet defined) and (ii) dividend equivalent payments (as defined in Section 871(m) of the Code), in each case, to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Canada and the UK) 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 that complies with such IGA would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Exempt Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Exempt Notes, are uncertain and may be subject to change. If

withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Exempt Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or before the relevant grandfathering date would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. The grandfathering date for (A) Exempt Notes that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, and (B) Exempt Notes that give rise to a dividend equivalent pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, is six months after the date on which obligations of its type are first treated as giving rise to dividend equivalents. If additional notes (as described under "Terms and Conditions of the Exempt Notes--Further Issues") that are not distinguishable from such previously issued grandfathered Exempt Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Exempt Notes, including the Exempt Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Exempt Notes**.**

Section 871(m)

Section 871(m) of the Code treats a "dividend equivalent" payment as a dividend from sources within the United States that is generally subject to a 30 per cent. U.S. withholding tax which may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the IRS. A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) or (ii). U.S. Treasury regulations issued under Section 871(m) and applicable guidance ("**Section 871(m) Regulations**") require withholding on certain non-U.S. holders of the Exempt Notes with respect to amounts treated as dividend equivalent payments. Under the Section 871(m) Regulations, only an Exempt Note that has an expected economic return sufficiently similar to that of the underlying U.S. security based on tests set forth in the Section 871(m) Regulations, will be subject to the Section 871(m) withholding regime (making such security a "**Specified Note**"). Certain exceptions to this withholding requirement apply, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on a Specified Note or upon the date of maturity, lapse or other disposition of, the Specified Note. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified Note, withholding generally will still be required even if the Specified Note does not provide for payments explicitly linked to dividends. Additionally, the Issuer may withhold the full 30 per cent. tax on any payment on the Specified Notes in respect of any dividend equivalent arising with respect to such Specified Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a non-U.S. holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A non-U.S. holder may be able to claim a refund of any excess withholding provided the required information is timely furnished to the U.S. Internal Revenue Service. Refund claims are subject to U.S. tax law requirements and there can be no assurance that a particular refund claim will be timely paid or paid at all. If the Issuer or any withholding agent determines that withholding is required, neither

the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

The Section 871(m) Regulations will generally apply to Exempt Notes that meet the relevant tests and (a) for Exempt Notes that have a "delta" of one, are issued on or after January 1, 2017 and (b) for any other Exempt Notes, are issued on or after January 1, 2023. Delta is generally defined as the ratio of the change in the fair market value of a financial instrument to a small change in the fair market value of the number of shares of the underlying U.S. security. If the terms of an Exempt Note are subject to a "significant modification" (as defined for U.S. tax purposes), the Exempt Notes generally would be treated as retired and reissued on the date of such modification for purposes of determining, based on economic conditions in effect at that time, whether such Exempt Note is a Specified Note. Similarly, if additional Exempt Notes of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Exempt Notes out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Exempt Notes are Specified Notes as the date of such subsequent sale or issuance. Consequently, a previously out of scope Exempt Note might be treated as a Specified Note following such modification or further issuance.

In addition, payments on the Specified Notes may be calculated by reference to dividends on underlying U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities.

The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

The applicable Pricing Supplement will indicate whether the Issuer has determined that Exempt Notes are Specified Notes and will specify contact details for obtaining additional information regarding the application of Section 871(m) to Exempt Notes. A non-U.S. holder of Specified Notes should expect to be subject to withholding in respect of any dividend-paying U.S. securities underlying those Exempt Notes. The Issuer's determination is binding on non-U.S. holders of the Exempt Notes, but it is not binding on the IRS. The Section 871(m) Regulations require complex calculations to be made with respect to Exempt Notes linked to U.S. securities and their application to a specific issue of Exempt Notes may be uncertain.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Exempt Notes.

The Proposed Financial Transactions Tax

On February 14, 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transactions tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Exempt Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Exempt Notes where at least one party is a financial institution, and at least one party is established in a participating

Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of Exempt Notes are advised to seek their own professional advice in relation to the FTT.

Common Reporting Standard

Similar to sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, under the Organization for Economic Co-operation and Development's ("**OECD**") initiative for the automatic exchange of information, many countries have committed to automatic exchange of information relating to accounts held by tax residents of signatory countries, using a common reporting standard.

Canada is one of over 90 countries that has signed the OECD's Multilateral Competent Authority Agreement and Common Reporting Standard ("**CRS**"), which provides for the implementation of the automatic exchange of tax information. On December 15, 2016, legislation to implement the CRS in Canada was enacted, which, effective as of July 1, 2017, requires Canadian financial institutions to report certain information concerning certain investors resident in participating countries to the Canada Revenue Agency and to follow certain due diligence procedures. The Canada Revenue Agency then provides such information to the tax authorities in the applicable investors' countries of residence, where required under CRS. The UK Government has enacted legislation giving effect to the EU's implementation of CRS (contained in certain EU Council Directives) from January 1, 2016. Similar implementing legislation is expected to be introduced by other signatory countries to the CRS.

GENERAL INFORMATION

Authorisation

The Bank has obtained all necessary consents, approvals and authorisations for the establishment of the Programme and for the Bank to undertake and perform its obligations under the Programme Agreement and the Agency Agreement. The issue and sale of notes and securities contemplated hereunder are subject to approval by the Board of Directors or authorized officers of the Bank.

Clearing Systems

The Exempt Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The appropriate codes which will include the ISIN for each Tranche allocated by Euroclear and Clearstream, Luxembourg or any other agreed clearing system (including SIX SIS AG) will be contained in the applicable Pricing Supplement. Transactions will normally be effected for settlement not earlier than three days after the date of the transaction. The address of Euroclear is 1 Boulevard du Roi Albert II, B.1210, Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J.F. Kennedy, L-1855 Luxembourg.

No Material or Significant Change

Since October 31, 2020, the last day of the financial period in respect of which the most recent audited published consolidated financial statements of the Bank have been prepared, there has been no material adverse change in the prospects of the Bank and its subsidiaries taken as a whole.

Since July 31, 2021, the last day of the financial period in respect of which the most recent unaudited published interim consolidated financial statements of the Bank have been prepared, there has been no significant change in the financial performance or financial position of the Bank and its subsidiaries taken as a whole.

Legal and Arbitration Proceedings

There are no, nor have there been any governmental, legal or arbitration proceedings involving the Bank or any of its subsidiaries (including any such proceedings which are pending or threatened of which the Bank is aware) during the 12 months prior to the date of this Offering Circular, which may have, or have had individually or in the aggregate, a significant effect on the financial position or profitability of the Bank or the Bank and its subsidiaries taken as a whole.

As disclosed in Note 24 on page 206 of the 2020 Financial Statements, the Bank and its subsidiaries are party to legal proceedings, including regulatory investigations, in the ordinary course of business. While there is inherent difficulty in predicting the outcome of these proceedings, the Bank does not expect the outcome of any of these proceedings, individually or in the aggregate, to have a significant effect on the consolidated financial position or the results of operations of the Bank.

Auditors

The consolidated financial statements of the Bank as at and for the year ended October 31, 2020, prepared in accordance with IFRS, were audited in accordance with Canadian generally accepted auditing standards and the standards of the Public Company Accounting Oversight Board (United States) by KPMG LLP, Chartered Professional Accountants, Licensed Public Accountants who expressed an unqualified opinion and

an unmodified opinion thereon in their reports dated December 1, 2020. The address of KPMG LLP is set out on the last page hereof. KPMG LLP is independent with respect to the Bank (and its related entities) and has no material interest in the Bank. KPMG LLP is on the register of third country audit entities kept by the UK Financial Reporting Council in accordance with the European Union Commission Decision of January 29, 2011 (Decision 2011/30/EU).

Documents Available for Inspection

For the period of 12 months following the date of this Offering Circular and so long as any Exempt Notes remain outstanding, the following documents will, when published, be available for inspection:

(i) the Bank Act (being the charter of the Bank) and the by-laws of the Bank available at: https://www.bmo.com/main/about-bmo/corporate-governance/select-documents/;

(ii) this Offering Circular and any supplements thereto (save that Pricing Supplements (other than for ISM Notes) will only be available for inspection by a holder of such Note and such holder must product evidence satisfactory to the Bank and the Agent as to its holding of Notes and identity); and

(iii) the 2020 Financial Statements, 2020 MD&A, Third Quarter 2021 Interim Financial Statements and Third Quarter 2021 MD&A;

and copies thereof (and copies of the Agency Agreement) will also be available for inspection during normal business hours and upon reasonable notice at the specified office of the Agent in London, England and may be obtained from the Executive Offices of the Bank, 100 King Street West, 1 First Canadian Place, 10th Floor, Toronto, Ontario, Canada, M5X 1A1.

This Offering Circular may also be viewed on the website of the Regulatory News Service operated by the London Stock Exchange at http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html under the name of the Bank and the headline "Publication of Offering Circular".

Listing of Exempt Notes

Where permitted, Exempt Notes may be listed, or admitted to trading, as the case may be, on stock exchange(s) or market(s). Any Tranche of Notes which is to be admitted to trading on the ISM will be admitted separately upon submission of the applicable Pricing Supplement, subject to the issue of the relevant Global Note representing the Notes of that Tranche. The admission of the Programme in respect of such Notes to trading on the ISM is expected to be granted on or around November 5, 2021 for a period of 12 months.

Issue Price and Yield

The price and amount of Exempt Notes to be issued under the Programme will be determined by the Bank and the relevant Purchaser at the time of issue in accordance with prevailing market conditions.

The yield of each Tranche will be calculated on an annual or semi-annual basis using the relevant issue price at the relevant issue date. It is not an indication of future yield.

Post-issuance Information

Unless otherwise specified in the applicable Pricing Supplement, the Bank does not intend to provide any post-issuance information in relation to any issue of Exempt Notes.

Legal Entity Identifier (LEI)

The Legal Entity Identifier (LEI) of the Bank is NQQ6HPCNCCU6TUTQYE16.

Other relationships

Certain of the Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Bank and its affiliates in the ordinary course of business without regard to the Noteholders. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Bank and its affiliates.

Certain of the Dealers and their affiliates may have positions, deal or make markets in the Exempt Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Bank or any of its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their respective 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 without regard to the effect on the Bank's business or profitability, or to the Noteholders. Such investments and securities activities may involve securities and/or instruments of the Bank or the Bank's affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Bank routinely hedge their credit exposure to the Bank consistent with their customary risk management policies. Typically, such Dealers and their respective 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 Exempt Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Exempt Notes issued under the Programme. The Dealers and their respective 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.

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