

Credit Suisse International

(registered as an unlimited liability company in England and Wales under No. 2500199)

Asset Return Securities (Delta One Securities)

Pursuant to the Structured Products Programme

Under this Base Prospectus, Credit Suisse International (the "**Issuer**") may issue securities ("**Securities**") on the terms set out herein and in the relevant final terms document (the "**Final Terms**").

This document constitutes a base prospectus (the "**Base Prospectus**") prepared for the purposes of Article 5.4 of Directive 2003/71/EC (the "**Prospectus Directive**"). The Base Prospectus contains information relating to the Securities. The Base Prospectus shall be read in conjunction with the documents incorporated herein by reference (see the section entitled "Documents Incorporated by Reference").

This document has been filed with the Financial Services Authority in its capacity as competent authority under the UK Financial Services and Markets Act 2000 (the "**UK Listing Authority**") for the purposes of the Prospectus Directive. The Issuer has requested the UK Listing Authority to provide the competent authorities for the purposes of the Prospectus Directive in Ireland and Luxembourg with a certificate of approval in accordance with Article 18 of the Prospectus Directive attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive.

The final terms relevant to an issue of Securities will be set out in a relevant final terms document (the "**Final Terms**") which will be provided to investors and, where so required under the Prospectus Directive, filed with the UK Listing Authority and made available free of charge to the public at the registered office of the Issuer and at the offices of the relevant Distributors and Paying Agents. The relevant Final Terms in respect of an issue of Securities will specify if an application will be made for such Securities to be listed on and admitted to trading on a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC. Otherwise no application will be made for the Securities to be admitted to trading on any such regulated or equivalent market.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus.

Any person (an "**Investor**") intending to acquire or acquiring any Securities from any person (an "**Offeror**") should be aware that, in the context of an offer to the public as defined in section 102B of the Financial Services and Markets Act 2000 ("**FSMA**"), the Issuer may only be responsible to the Investor for this Base Prospectus under section 90 of FSMA if the Issuer has authorised the Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by the Issuer. If the Offeror is not so authorised by the Issuer, the Investor should check with the Offeror whether anyone is responsible for this Base Prospectus for the purposes of section 90 of FSMA in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, it should take legal advice. **Where information relating to the terms of the relevant offer required pursuant to the Prospectus Directive is not contained in this Base Prospectus or the relevant Final Terms, it will be the responsibility of the relevant Offeror at the time of such offer to provide the Investor with such information.** This does not affect any responsibility which the Issuer may otherwise have under applicable laws.

The credit ratings referred to in the Registration Document (which is incorporated by reference in this Prospectus) have been issued by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Moody's Investors Service and by Fitch Ratings Limited, each of which is established in the European Union and (as at the date hereof) has applied to be registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies.



Base Prospectus dated 11 January 2011

This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive for the purpose of giving information with regard to the Issuer and the Securities which, according to the particular nature of the Issuer and the Securities, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and of the rights attached to the Securities.

The Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer having taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

The previous paragraph should be read in conjunction with paragraph 8 on the first page of this Base Prospectus.

The delivery of this document at any time does not imply that any information contained herein is correct at any time subsequent to the date hereof.

The Issuer will not be providing any post issuance information in relation to the Securities. Where required pursuant to Article 16 of the Prospectus Directive, the Issuer will publish a supplement to this Base Prospectus.

In connection with the issue and sale of the Securities, no person is authorised to give any information or to make any representation not contained in the Base Prospectus or the relevant Final Terms, and the Issuer does not accept responsibility for any information or representation so given that is not contained within the Base Prospectus. Neither the Base Prospectus nor any Final Terms may be used for the purposes 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 and no action is being taken to permit an offering of the Securities or the distribution of the Base Prospectus or any Final Terms in any jurisdiction where any such action is required except as specified herein.

The distribution of this Base Prospectus and the offering or sale of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, such restrictions.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may be subject to U.S. tax law requirements. Subject to certain exemptions, the Securities may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons. A further description of the restrictions on offers and sales of the Securities in the United States or to U.S. persons is set out under "Selling Restrictions" in the Principal Base Prospectus.

TABLE OF CONTENTS

	Page
SUMMARY	4
DOCUMENTS INCORPORATED BY REFERENCE.....	9
RISK FACTORS	10
TERMS AND CONDITIONS	17
1. Certain Definitions	17
2. Redemption Amount or Settlement Amount.....	29
3. Outperformance Fees	30
4. Management Fees	32
5. Knock-Out Events	33
6. Early Redemption Amount	34
7. Issuer's Call Option	34
8. Securityholder's Put Option.....	34
9. Cash Distribution Amounts for Equity-linked Securities	35
10. Additional Disruption Events	42
11. Taxation.....	48
TAXATION	51
ADDITIONAL SELLING RESTRICTIONS	55
FORM OF FINAL TERMS	57

SUMMARY

This summary must be read as an introduction to this Base Prospectus and any decision to invest in Securities should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference. No civil liability in respect of this summary will attach to the Issuer in any Member State of the European Economic Area in which the relevant provisions of the Prospectus Directive have been implemented unless this summary, including any translation thereof, is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in such a Member State, the plaintiff may, under the national legislation of that Member State, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Description of the Issuer

Credit Suisse International (the "**Issuer**") was incorporated in England and Wales under the Companies Act 1985, with registered no. 2500199 as an unlimited liability company. Its registered office and principal place of business is at One Cabot Square, London E14 4QJ. The Issuer is an English bank and is regulated as an EU credit institution by The Financial Services Authority ("**FSA**") under the Financial Services and Markets Act 2000. The FSA has issued a scope of permission notice authorising the Issuer to carry out specified regulated investment activities.

The Issuer is an unlimited liability company and, as such, its shareholders have a joint, several and unlimited obligation to meet any insufficiency in the assets of the Issuer in the event of its liquidation. The joint, several and unlimited liability of the shareholders of the Issuer to meet any insufficiency in the assets of the Issuer will only apply upon liquidation of the Issuer. Therefore, prior to any liquidation of the Issuer, the Securityholders may only have recourse to the assets of the Issuer and not to those of its shareholders.

The Issuer commenced business on 16 July 1990. Its principal business is banking, including the trading of derivative products linked to interest rates, foreign exchange, equities, commodities and credit. The primary objective of the Issuer is to provide comprehensive treasury and risk management derivative product services. The Issuer has established a significant presence in global derivative markets through offering a full range of derivative products and continues to develop new products in response to the needs of its customers and changes in underlying markets.

Description of the Securities

The Securities may be issued in the form of Notes, Certificates or Warrants.

The initial principal (or notional) amount of the Securities (in the case of Notes and Certificates), the number of Securities (in the case of Warrants) and the issue price will be specified in the Final Terms or published once determined.

The Securities are "asset return" securities issued by the Issuer. The amount which will be paid to the Securityholder at maturity or on redemption or settlement (as applicable) is linked to the performance of one or more indices, shares, rates or commodities (each, an "**Underlying Asset**") specified in the Final Terms. Only where specified in the Final Terms will interest be payable.

If specified in the relevant Final Terms, the Securities may be redeemed early by the Issuer at its option (in relation to all Securities), or at the option of a Securityholder (in relation to the Securities held by that Securityholder) on certain dates specified in the Final Terms or, if an "American Style" Warrant, following exercise by the Securityholder on any Exercise Business Day during the Exercise Period. The Securities may also be redeemed early for reasons of default, the illegality of the Issuer's payment obligations or its hedging arrangements or in other circumstances described in the terms and conditions.

Application will, if so specified in the relevant Final Terms, be made to list the Securities on the stock exchange(s) specified in the Final Terms.

Redemption and Settlement

Redemption Amount

When the Securities mature or are exercised (in the case of Warrants), Securityholders will receive the Redemption Amount (in respect of Notes and Certificates) or Settlement Amount (in respect of Warrants), as set forth in the relevant Final Terms, and which may be any of the following amounts:

- (i) If:
- (a) "Redemption Option (a)" is specified as applicable in the relevant Final Terms:
- $$\text{Asset Level}_{i(F)}$$
- (b) "Redemption Option (b)" is specified as applicable in the relevant Final Terms:
- $$[\text{Asset Level}_{i(F)} + \text{Outperformance Fees (Accrued}_{i(O)}) - \text{Accrued Management Fees (Accrued}_{i(O)})] \times \text{Multiplier}_{i(O)}$$
- (c) "Redemption Option (c)" is specified as applicable in the relevant Final Terms:
- $$[(\text{Notional Amount} \times \text{Performance}) + \text{Outperformance Fees (Accrued}_{i(O)}) - \text{Accrued Management Fees (Accrued}_{i(O)})] \times \text{Multiplier}_{i(O)}$$
- (d) "Redemption Option (d)" is specified as applicable in the relevant Final Terms:
- $$[(\text{Notional Amount} \times \text{Performance}) + \text{Outperformance Fees (Accrued}_{i(P)}) - \text{Accrued Management Fees (Accrued}_{i(P)})] \times \text{Multiplier}_{i(O)}$$
- (ii) less Accrued Deductions and, to the extent specified as applicable in the relevant Final Terms, less certain other fees (as described below); and
- (iii) if specified as applicable in the relevant Final Terms, plus the potential for Cash Distribution Amounts.

Key defined terms used in Redemption Amount/Settlement Amount

(i) "Asset Level_{i(O)}", (ii) "Asset Level_{i(t)}" and (iii) "Asset Level_{i(F)}" means the index level, share price or commodity reference price, as the case may be, respectively, as (i) specified in the relevant Final Terms (or, if not so specified, on the relevant Initial Setting Date or the arithmetic average over the Initial Setting Dates), (ii) on any relevant day and (iii) the Final Valuation Date or the arithmetic average over the final averaging dates. If the relevant asset level is expressed in a currency different to the currency of the Securities, such price shall be converted into the currency of the Securities at the foreign exchange rate prevailing at that time (as specified in the relevant Final Terms or as determined by the Issuer).

(ii) "Multiplier_{i(O)}", (ii) "Multiplier_i", and (iii) "Multiplier_{i(F)}" means the number of units of the relevant Underlying Asset in effect on, respectively, (i) the Issue Date (or averaged over a number of days) as specified in the relevant Final Terms, (ii) on any relevant day and (iii) on the Final Valuation Date or the arithmetic average over the final averaging dates, in each case adjusted to reflect certain events (as more fully described in the terms and conditions) and, if "Re-investment of Dividends" is applicable to the Securities, dividends in respect of the Underlying Assets.

"Nominal Amount" means, in respect of any Security issued as a Certificate or a Warrant, and unless specified to the contrary in the relevant Final Terms:

- (a) in respect of Single Asset Securities:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

- (b) in respect of Asset Basket Securities:

$$\sum_{i=1}^n \text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

"Notional Amount" means the Specified Denomination (for Notes) or the Nominal Amount (for Certificates and Warrants).

"Performance" means:

(a) in respect of Single Asset Securities:

$$\frac{\text{Asset Level}_{i(F)}}{\text{Asset Level}_{i(O)}}$$

(b) in respect of Asset Basket Securities:

$$\frac{\sum_{i=1}^n \text{Asset Level}_{i(F)}}{\sum_{i=1}^n \text{Asset Level}_{i(O)}}$$

Outperformance Fees

If specified in the relevant Final Terms, the Redemption Amount or Settlement Amount otherwise payable shall include "Outperformance Fees", generally calculated as the product of (i) an Outperformance Notional Amount (which may be a particular Asset Level or Notional Amount of a Security, (ii) an Outperformance Percentage and (iii) a day count fraction, in each case as set forth in the relevant Final Terms, or it may simply be a flat amount (if so specified in the relevant Final Terms). With respect to Redemption Option (d) above, the Outperformance Fees will be calculated by aggregating the Outperformance Fee determined over certain calculation periods.

Management Fees

If specified in the relevant Final Terms, deductions from the Redemption Amount or Settlement Amount otherwise payable may be for "Management Fees", generally calculated as the product of (i) an Management Fee Notional Amount (which may be a particular Asset Level or Notional Amount of a Security), (ii) a Management Percentage and (iii) a day count fraction, in each case as set forth in the relevant Final Terms, or it may simply be a flat amount (if so specified in the relevant Final Terms).

Cash Distribution Amounts

If specified in the relevant Final Terms, the Securities carry an entitlement to receive, or an obligation to bear, "Cash Distribution Amounts", generally calculated by reference to share dividends, index dividends or other distributions declared or paid in respect of the underlying shares (or on shares included in the underlying index).

Accrued Deductions and other fees

Deductions from the Redemption Amount or Settlement Amount otherwise payable may be made on account of actual or notional accrued fees, costs or expenses, in respect of:

- Taxes
- Other Costs and Expenses

And for other fees, fees, costs or expenses, including (if specified in the relevant Final Terms):

- Licensing Fees
- Early Redemption Fees
- Commissions

Break Fees

If "Break Fees" are specified as applicable in the relevant Final Terms and the Redemption Date or Settlement Date (as applicable) falls before the Break Fee End Date, a deduction from the Redemption Amount or Settlement Amount otherwise payable shall be made where (A) the Securities are to be

redeemed as a result of the exercise of a Securityholder's Put Option or (B) the Securities are to be redeemed as a result of the occurrence of Knock-Out Event (unless the Issuer notifies the Securityholders otherwise). Break Fees may also be added in certain circumstances.

Non-business days, disruptions and adjustments

The full terms and conditions contain provisions dealing with non-business days, disruptions and adjustments that may affect each Underlying Asset and Asset Levels and the timing and calculations of payments under the Securities.

Risk Factors

Risks Relating to the Securities

Securities are obligations of the Issuer. Securityholders are exposed to the credit risk of the Issuer.

As the Securities are not principal protected, Securityholders are exposed to the performance of the relevant Underlying Asset(s) and will also bear the Accrued Deductions and possibly other fees and deductions, including break fees if so specified in the relevant Final Terms. The amount payable on redemption or maturity or expiry of the Securities may be significantly less than the issue price of the Securities and may even be zero. Securityholders should be prepared to lose the value of all or part of their investment.

Securities may be redeemed early if the terms of the Securities so provide. Any option of the Securityholder is exercisable only in respect of any Securities held by that Securityholder. Such options may only be exercisable on certain specified dates (as set out in the relevant Final Terms).

Call options of the Issuer may negatively impact their market value and investors may not be able to reinvest the redemption proceeds at an interest rate as high as the expected rate of return on the Securities being redeemed.

A secondary market for the Securities may not develop and may not be liquid. A decrease in liquidity may increase volatility which may reduce the value of Securities. Investors must be prepared to hold Securities until their redemption or expiry. The Issuer may, but is not obliged to, purchase Securities at any time at any price and may hold, resell or cancel them. The only way in which holders can realise value from a Security prior to its maturity or expiry (other than in the case of an American style Warrant) is to sell it at its then market price in the market, which may be less than the amount initially invested. The price in the market for a Security may be less than its issue price even though the value of the Underlying Asset(s) may not have changed since the issue date. If Warrants are exercised, the number of Warrants remaining will decrease, resulting in diminished liquidity for the remaining Warrants. Any secondary market price quoted by the Issuer may be affected by several factors including, without limitation, prevailing market conditions, credit spreads and the time to maturity.

If certain events occur in relation to an Underlying Asset and the Issuer determines that it is unable to make an appropriate adjustment to the terms of the Securities, the Issuer may redeem the Securities at their fair market value.

Where "Break Fees" are specified as applicable in the relevant Final Terms, the amount payable on an early redemption may be reduced by such Break Fees and the amount of such fees may be dependent on when the Securities are early redeemed.

Changes in market interest rates may adversely affect the value of fixed rate Securities and the rate of interest on floating rate Securities.

There will be a time lag between the exercise of Warrants by the Warrantholder and the determination of the Settlement Amount. The prices or levels of the relevant Underlying Assets could change significantly during such time and decrease the Settlement Amount or reduce it to zero.

In certain circumstances the Issuer may make adjustments to the terms of the Securities (including substituting Underlying Assets) or redeem or cancel them at their fair market value as determined by it without the consent of the Securityholders.

In making calculations and determinations, each of the Issuer and the Calculation Agent is required to act in good faith and in a commercially reasonable manner but does not have any obligations of agency or trust

for any investors and has no fiduciary obligations towards them. In particular the Issuer and its affiliated entities may have interests in other capacities (such as other business relationships and activities).

An investment in the Securities is not the same as an investment in the Underlying Assets or in the components of a relevant index or an investment which is directly linked to any of them. In particular, Securityholders will not receive any dividends or other distributions in respect of the Underlying Asset(s). If "Cash Distribution Amounts" is specified as applicable in the relevant Final Terms, Securityholders may be entitled to receive certain amounts calculated by reference to dividends or distributions paid or payable on the Underlying Assets.

The levels or prices of Underlying Assets (and of securities or other components comprised in an index) may go down or up. Such fluctuations may affect the value of the Securities. Furthermore, the levels or prices at any specific date may not reflect their prior or future performance or evolution. There can be no assurance as to the future performance or evolution of any Underlying Asset. The Securities may involve complex risks, including share price, credit, commodity, foreign exchange, interest rate, political, inflation and/or issuer risks.

If the Securities are linked to an Underlying Asset which involves emerging market countries there may be additional risks, including event, market, liquidity, regulatory, settlement and holder risks and investors should note that the risk of occurrence and the severity of the consequences of the matters described herein may be greater than they would otherwise be in relation to more developed countries.

The amount payable which is referable to an Underlying Asset to which "Jurisdictional Event" is specified to be applicable may be reduced if the value of the proceeds of the Issuer's and/or its affiliates' hedging arrangements in relation to that Underlying Asset are reduced as a result of various matters (each described as a Jurisdictional Event) relating to risks connected with the relevant country or countries specified in the Final Terms.

Where an Underlying Asset is an index (a "**Proprietary Index**") composed by the Issuer or one of its affiliates (the "**Index Creator**"), the rules of the index may be amended by the Index Creator. No assurance can be given that any such amendment would not be prejudicial to Securityholders. None of the Issuer, the Index Creator or the relevant publisher is obliged to publish any information regarding a Proprietary Index other than as stipulated in its rules. The Issuer and the Index Creator are affiliated entities and may face a conflict of interest between their obligations as Issuer and Index Creator, respectively, and their interests in another capacity.

Securities linked to commodity indices may perform substantially differently than the spot price of the underlying commodities (due to, among others, rollover gains/costs and the effect of rolling futures contracts) and are subject to increased price fluctuations based (among others).

Before making any investment decision with respect to the Securities, investors should consult their own financial or other advisers as they consider appropriate and carefully review and consider such an investment decision in the light of the foregoing and their personal circumstances. Potential Securityholders should consult their own tax advisers to determine the tax consequences of the purchase, ownership, transfer and redemption or enforcement of the Securities.

Risks Relating to the Issuer

The Issuer is exposed to a variety of risks that could adversely affect the Issuer's operations and/or financial condition, including liquidity risk, market risk, credit risk, risks from estimates and valuations, risks relating to off-balance sheet entities, cross-border and foreign exchange risk, operational risk, risk management, legal and regulatory risks, competition risks and risks relating to strategy.

The general risk management policy of the Issuer is consistent with equivalent functions of other Credit Suisse Group AG entities. The Issuer believes that it has effective procedures for assessing and managing risks associated with its business activities.

The Issuer cannot completely predict all market and other developments and the Issuer's risk management cannot fully protect against all types of risk.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents (except the documents incorporated by reference therein) which shall be deemed to be incorporated in, and form part of, this Base Prospectus, save that any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

1. Registration document dated 19 November 2010 relating to the Issuer that has been approved by the UK Listing Authority (the "**Registration Document**") (except the documents incorporated by reference therein).
2. Base Prospectus dated 1 July 2010 relating to the Issuer's Structured Products Programme for the issuance of Notes, Certificates and Warrants that has been approved by the UK Listing Authority (the "**Principal Base Prospectus**") except for the documents incorporated therein by reference, the Summary (pages 6 to 9 inclusive), the Risk Factors (pages 10 to 13 inclusive) and the Forms of Final Terms (pages 185 to 237 inclusive).
3. The following documents which have been filed with the UK Listing Authority and, where specified, with the U.S. Securities and Exchange Commission ("**SEC**") except for any documents incorporated therein by reference:
 - (i) Form 6-K of Credit Suisse Group AG filed with the SEC on 6 August 2010;
 - (ii) Form 6-K of Credit Suisse AG filed with the SEC on 6 August 2010;
 - (iii) 2010 Second Quarter Financial Report on Form 6-K of Credit Suisse AG dated 5 August 2010 which includes the Financial Report 1Q10 exhibited thereto, except that the information on pages 158-160 under "Investor Information" excluding the "Cautionary statement regarding forward looking information" is not incorporated by reference;
 - (iv) 2010 Second Quarter Financial Release on Form 6-K of Credit Suisse AG dated 23 July 2010 which includes the Financial Release 2Q10 exhibited thereto, except that the information on pages 124-126 under "Investor Information" is not incorporated by reference;
 - (v) 2010 First Quarter Financial Report on Form 6-K of Credit Suisse AG dated 7 May 2010 which includes the Financial Report 1Q10 exhibited thereto, except that the information on pages 148-150 under "Investor Information" is not incorporated by reference;
 - (vi) Form 6-K of Credit Suisse AG filed with the SEC on 3 May 2010;
 - (vii) Form 6-K of Credit Suisse AG filed with the SEC on 30 April 2010;
 - (viii) 2010 First Quarter Financial Release on Form 6-K of Credit Suisse AG dated 23 April 2010, except that the information on pages 118-120 under "Investor Information" is not incorporated by reference;
 - (ix) 2009 Annual Report on Form 20-F (the "**Annual Report**") of Credit Suisse AG, except that the information on pages 484-485 under "Investor Information" is not incorporated by reference; and
 - (x) 2008 Annual Report on Form 20-F of Credit Suisse AG, except that the information on pages 436-437 under "Investor Information" is not incorporated by reference.

Copies of this Base Prospectus will be available for inspection during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the offices of the Agents. In addition, copies of any document incorporated by reference in this Base Prospectus will be available free of charge during normal business hours on any business day (except Saturdays, Sundays and legal holidays) at the principal office of the Principal Paying Agent and at the registered office of the Issuer.

RISK FACTORS

The risk factors set out below should be read in addition to the risk factors set out on page 5 of the Registration Document and pages 469 to 475 (inclusive) of the Annual Report. Such risk factors are risk factors that are material to the Securities in order to assess the market risk associated with them or which may affect the Issuer's ability to fulfil its obligations under them.

This Base Prospectus identifies the information that an investor should consider prior to making an investment in Securities. The Issuer is acting solely in the capacity of an arm's length contractual counterparty and not as an investor's financial adviser or fiduciary in any transaction.

An investment in Securities is only suitable for investors who (either alone or in conjunction with an appropriate financial adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

Before making any investment decision with respect to Securities, investors should consult their own financial, tax or other advisers as they consider appropriate and carefully review and consider such an investment decision in the light of the following factors and their personal circumstances.

Credit Risk

Securities are obligations of the Issuer. Securityholders are exposed to the credit risk of the Issuer.

Return at Maturity

Securityholders should be aware that the Securities are not principal protected. Therefore Securityholders are exposed to the performance of the relevant Underlying Asset(s) and will also bear the Accrued Deductions and possibly other fees and deductions. If so specified in the relevant Final Terms, Securityholders may also bear break fees. The amount payable on redemption or maturity or expiry of the Securities may be significantly less than the issue price of the Securities and may even be zero. Securityholders should be prepared to lose the value of all or part of their investment.

Securities with a scheduled maturity date may also be redeemed early pursuant to such options if the terms of the Securities so provide. The option of the Issuer is exercisable in respect of all the Securities and the option of the Securityholder is exercisable only in respect of any Securities held by that Securityholder. The options can only be exercised on certain specified dates (as set out in the relevant Final Terms) and therefore Securityholders should be aware that they may be required to bear the financial risks of an investment in the Securities until at least the first of such dates.

Limited Liquidity

A secondary market for Securities may not develop and if one develops, may not be liquid. A decrease in liquidity may increase volatility which may reduce the value of Securities. Investors must be prepared to hold Securities until their redemption or expiry. The Issuer may, but is not obliged to, purchase Securities at any time at any price and may hold, resell or cancel them. The market for Securities may be limited. The only way in which holders can realise value from a Security prior to its maturity or expiry (other than in the case of an American style Warrant) is to sell it at its then market price in the market which may result in the holder receiving less than the amount initially invested and as little as zero. The price in the market for a Security may be less than its issue price even though the value of the Underlying Asset(s) may not have changed since the issue date. Any secondary market price quoted by the Issuer may be affected by several factors including, without limitation, prevailing market conditions, credit spreads and the time to maturity. To the extent that Warrants of a particular issue are exercised, the number of Warrants remaining outstanding will decrease, resulting in a diminished liquidity for the remaining Warrants.

Optional Redemption by the Issuer

Any call option of the Issuer in respect of the Securities (which are Notes or Certificates) may negatively impact their market value. During any period when the Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Securities when its cost of borrowing is lower than the interest rate on the Securities. 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 Securities being redeemed.

Where Securities are linked to one or more Underlying Assets, if certain events occur in relation to an Underlying Asset and it determines that it is unable to make an appropriate adjustment to the terms of the Securities, the Issuer may redeem the Securities at their fair market value.

Break Fees

If "Break Fees" are specified as applicable in the relevant Final Terms and the Redemption Date or Settlement Date (as applicable) falls before the Break Fee End Date and if (i) the Securities are to be redeemed as a result of the exercise of a Securityholder's Put Option pursuant to Condition 8 of the Asset Return Securities Terms or (ii) the Securities are to be redeemed as a result of the occurrence of Knock-Out Event pursuant to Condition 5 of the Asset Return Securities Terms (unless the Issuer notifies the Securityholders on or before the Redemption Date or Settlement Date (as applicable) that Break Fees shall not be payable), then the amount otherwise payable on redemption will be reduced by the Break Fees. Depending on the formula for the calculation of Break Fees as set out in the relevant Final Terms, the amount of Break Fees to be deducted from the amount otherwise payable on redemption may be dependent on when the Securities are early redeemed.

Interest Rate Risks

Where Securities bear interest at a fixed rate, subsequent changes in market interest rates may adversely affect the value of the Securities.

Where interest on Securities is subject to floating rates of interest that will change subject to changes in market conditions, such changes could adversely affect the rate of interest received on the Securities.

Currency Risk

Investors may be exposed to currency risks because (i) the Underlying Asset(s) may be denominated or priced in currencies other than the currency in which the Securities are denominated or (ii) the Securities and/or the Underlying Asset(s) may be denominated in currencies other than the currency of the country in which the investor is resident. The value of the Securities may therefore increase or decrease as a result of fluctuations in those currencies.

Warrants

Warrants involve complex risks which may include interest rate, share price, commodity, foreign exchange, inflation, time value and/or political risks. Investors should recognise that their Warrants may expire worthless. They should be prepared to sustain a total loss of the purchase price of the Warrants. This risk reflects the nature of a Warrant as an asset which, other factors held constant, tends to decline in value over time and which may become worthless when it expires. Assuming all other factors are held constant, the more a Warrant is "out-of-the-money" and the shorter its remaining term to expiration, the greater the risk that purchasers of such Warrants will lose all or part of their investment.

The risk of the loss of some or all of the purchase price of a Warrant upon expiration means that, in order to recover and realise a return upon the investment, a purchaser of a Warrant must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the Underlying Asset. With respect to European-style Warrants, the only way in which a holder can realise value from the Warrant prior to the Exercise Date in relation to such Warrant is to sell it as its then market price in an available secondary market.

The Settlement Amount determined in respect of any Warrants exercised at any time prior to expiration is typically expected to be less than the value that can be realised from the Warrants if such Warrants are sold at their then market price in an available secondary market at that time. The difference between the market price value and the determined Settlement Amount will reflect, among other things, a "time value" for the Warrants. The "time value" of the Warrants will depend partly upon the length of the period remaining to expiration and expectations concerning the value of the Underlying Asset(s), as well as by a number of other interrelated factors, including those specified herein.

Before exercising or selling Warrants, Warrant holders should carefully consider, among other things, (i) the trading price of the Warrants, (ii) the value and volatility of the Underlying Asset, (iii) the time remaining to expiration, (iv) the probable range of Settlement Amounts, (v) any change(s) in interim interest rates and relevant dividend yields, (vi) any change(s) in currency exchange rates, (vii) the depth of the market or liquidity of the securities comprised in any relevant equity index and (ix) any related transaction costs.

In the case of the exercise of Warrants, there will be a time lag between the giving by the Warrantholder of instructions to exercise and the determination of the Settlement Amount. It could be extended, particularly if there are limitations on the maximum amount of Warrants that may be exercised on one day. The prices or levels of the relevant Underlying Asset(s) could change significantly during such time lag and decrease the Settlement Amount or reduce it to zero.

If so indicated in the relevant Final Terms, the Issuer may limit the number of Warrants which may have the same Valuation Date (other than on the Expiration Date). In such event, the Valuation Date of Warrants forming the excess over the relevant maximum amount may be postponed.

Conflicts of Interest

In making calculations and determinations with regard to the Securities, there may be a difference of interest between the investors and the Issuer or Calculation Agent. Each of the Issuer and the Calculation Agent is required to act in good faith and in a commercially reasonable manner but does not owe any obligations of agency or trust to any investors and has no fiduciary obligations towards them. In particular, the Issuer and its affiliated entities may have interests in other capacities (such as other business relationships and activities).

Adjustments and Early Redemption or Cancellation

In certain circumstances the Issuer may make adjustments to the terms of the Securities (including substituting Underlying Assets) or redeem or cancel them at their fair market value as determined by it without the consent of the Securityholders.

General Risks relating to Securities linked to other Assets

Where the amounts of payments under the Securities are linked to the performance or evolution of shares (which may include index tracking shares), depositary receipts, equity indices, commodities, commodity indices, exchange rates, exchange rate indices, funds, inflation indices, interest rate indices, cash indices and/or other variables ("**Underlying Assets**") an investment in the Securities is not the same as an investment in any or all of the Underlying Assets or any securities comprised in a relevant equity index or an investment which is directly linked to any of them. If "Cash Distribution Amounts" is specified as applicable in the relevant Final Terms, Securityholders may be entitled to receive certain amounts calculated by reference to dividends or distributions paid or payable on the Underlying Assets, although it should be noted that such payments are payments made by the Issuer in respect of the Securities (rather than payments made by the issuer of the Underlying Asset in respect of any Underlying Asset).

The levels or prices of Underlying Assets (and of securities or other components comprised in an index) may go down as well as up throughout the term of the Securities. Such fluctuations may affect the value of the Securities. Furthermore, the levels or prices at any specific date may not reflect their prior or future performance or evolution. There can be no assurance as to the future performance or evolution of any Underlying Asset. Accordingly, before investing in the Securities, investors should carefully consider whether any investment linked to the relevant Underlying Assets is suitable for them.

The Securities may involve complex risks, which include, among other things, share price risks, credit risks, commodity risks, foreign exchange risks, interest rate risks, political risks, tax risks, inflation risks and/or issuer risks. If the Securities are linked to an Underlying Asset which involves emerging market countries there may be additional risks, including event, market, liquidity, regulatory, settlement and holder risks and investors should note that the risk of occurrence and the severity of the consequences of the matters described herein may be greater than they would otherwise be in relation to more developed countries.

The amount payable which is referable to an Underlying Asset to which "Jurisdictional Event" is specified to be applicable may be reduced if the value of the proceeds of the Issuer's hedging arrangements in relation to that Underlying Asset are reduced as a result of various matters (each described as a Jurisdictional Event) relating to risks connected with the relevant country or countries specified in the Final Terms.

Where the Underlying Asset is a basket of shares which includes depositary receipts, investors should consult the relevant deposit agreement for the rights attaching to those depositary receipts, which may be different from the rights attaching to the shares themselves. In particular, depositary receipts may not get the benefit of any dividend paid on the shares.

Where an Underlying Asset is an index (a "**Proprietary Index**") composed by the Issuer or one of its affiliates (the "**Index Creator**"), the rules of the index may be amended by the Index Creator. No assurance

can be given that any such amendment would not be prejudicial to Securityholders. The value of a Proprietary Index is published subject to the provisions in the rules of the index. None of the Issuer, the Index Creator or the relevant publisher is obliged to publish any information regarding such index other than as stipulated in the rules of the index. The Index Creator may enter into licensing arrangements with investors pursuant to which the investor in question can obtain further and more detailed information, such as the constituent stocks, against payment of licensing fees and typically subject to a time lag. It is expected that only large professional investors will enter into such licensing arrangements.

The Issuer and the Index Creator are affiliated entities and may face a conflict of interest between their obligations as Issuer and Index Creator, respectively, and their interests in another capacity. No assurance can be given that the resolution of such potential conflicts of interest may not be prejudicial to the interests of Securityholders.

The Securities may be linked to the performance of specific commodity indices. As a result of rollover gains/costs that have to be taken into account within the calculation of such indices and under certain market conditions, such indices may outperform or underperform the underlying commodities contained in such indices. Furthermore, the prices of the underlying commodities may be referenced by the price of the current futures contract or active front contract and rolled into the following futures contract before expiry. The price of the Securities during their lifetime and at maturity is, therefore, sensitive to fluctuations in the expected futures prices and can substantially differ from the spot price of the commodities. Commodities strongly depend on supply and demand and are subject to increased price fluctuations. Such price fluctuations may be based (among others) on the following factors: perceived shortage of the relevant commodity, weather damage, loss of harvest, governmental intervention or political upheavals.

Tax

The level and basis of taxation on the Securities and on the Securityholders and any reliefs from such taxation depend on the Securityholder's individual circumstances and could change at any time. This could have adverse consequences for Securityholders. Potential Securityholders should consult their own tax advisers to determine the specific tax consequences of the purchase, ownership, transfer and redemption or enforcement of the Securities.

Emerging Markets

An investment in the Securities may represent an investment in, among other things, emerging markets. Emerging Markets are located in countries that possess one or more of the following characteristics: a certain degree of political instability, relatively unpredictable financial markets and economic growth patterns, a financial market that is still at the development stage or a weak economy. Emerging markets investments usually result in higher risks such as event risk, political risk, economic risk, credit risk, currency rate risk, market risk, liquidity/gapping risk, regulatory/legal risk, trade settlement, processing and clearing risks and bondholder/shareholder risk as further described below.

Event Risk

On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial markets, including rapid movements in its currency, that will effect the value of securities in, or which relate to, that country. Furthermore, the price of any Share underlying the Equity-linked Securities, and in turn the Equity-linked Securities, and any income derived therefrom, or the level of any Index underlying the Equity Index-linked Securities, and in turn the value of the Equity Index-linked Securities, and any income derived therefrom can be effected by global events, including events (political, economic or otherwise) occurring in a country other than that in which the Securities are issued or traded.

Political Risk

Many emerging markets countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leaves them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic, or religious instability or changes in government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a turn away from a market-oriented economy. For Securityholders, the results may include confiscatory taxation, exchange controls, compulsory re-acquisition, nationalisation or expropriation of foreign-owned assets without adequate

compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on the price of any Share underlying the Equity-linked Securities, and in turn the value of Equity-linked Securities, and any income derived therefrom, or the level of any Index underlying the Equity Index-linked Securities, and in turn the value of Equity Index-linked Securities, and any income derived therefrom, linked to those countries.

Economic Risk

The economies of emerging markets countries are by their nature in early or intermediate stages of economic development, and therefore more vulnerable to rising interest rates and inflation. In fact, in many countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trade, and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from country to country. Businesses and governments in these countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging markets countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign Securityholders. Furthermore, many emerging markets countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well regulated. All of the above factors, among others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of the relevant Shares or Index linked to the Securities, and in turn the Securities, linked to a particular market.

Credit Risk

Emerging markets sovereign and corporate debt tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these countries are more likely to be unable to make timely coupon or principal payments, thereby causing the underlying debt or loan to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured (possibly in a Brady Bond-like arrangement) allowing for a more liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt, but also the market for all securities related to that company or country.

Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many debt securities are simply unrated and may already be in default or considered distressed. There is often less publicly available business and financial information about foreign issuers than those in developed countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging markets countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, US generally accepted accounting principles.

Currency Risk

The Securities may be denominated in currencies other than United States dollars, euro or pounds sterling. The weakening of a country's currency relative to the US dollar or other benchmark currencies will negatively affect the dollar value of an instrument denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. It is important to note that some countries have foreign exchange controls which may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency. Hedging can increase or decrease the exposure to any one currency, but may not eliminate completely exposure to changing currency values.

Market Risk

The emerging equity and debt markets of many emerging markets countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets securities and the terminology and conventions applicable to transactions in these markets.

Price volatility in many of these markets can be extreme. Price discrepancies can be common and market dislocation is not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These markets also might not have regulations governing manipulation and insider trading or other provisions designed to "level the playing field" with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets securities, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts.

Regulatory/Legal Risk

In emerging markets countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many countries have mature legal systems comparable to those of more developed countries, while others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign Securityholder would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. A Securityholder may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in foreign courts.

Trade Settlement, Processing and Clearing

Many emerging markets have different clearance and settlement procedures from those in more developed countries. For many emerging markets securities, there is no central clearing mechanism for settling trades and no central depository or custodian for the safe keeping of securities. Custodians can include domestic and foreign custodian banks and depositories, among others. The registration, recordkeeping and transfer of Securities may be carried out manually, which may cause delays in the recording of ownership. Where applicable, the Issuer will settle trades in emerging markets securities in accordance with the current market practice developed for such transactions by the Emerging Markets Traders Association ("**EMTA**"). Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market price of any Share underlying any Equity-linked Securities, and in turn the value of the Equity-linked Securities, may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets. In addition, Securityholders may be subject to operational risks in the event that Securityholders do not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which Securityholders may be subject by virtue of their activities with respect to emerging market securities.

Bondholder/Shareholder Risk

Rules in emerging markets countries regulating the ownership and corporate governance of companies (for example, requiring the disclosure of large ownership positions or governing tender offers by majority shareholders) may not exist or may provide little protection to bondholders and shareholders. Disclosure and reporting requirements in general, from annual and quarterly reports to prospectus content and delivery, may be minimal or non-existent. Antifraud and insider trading law is generally not very developed in many emerging markets countries. There may be no prohibitions or restrictions under local law on the ability of management to terminate existing business operations, sell or dispose of assets, or otherwise materially affect the value of the company without the consent of its shareholders. Antidilution protection may also be very limited. There may be no fiduciary duty, or a limited concept of fiduciary duty, on the part of management or the directors to the company or to the shareholders as a whole or minority shareholders. Remedies for violations of shareholders' rights may be difficult to obtain because of the absence of a system of derivative or class action litigation.

Where "Jurisdictional Event" is specified to be applicable, the amount payable under the Securities may be reduced if the value of the proceeds of the Issuer's hedging arrangements are reduced as a result of various matters (described as Jurisdictional Events) relating to risks connected with the relevant country or countries specified as Reference Jurisdictions, including, for example, in relation to Securities in respect of which the Kingdom of Saudi Arabia is specified as a Reference Jurisdiction, in order to ensure compliance with any limitations or other requirements imposed by the Capital Market Authority of the Kingdom of Saudi Arabia.

TERMS AND CONDITIONS

The Securities will be subject to the General Terms and Conditions and Asset Terms set out in the Principal Base Prospectus as specified in the relevant Final Terms and also to the following provisions (the "**Asset Return Securities Terms**"). In the case of a discrepancy or conflict with such General Terms and Conditions or Asset Terms, the following provisions shall prevail:

1. Certain Definitions

Terms not defined herein have the meanings given to such terms in the General Terms and Conditions or the Asset Terms.

"Accrued Deductions" means, in respect of the Final Valuation Date (or the Final Averaging Dates, if applicable) and each Security, an amount determined by the Issuer as the sum of (i) any Applicable Taxes and (ii) any Other Costs.

"Applicable Taxes" means an amount in the Specified Currency, in respect of each Security, equal to such Security's pro rata share of any taxes or duties associated with or incurred by the Issuer directly or through any hedging arrangements in connection with or arising as a result of redemption or maturity of the Securities, as determined by the Issuer in its sole and absolute discretion.

"Asset Basket Security" means any Commodity Basket Security, Commodity Index Basket Security, FX Index Basket Security, Index Basket Security, Inflation Index Basket Security, Interest Rate Index Basket Security, Share Basket Security or Multi-Asset Basket Security.

"Asset Level_{i(D)}" means, for the purpose of calculating any Borrowing Fees, Break Fees, Commissions, Early Redemption Fee, Licensing Fee, Management Fee or Outperformance Fee, the arithmetic average (rounded in accordance with the Rounding Convention) of the Asset Level_{i(t)} determined in respect of each day during the period from (and including) the relevant Fee Start Date to, but excluding, the date upon which the relevant Securities are redeemed, if such day is a Scheduled Trading Day (in the case where the Underlying Asset(s) is (or includes) an Index, a Commodity Index, an FX Index, an Interest Rate Index or a Share) and/or a Commodity Business Day (in the case where the Underlying Asset is (or includes) a Commodity). If the relevant day is not a Scheduled Trading Day (in the case where the relevant Underlying Asset is an Index, a Commodity Index, an FX Index, an Interest Rate Index or a Share) and/or a Commodity Business Day (in the case where the relevant Underlying Asset is a Commodity), then, in respect of the relevant Underlying Asset only, such day shall be the Scheduled Trading Day (in the case of an Index, a Commodity Index, an FX Index, an Interest Rate Index or a Share) and/or a Commodity Business Day (in the case of a Commodity) immediately preceding that day. Notwithstanding the foregoing, for the purposes of calculating Asset Level_{i(D)} for each day during the period from (and including) the Final Valuation Date (or, if Final Averaging Dates are specified, the last Final Averaging Date) to, but excluding, the date upon which the relevant Securities are redeemed in full, Asset Level_{i(t)} for each such day shall be the Index Level, Share Price, Commodity Reference Price, Commodity Index Level, FX Index level, Interest Rate Index level, or Inflation Index level (as the case may be) of Underlying Asset_i on the Final Valuation Date or the last Final Averaging Date (as the case may be).

"Asset Level_{i(F)}" means Asset Level_{i(t)} on the Final Valuation Date or, if Final Averaging Dates are specified in the Final Terms, the arithmetic average (rounded in accordance with the Rounding Convention) of Asset Level_{i(t)} on each of the Final Averaging Dates. If such level is expressed in a currency other than the Specified Currency such level shall be converted into the Specified Currency using FX Conversion Rate(t) in respect of such Final Valuation Date (or relevant Final Averaging Date).

"Asset Level_{i(O)}" means (i) the Asset Level_{i(O)} specified in the relevant Final Terms; or (ii) if Asset Level_{i(O)} is not so specified in the relevant Final Terms, the Index Level, Share Price, Commodity Reference Price, Commodity Index Level, FX Index level, Interest Rate Index level or Inflation Index level (as the case may be) of Underlying Asset_i on the Initial Setting Date or, if Initial Averaging Dates are specified in the Final Terms, the arithmetic average (rounded in accordance with the Rounding Convention) of the Index Levels, Share Prices, Commodities Reference Prices, Commodity Index Levels, FX Index levels, Interest Rate levels or Inflation Index levels (as the case may be) of Underlying Asset_i on each of the Initial Averaging Dates, in each case, as determined by the Issuer. If any such level is expressed in a currency other than the Specified Currency such level shall be converted into the Specified Currency using FX Conversion Rate(t) in respect of the Initial Setting Date or such Initial Averaging Date (as the case may be).

"Asset Level_{i(t)}" means, in respect of any Scheduled Trading Day or Commodity Business Day (as applicable) the Index Level, Commodity Index Level, FX Index level, Inflation Index level, Interest Rate

Index level, Share Price or Commodity Reference Price (as the case may be) of Underlying Asset, on such day. If such level is expressed in a currency other than the Specified Currency such level shall be converted into the Specified Currency using FX Conversion Rate(t) in respect of such Scheduled Trading Day or Commodity Business Day (as applicable).

"**Basket**" means in respect of any Commodity Basket Security, Commodity Index Basket Security, FX Index Basket Security, Index-Basket Security, Inflation Index Basket Security, Interest Rate Index Basket Security, Share-Basket Security or Multi-Asset Basket Security, the relevant basket of Underlying Assets specified in the relevant Final Terms.

"**Basket Level_(O)**" means, in respect of any Asset Basket Security, an amount determined by the Issuer in accordance with the following formula:

$$\frac{\sum_{i=1}^n \text{Asset Level}_{i(O)} \times \text{Ratio}_{i(O)}}{n}$$

"**Basket Level_(t)**" means, in respect of any Asset Basket Security as at any Scheduled Trading Date or Commodity Business Day (as applicable), an amount determined by the Issuer in accordance with the following formula:

$$\frac{\sum_{i=1}^n \text{Asset Level}_{i(t)} \times \text{Ratio}_{i(t)}}{n}$$

"**Borrowing Fee Calculation Period**" means, in respect of the relevant Underlying Asset, the period from (and including) the Borrowing Fee Start Date to (but excluding) the Borrowing Fee End Date.

"**Borrowing Fee Day Count Fraction**" means the applicable Fee Day Count Fraction specified as being the Borrowing Fee Day Count Fraction in respect of the relevant Underlying Asset in the relevant Final Terms.

"**Borrowing Fee End Date**" means, in respect of any Underlying Asset, the earlier of (i) the date specified as such in the relevant Final Terms and (ii) the relevant Redemption Date or Settlement Date (as applicable).

"**Borrowing Fee Notional Amount**" means, in respect of each Security and the relevant Underlying Asset:

- (i) if Borrowing Fee Option 1 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

- (ii) if Borrowing Fee Option 2 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(F)} \times \text{Multiplier}_{i(F)}$$

- (iii) if Borrowing Fee Option 3 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(D)} \times \text{Multiplier}_{i(D)}$$

- (iv) if Borrowing Fee Option 4 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, the amount specified as being the Borrowing Fee Notional Amount.

"**Borrowing Fee Percentage**" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Borrowing Fee Start Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Borrowing Fees" means, in respect of each Security:

- (i) in respect of Single Asset Securities, either:
 - (a) if "Accrued Borrowing Fee Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, an amount calculated in respect of the Borrowing Fee Calculation Period equal to the product of (i) the Borrowing Fee Notional Amount, (ii) the Borrowing Fee Percentage and (iii) the Borrowing Fee Day Count Fraction; or
 - (b) if a "Borrowing Fee Flat Amount" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, such Borrowing Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date, and
- (ii) in respect of Asset Basket Securities, the sum of the amounts determined pursuant to (ii)(a) or (ii)(b) below (as applicable) in respect of each Underlying Asset:
 - (a) if "Accrued Borrowing Fee Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, an amount calculated in respect of the Borrowing Fee Calculation Period equal to the product of (i) the Borrowing Fee Notional Amount, (ii) the Borrowing Fee Percentage and (iii) the Borrowing Fee Day Count Fraction; or
 - (b) if a "Borrowing Fee Flat Amount" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, such Borrowing Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.

"Break Fee Calculation Period" means, in respect of any Underlying Asset, the period from (and including) the Break Fee Start Date to (but excluding) the relevant Redemption Date or Settlement Date (as applicable) for the relevant Security.

"Break Fee Day Count Fraction" means the applicable Fee Day Count Fraction specified as being the Break Fee Day Count Fraction in respect of the relevant Underlying Asset in the relevant Final Terms.

"Break Fee End Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Break Fee Notional Amount" means, in respect of each Security and an Underlying Asset:

- (i) if Break Fee Option 1 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

- (ii) if Break Fee Option 2 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(F)} \times \text{Multiplier}_{i(F)}$$

- (iii) if Break Fee Option 3 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(D)} \times \text{Multiplier}_{i(D)}$$

- (iv) if Break Fee Option 4 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, the amount specified as being the Break Fee Notional Amount in respect of the Underlying Asset.

"Break Fee Percentage" means:

- (i) if "Fixed Break Fee Percentage" is specified as applicable in respect of an Underlying Asset, the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms; and
- (ii) if "Variable Break Fee Percentage" is specified as applicable in respect of an Underlying Asset in the relevant Final Terms, the percentage specified as such in respect of the relevant Underlying

Asset and in respect of the Break Fee Percentage Period in which the relevant Redemption Date or Settlement Date (as applicable) falls.

"Break Fee Percentage Period" means each period specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Break Fee Start Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Break Fees" means, in respect of each Security, following the exercise of an Issuer's Call Option pursuant to Condition 7 or following the exercise of a Securityholder's Put Option pursuant to Condition 8 or following the Issuer's election to redeem pursuant to Condition 5 of these Asset Return Securities Terms:

- (i) in the case of Single Asset Securities:
 - (a) if "Amortised Break Fee Percentage" is specified as applicable in the relevant Final Terms, an amount calculated in respect of the Break Fee Calculation Period equal to the product of (i) the Break Fee Notional Amount, (ii) the Break Fee Percentage and (iii) the Number of Years minus the Break Fee Day Count Fraction (where "Number of Years" means the number of years specified in the relevant Final Terms); or
 - (b) if "Break Fee Percentage" is specified as applicable in the relevant Final Terms, an amount equal to the product of (i) the Break Fee Notional Amount and (ii) the Break Fee Percentage; or
 - (c) if a "Break Fee Flat Amount" is specified as applicable in the relevant Final Terms, such Break Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.
- (ii) in the case of Asset Basket Securities the sum of the amounts determined pursuant to (ii)(a), (ii)(b) or (ii)(c) below (as applicable) in respect of each Underlying Asset:
 - (a) if "Amortised Break Fee Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, an amount calculated in respect of the Break Fee Calculation Period equal to the product of (i) the Break Fee Notional Amount, (ii) the Break Fee Percentage and (iii) the Number of Years minus the Break Fee Day Count Fraction, in each case, in respect of the relevant Underlying Asset (where "Number of Years" means the number of years specified in the relevant Final Terms); or
 - (b) if "Break Fee Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to the product of (i) the Break Fee Notional Amount and (ii) the Break Fee Percentage; or
 - (c) if a "Break Fee Flat Amount" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, such Break Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.

"Call Option Averaging Dates" means the dates specified as such in respect of the relevant Call Option Valuation Date in the relevant Final Terms.

"Call Option Valuation Dates" means the dates specified as such in the relevant Final Terms.

"Cash Distribution" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Cash Distribution Amount Accrual Rate" is a percentage and has the meaning given to it in Condition 3.1 of these Asset Return Securities Terms.

"Cash Distribution Amount Payment Date" has the meaning given to it in Condition 9.1 of these Asset Return Securities Terms.

"Commission Fixing Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Commission Percentage" means the Initial Commission Percentage or the Final Commission Percentage.

"Commissions" means:

- (i) in respect of each Single Asset Security, an amount equal to the sum of the Initial Commission Amount and the Final Commission Amount; and
- (ii) in respect of each Asset Basket Security, an amount equal to the sum of the Initial Commission Amount and the Final Commission Amount in respect of each Underlying Asset.

"Commodity Basket Security" means a Security relating to more than one specified Commodity.

"Commodity Index Basket Security" means a Security relating to more than one specified Commodity Index.

"Declared Cash Dividend" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Declared Cash Equivalent Dividend" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Distribution" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Dividend Amount" has the meaning given to it in Condition 9.1 of these Asset Return Securities Terms.

"Dividend FX Conversion Rate" has the meaning given to it in Condition 9.1 of these Asset Return Securities Terms.

"Dividend FX Determination Date" has the meaning given to it in Condition 9.1 of these Asset Return Securities Terms.

"Dividend Re-investment Amount" has the meaning given to it in Condition 9.5 of these Asset Return Securities Terms.

"Dividend Re-investment Percentage" has the meaning given to it in Condition 9.5 of these Asset Return Securities Terms.

"Early Redemption Fee Calculation Period" means, in respect of any Security and an Underlying Asset, the period from (and including) the Early Redemption Fee Start Date to (but excluding) the relevant Redemption Date or Settlement Date (as applicable) for such Security.

"Early Redemption Fee Day Count Fraction" means the applicable Fee Day Count Fraction specified as being the Early Redemption Fee Day Count Fraction in respect of the relevant Underlying Asset in the relevant Final Terms.

"Early Redemption Fee End Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Early Redemption Fee Notional Amount" means, in respect of each Security and an Underlying Asset:

- (i) if Early Redemption Fee Option 1 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to :

$$Asset\ Level_{i(O)} \times Multiplier_{i(O)}$$

- (ii) if Early Redemption Fee Option 2 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$Asset\ Level_{i(F)} \times Multiplier_{i(F)}$$

- (iii) if Early Redemption Fee Option 3 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$Asset\ Level_{i(D)} \times Multiplier_{i(D)}$$

- (iv) if Early Redemption Fee Option 4 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, the amount specified as being the Early Redemption Fee Notional Amount in respect of that Underlying Asset.

"Early Redemption Fee Percentage" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Early Redemption Fee Start Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Early Redemption Fees" means, in respect of each Security:

- (i) in the case of Single Asset Securities:
 - (a) if "Amortised Early Redemption Fee Percentage" is specified as applicable in the relevant Final Terms, an amount calculated in respect of the Early Redemption Fee Calculation Period equal to the product of (i) the Early Redemption Fee Notional Amount, (ii) the Early Redemption Fee Percentage and (iii) the Number of Years minus the Early Redemption Fee Day Count Fraction (where "Number of Years" means the number of years specified in the relevant Final Terms); or
 - (b) if an "Early Redemption Fee Flat Amount" is specified as applicable in the relevant Final Terms, such Early Redemption Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.
- (ii) in the case of Asset Basket Securities the sum of the amounts determined pursuant to (ii)(a) or (ii)(b) below (as applicable) in respect of each Underlying Asset:
 - (a) if "Amortised Early Fee Redemption Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, an amount calculated in respect of the Early Redemption Fee Calculation Period equal to the product of (i) the Early Redemption Fee Notional Amount, (ii) the Early Redemption Fee Percentage and (iii) the Number of Years minus the Early Redemption Fee Day Count Fraction, in each case, in respect of the relevant Underlying Asset (where "Number of Years" means the number of years specified in the relevant Final Terms); or
 - (b) if an "Early Redemption Fee Flat Amount" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, such Early Redemption Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.

The Early Redemption Fee will only apply if so specified in the relevant Final Terms and the relevant Security is redeemed by the Issuer as a result of the Issuer's exercise of the Issuer's Call Option on or prior to the Early Redemption Fee End Date.

"Ex-Dividend Date" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Failure to Publish" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Fee Calculation Period" means the Management Fee Calculation Period, the Licensing Fee Calculation Period, the Early Redemption Fee Calculation Period, the Break Fee Calculation Period, the Borrowing Fee Calculation Period and the Outperformance Calculation Period (as the case may be).

"Fee Day Count Fraction" means, in respect of the calculation of the Management Fee, the Licensing Fee, the Early Redemption Fee, the Break Fee, the Borrowing Fee and the Outperformance Fee, the Management Fee Day Count Fraction, the Licensing Fee Day Count Fraction, the Early Redemption Fee Day Count Fraction, the Break Fee Day Count Fraction, the Borrowing Fee Day Count Fraction and the Outperformance Fee Day Count Fraction in respect of any Fee Calculation Period (as the case may be):

- (i) if "**Actual/Actual**" or "**Actual/Actual – ISDA**" is specified in the relevant Final Terms, the actual number of days in the Fee Calculation Period in respect of which the calculation is being made divided by 365 (or, if any portion of that Fee Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Fee Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Fee Calculation Period falling in a non-leap year divided by 365);
- (ii) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the Fee Calculation Period in respect of which the calculation is being made divided by 365;
- (iii) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the Fee Calculation Period in respect of which the calculation is being made divided by 360;

- (iv) if "**30/360 (unadjusted)**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months without any adjustments);
- (v) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the relevant Final Terms, the number of days in the Fee Calculation Period in respect of which the calculation is being made divided by 360 calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Fee Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Fee Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Fee Calculation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Fee Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Fee Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Fee Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms, the number of days in the Fee Calculation Period in respect of which the calculation is being made divided by 360 calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Fee Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Fee Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Fee Calculation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Fee Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Fee Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Fee Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (vii) if "**30E/360 (ISDA)**" is specified in the relevant Final Terms, the number of days in the Fee Calculation Period in respect of which the calculation is being made divided by 360, calculated on a formula basis as follows:

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

where:

"**Y₁**" is the year, expressed as a number, in which the first day of the Fee Calculation Period falls;

"**Y₂**" is the year, expressed as a number, in which the day immediately following the last day included in the Fee Calculation Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first day of the Fee Calculation Period falls;

"**M₂**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Fee Calculation Period falls;

"**D₁**" is the first calendar day, expressed as a number, of the Fee Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Fee Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;

(viii) if "**Actual/Actual-ICMA**" is specified in the relevant Final Terms:

(a) if the Fee Calculation Period is equal to or shorter than the Fee Determination Period during which it falls, the number of days in the Fee Calculation Period divided by the product of (x) the number of days in such Fee Determination Period and (y) the number of Fee Determination Periods normally ending in any year; and

(b) if the Fee Calculation Period is longer than one Fee Determination Period, the sum of:

(x) the number of days in such Fee Calculation Period falling in the Fee Determination Period in which it begins divided by the product of (1) the number of days in such Fee Determination Period and (2) the number of Fee Determination Periods normally ending in any year; and

(y) the number of days in such Fee Calculation Period falling in the next Fee Determination Period divided by the product of (1) the number of days in such Fee Determination Period and (2) the number of Fee Determination Periods normally ending in any year;

where:

"**Fee Determination Period**" means the period from and including a Fee Determination Date in any year to but excluding the next Fee Determination Date; and

"**Fee Determination Date**" means the Management Fee Determination Date, the Licensing Fee Determination Date, the Break Fee Determination Date, the Borrowing Fee Determination Date and the Outperformance Fee Determination Date (as the case may be) and as such dates are specified as such in the relevant Final Terms.

"**Fee Notional Amount**" means the Management Fee Notional Amount, the Licensing Fee Notional Amount, the Early Redemption Fee Notional Amount, the Break Fee Notional Amount, the Borrowing Fee Notional Amount and the Outperformance Notional Amount (as the case may be).

"**Fee Start Date**" means the Borrowing Fee Start Date, the Break Fee Start Date, the Commission Fixing Date, the Early Redemption Fee Start Date, the Licensing Fee Start Date, the Management Fee Start Date or the Outperformance Fee Start Date (as the case may be).

"**Final Averaging Dates**" means the dates specified as such in the relevant Final Terms.

"**Final Commission Amount**" means, in respect of each Security and an Underlying Asset, an amount equal to the product of (i) the Final Commission Percentage in respect of the Underlying Asset and (ii) the Final Commission Notional Amount in respect of the Underlying Asset.

"**Final Commission Notional Amount**" means, in respect of each Security and an Underlying Asset:

- (i) if Final Commission Option 1 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

- (ii) if Final Commission Option 2 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(F)} \times \text{Multiplier}_{i(F)}$$

- (iii) if Final Commission Option 3 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(D)} \times \text{Multiplier}_{i(D)}$$

- (iv) if Final Commission Option 4 is specified in the relevant Final Terms as being applicable to the relevant Underlying Asset, the amount specified as being the Commission Notional Amount.

"Final Commission Percentage" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Final Valuation Date" means the date specified as such in the relevant Final Terms.

"FX Conversion Rate(t)" means, in respect of any Share Price or Commodity Reference Price, as the case may be, denominated in a currency (the **"Underlying Asset Currency"**) other than the Specified Currency, the exchange rate at which the Underlying Asset Currency is to be translated into the Specified Currency at or about the relevant date of determination, such exchange rate to be determined by the Issuer pursuant to the methodology specified in the relevant Final Terms, or if no methodology is so specified, determined by the Issuer in its sole discretion.

"FX Index Basket Security" means a Security relating to more than one specified FX Index.

"Gross Declared Cash Dividend" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Basket Security" means a Security relating to more than one specified Index.

"Index Coupon Accrual Rate" is a percentage and has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Coupon Amount" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Coupon FX Conversion Rate" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Coupon FX Determination Date" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Coupon Payment Date" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Currency" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Dividend Period" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Index Dividend Tax Jurisdiction" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Inflation Index Basket Security" means a Security relating to more than one specified Inflation Index.

"Interest Rate Index Basket Security" means a Security relating to more than one specified Interest Rate Index.

"Initial Commission Amount" means, in respect of each Security and an Underlying Asset, an amount equal to the product of (i) the Initial Commission Notional Amount in respect of the Underlying Asset and (ii) the Initial Commission Percentage, in respect of the Underlying Asset.

"Initial Commission Notional Amount" means, in respect of the relevant Underlying Asset, unless specified to the contrary in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

"Initial Commission Percentage" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Initial Setting Date" means, in respect of Underlying Asset_i, the date specified as such in the relevant Final Terms.

"Knock-Out Event" has the meaning given to such term in the relevant Final Terms.

"Knock-Out Event Date" means the date of occurrence of a Knock-Out Event.

"Knock-Out Percentage" means the percentage specified as such in the relevant Final Terms.

"Knock-Out Redemption Amount" means an amount equal to the Redemption Amount [or Settlement amount (as applicable)] where all references to the Final Valuation Date shall be deemed to be references to the Knock-Out Event Date, provided that, if Final Averaging Dates are specified with respect to the Securities, references to the Final Averaging Dates shall be deemed to be references to, at the election of the Issuer, (i) the Knock-Out Event Date or (ii) such other date or dates as are determined by the Issuer, acting in its sole discretion.

"Licensing Fee Annual Charge" means the amount, in respect of each Security and an Underlying Asset, specified as such in respect of the relevant Underlying Asset in the relevant Final Terms. If a Licensing Fee Annual Charge is not denominated in the Specified Currency, then such Licensing Fee Annual Charge shall be converted into the Specified Currency using Licensing Fee FX Conversion Rate as at the relevant Licensing Fee Annual Charge Determination Date.

"Licensing Fee Annual Charge Determination Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Licensing Fee Calculation Period" means in respect of the relevant Underlying Asset the period from (and including) the Licensing Fee Start Date to (but excluding) the Licensing Fee End Date.

"Licensing Fee Day Count Fraction" means the applicable Fee Day Count Fraction specified as being the Licensing Fee Day Count Fraction in respect of the relevant Underlying Asset in the relevant Final Terms.

"Licensing Fee End Date" means, in respect of any Underlying Asset, the earlier of (i) the date specified as such in the relevant Final Terms and (ii) the relevant Redemption Date or Settlement Date (as applicable).

"Licensing Fee FX Conversion Rate" means in respect of an Underlying Asset, the exchange rate to be determined by the Issuer pursuant to the methodology specified in respect of that Underlying Asset in the relevant Final Terms, or if no methodology is so specified, determined by the Issuer in its sole discretion.

"Licensing Fee Notional Amount" means in respect of each Security and an Underlying Asset:

- (i) if Licensing Fee Option 1 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

- (ii) if Licensing Fee Option 2 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(F)} \times \text{Multiplier}_{i(F)}$$

- (iii) if Licensing Fee Option 3 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, an amount equal to:

$$\text{Asset Level}_{i(D)} \times \text{Multiplier}_{i(D)}$$

- (iv) if Licensing Fee Option 4 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, the amount specified as being the Licensing Fee Notional Amount in respect of that Underlying Asset.

"Licensing Fee Percentage" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Licensing Fee Start Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Licensing Fees" means, in respect of each Security:

- (i) in respect of Single Asset Securities, either:
- (a) if "Accrued Licensing Fee Percentage" is specified as applicable in the relevant Final Terms, an amount calculated in respect of the Licensing Fee Calculation Period equal to the sum of:
- (A) the product of (i) the Licensing Fee Notional Amount, (ii) the Licensing Fee Percentage and (iii) the Licensing Fee Day Count Fraction; and
- (B) (i) the Licensing Fee Annual Charge multiplied by (ii) the Licensing Fee Day Count Fraction (expressed as a decimalised fraction and rounded up to the nearest integer) divided by the Number of Securities outstanding on the Issue Date; or
- (b) if a "Licensing Fee Flat Amount" is specified as applicable in the relevant Final Terms, such Licensing Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.
- (ii) in respect of Asset Basket Securities the sum of the amounts determined pursuant to (ii)(a) or (b) below (as applicable in respect of each Underlying Asset):
- (a) if "Accrued Licensing Fee Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, an amount calculated in respect of the Licensing Fee Calculation Period equal to the sum of:
- (A) the product of (i) the Licensing Fee Notional Amount, (ii) the Licensing Fee Percentage and (iii) the Licensing Fee Day Count Fraction; and
- (B) (i) the Licensing Fee Annual Charge multiplied by (ii) the Licensing Fee Day Count Fraction (expressed as a decimalised fraction and rounded up to the nearest integer) divided by the Number of Securities outstanding on the Issue Date; or
- (b) if a "Licensing Fee Flat Amount" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, such Licensing Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.

"Multi-Asset Basket Securities" means any Securities where the Underlying Assets include a combination of two or more of the following asset classes: Commodities, Commodity Indices, FX Indices, Indices, Inflation Indices, Interest Rate Indices and Shares.

"Multiplier Rounding Convention" means rounded upwards to eight decimal places unless specified otherwise in the relevant Final Terms.

"Multiplier_i" means, in respect of any Underlying Asset, and on any day the relevant number of units of such Underlying Asset specified in the relevant Final Terms as adjusted in accordance with the Asset Terms (as amended by these Asset Return Securities) in the Principal Base Prospectus or these Asset Return Securities Terms from time to time.

"Multiplier_{i(D)}" means, in respect of any Underlying Asset and the period from (and including) the Issue Date, to, but excluding, the date upon which the relevant Securities are redeemed in full, the arithmetic average (rounded in accordance with the Multiplier Rounding Convention) of Multiplier_i calculated in respect of each such day during the period.

"**Multiplier_{i(F)}**" means, in respect of any Underlying Asset, Multiplier *i* in effect on the Final Valuation Date or, if "Final Averaging Dates" are specified in the Final Terms, the arithmetic average (rounded in accordance with the Multiplier Rounding Convention) of Multiplier_{*i*} on each of the Final Averaging Dates.

"**Multiplier_{i(F)(O)}**" means, the amount calculated in accordance with the following:

$$\text{Multiplier}_{i(F)} / \text{Multiplier}_{i(O)}$$

"**Multiplier_{i(O)}**" means, in respect of any Underlying Asset, Multiplier_{*i*} in effect on the Issue Date as specified in the relevant Final Terms.

"**Multiplier_{i(t)}**" means, in respect of any Underlying Asset and any day, the Multiplier_{*i*} in effect on such day as adjusted in accordance with the Asset Terms (as amended by these Asset Return Securities) in the Principal Base Prospectus or these Asset Return Securities Terms from time to time.

"**n**" is equal to the number of Underlying Assets comprised in the Basket specified in the Final Terms.

"**Net Declared Cash Dividend**" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"**Non-Cash Distribution**" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"**Notional Amount**" means, in respect of Securities issued as Notes, the Specified Denomination and in respect of Securities issued as Certificates or Warrants, the Nominal Amount.

"**Nominal Amount**" means, in respect of any Security issued as a Certificate or a Warrant, unless specified to the contrary in the relevant Final Terms:

(a) in respect of Single Asset Securities:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

(b) in respect of Asset Basket Securities:

$$\sum_{i=1}^n \text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

"**Number of Securities**" means, as at any date, the Aggregate Notional Amount of the outstanding Securities divided by the Notional Amount (in respect of Notes and Certificates) or the Number of Securities specified in the relevant Final Terms (in the case of Warrants) less any Securities redeemed up to and including such date.

"**Other Costs**" means an amount in the Specified Currency, in respect of each Security, equal to such Security's pro-rata share of any costs or other expenses associated with or incurred by the Issuer directly or through any hedging arrangements in connection with or arising as a result of redemption or maturity of the Securities, as determined by the Issuer in its sole and absolute discretion.

"**Participation**" means the percentage so specified in the relevant Final Terms or, if such percentage is stated to be indicative, indicatively the percentage so specified in the Final Terms or such higher percentage as the Issuer shall determine in its sole and absolute discretion on the Initial Setting Date by reference to the then prevailing market conditions. If no percentage is specified in the relevant Final Terms (whether indicatively or otherwise) the "Participation" shall be deemed to be 100%.

"**Performance**" means an amount rounded in accordance with the Rounding Convention determined by the Issuer in accordance with the following formula:

(a) in respect of a Single-Share Security, a Single-Index Security, a Single-Commodity Security, a Single-Commodity Index Security, a Single-FX Index Security, a Single-Inflation Index Security or a Single-Interest Rate Index Security:

$$\frac{\text{Asset Level}_{i(F)}}{\text{Asset Level}_{i(O)}}$$

- (b) in respect of a Share Basket Security, an Index Basket Security, a Commodity Basket Security, a Commodity Index Basket Security, an FX Index Basket Security, an Inflation Index Basket Security, an Interest Rate Index Basket Security or a Multi-Asset Basket Security:

$$\frac{\sum_{i=1}^n \text{Asset Level}_{i(F)}}{\sum_{i=1}^n \text{Asset Level}_{i(O)}}$$

"Redemption Amount" has the meaning given to it in Condition 2 of these Asset Return Securities Terms.

"Redemption Date" means the date specified as such in the relevant Final Terms.

"Relevant Dividend" has the meaning given to it in Condition 9.2 of these Asset Return Securities Terms.

"Rounding Convention" means rounded upwards to four decimal places unless specified otherwise in the relevant Final Terms.

"Settlement Amount" has the meaning given to it in Condition 2 of these Asset Return Securities Terms.

"Share Basket Security" means a Security relating to more than one specified Share.

"Share Currency" is as defined in the relevant Final Terms.

"Share Dividend Period" has the meaning given to it in Condition 9.1 of these Asset Return Securities Terms.

"Single Asset Securities" means any Single-Commodity Securities, Single-Commodity Index Securities, Single-FX Index Securities, Single-Index Securities, Single-Inflation Index Securities, Single-Interest Rate Index Securities or Single-Share Securities.

"Single-Commodity Security" means a Security relating to a single specified Commodity.

"Single-Commodity Index Security" means a Security relating to a single specified Commodity Index.

"Single-FX Index Security" means a Security relating to a single specified FX Index.

"Single-Index Security" means a Security relating to a single specified Index.

"Single-Inflation Index Security" means a Security relating to a single specified Inflation Index.

"Single-Interest Rate Index Security" means a Security relating to a single specified Interest Rate Index.

"Single-Share Security" means a Security relating to a single specified Share.

"Specified Denomination" has the meaning given to it in the Final Terms.

"Underlying Asset" means the relevant Underlying Asset(s) as specified in the relevant Final Terms.

2. Redemption Amount or Settlement Amount

"Redemption Amount" or "Settlement Amount" means, in respect of each Security, an amount in the Specified Currency (rounded up to the nearest transferable unit of the Specified Currency) determined by the Issuer as being equal to the amount calculated in accordance with paragraphs (i) and (ii) below (subject as provided in the Final Terms):

(i) If:

- (a) "Redemption Option (a)" is specified as applicable in the relevant Final Terms, the amount calculated in accordance with the following formula:

$$\text{Asset Level}_{i(F)}$$

- (b) "Redemption Option (b)" is specified as applicable in the relevant Final Terms, the amount calculated in accordance with the following formula:

$$[\text{Asset Level}_{i(F)} + \text{Outperformance Fees (Accrued}_{i(O)}) - \text{Accrued Management Fees (Accrued}_{i(O)})] \times \text{Multiplier}_{i(O)}$$

- (c) "Redemption Option (c)" is specified as applicable in the relevant Final Terms, the amount calculated in accordance with the following formula:

$$[(\text{Notional Amount} \times \text{Performance}) + \text{Outperformance Fees (Accrued}_{i(O)}) - \text{Accrued Management Fees (Accrued}_{i(O)})] \times \text{Multiplier}_{i(O)}$$

- (d) "Redemption Option (d)" is specified as applicable in the relevant Final Terms, the amount calculated in accordance with the following formula:

$$[(\text{Notional Amount} \times \text{Performance}) + \text{Outperformance Fees (Accrued}_{i(P)}) - \text{Accrued Management Fees (Accrued}_{i(P)})] \times \text{Multiplier}_{i(O)}$$

- (ii) plus or minus the following items (subject as provided in the relevant Final Terms):

- (a) minus any Accrued Deductions;
- (b) plus or minus (as applicable) any other amounts to be added or deducted pursuant of the Asset Terms or these Asset Return Securities Terms;

- (iii) plus or minus the following items, if specified as applicable in the relevant Final Terms:

- (a) if "Borrowing Fees" are specified as applicable in the relevant Final Terms, minus any Borrowing Fees;
- (b) if "Licensing Fees" are specified as applicable in the relevant Final Terms, minus Licensing Fees;
- (c) if "Commissions" are specified as applicable in the relevant Final Terms, minus Commissions;
- (d) if "Early Redemption Fees" are specified as applicable in the relevant Final Terms and the relevant Security is redeemed by the Issuer as a result of the Issuer's exercise of the Issuer's Call Option pursuant to Condition 7.1 of these Asset Return Securities Terms on or prior to the Early Redemption Fee End Date, minus Early Redemption Fees;
- (e) if "Break Fees" are specified as applicable in the relevant Final Terms and the Redemption Date or Settlement Date (as applicable) falls before the Break Fee End Date:
- (I) minus any Break Fees if (A) the Securities are to be redeemed as a result of the exercise of a Securityholder's Put Option pursuant to Condition 8 of these Asset Return Securities Terms or (B) the Securities are to be redeemed as a result of the occurrence of Knock-Out Event pursuant to Condition 5 of these Asset Return Securities Terms (unless the Issuer notifies the Securityholders on or before the Redemption Date or Settlement Date (as applicable) that Break Fees shall not be payable); or
- (II) plus any Break Fees if the Securities are to be redeemed as a result of the exercise of an Issuer's Call Option pursuant to Condition 7.1 of these Asset Return Securities Terms or any Issuer's Clean Up Call Option pursuant to Condition 7.2 of these Asset Return Securities Terms.

3. **Outperformance Fees**

"**Outperformance Calculation Dates**" means the dates specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"**Outperformance Calculation Period**" means, in respect of the relevant Underlying Asset, the period from (and including) one Outperformance Calculation Date to (but excluding) the next following Outperformance Calculation Date except that (a) the initial Outperformance Calculation

Period will commence on, and include, the Outperformance Fee Start Date and (b) the final Outperformance Calculation Period will end on, but exclude, the Outperformance Fee End Date.

"Outperformance Day Count Fraction" means the applicable Fee Day Count Fraction specified as being the Outperformance Day Count Fraction in respect of the relevant Underlying Asset in the relevant Final Terms.

"Outperformance Fee End Date" means, in respect of any Underlying Asset the earlier of (i) the date specified as such in the relevant Final Terms and (ii) the relevant Redemption Date or Settlement Date (as applicable).

"Outperformance Fee Start Date" means the date specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

"Outperformance Fees" means, in respect of each Security:

- (i) in respect of Single Asset Securities:
 - (a) if "Accrued Outperformance Percentage" is specified as applicable in the relevant Final Terms, the aggregate of all amounts calculated in respect of each Outperformance Calculation Period equal to the product of:
 - (x) the Outperformance Notional Amount specified as such in the relevant Final Terms for the relevant Outperformance Calculation Period;
 - (y) the Outperformance Percentage specified as such in the relevant Final Terms for the relevant Outperformance Calculation Period; and
 - (z) the Outperformance Day Count Fraction,
 - (b) if a "Outperformance Flat Amount" is specified as applicable in the relevant Final Terms, such Outperformance Flat Amount divided by the Number of Securities outstanding on the Issue Date
- (ii) in respect of Asset Basket Securities, the sum of the amounts calculated pursuant to (ii)(a) or (ii)(b) below (as applicable) in respect of each Underlying Asset:
 - (a) if "Accrued Outperformance Percentage" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, the aggregate of all amounts calculated in respect of each Outperformance Calculation Period equal to the product of:
 - (x) the Outperformance Notional Amount;
 - (y) the Outperformance Percentage specified as such in the relevant Final Terms for the relevant Outperformance Calculation Period; and
 - (z) the Outperformance Day Count Fraction, in each case, in respect of the relevant Underlying Asset; or
 - (b) if a "Outperformance Flat Amount" is specified as applicable to the relevant Underlying Asset in the relevant Final Terms, such Outperformance Flat Amount divided by the Number of Securities outstanding on the Issue Date.

Notwithstanding the above, the relevant Final Terms may provide that in the case where the relevant Securities are to be redeemed following the exercise of the Issuer's Call Option pursuant to Condition 7, the exercise of a Securityholder's Put Option pursuant to Condition 8 or following redemption pursuant to Condition 5 of these Asset Return Securities Terms, either:

- (i) the Outperformance Fees shall be calculated on the basis that the Outperformance Fee End Date is the Outperformance Calculation Date immediately preceding the relevant Redemption Date or Settlement Date (as applicable); or
- (ii) no Outperformance Fees shall be calculated or taken into account in determining the Redemption Amount or Settlement Amount (as applicable) for the relevant Securities.

"Outperformance Fees (Accrued_{i(O)})" means, in respect of each Security, Outperformance Fees where:

- (i) Accrued Outperformance Percentage" is applicable to each Underlying Asset;
- (ii) if Outperformance Option 1 is applicable to each Underlying Asset (and, for such purpose, "*Multiplier_{i(O)}*" is deemed to equal 1)

"Outperformance Fees (Accrued_{i(P)})" means, in respect of each Security, Outperformance Fees where:

- (i) Accrued Outperformance Percentage" is applicable to each Underlying Asset;
- (ii) if Outperformance Option 1 is applicable to each Underlying Asset (and, for such purpose, "*Multiplier_{i(O)}*" is deemed to equal 1)

"Outperformance Notional Amount" means, in respect of each Security and the relevant Underlying Asset, either:

- (i) if Outperformance Option 1 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms an amount equal to:

$$\text{Asset Level}_{i(O)} \times \text{Multiplier}_{i(O)}$$

- (ii) if Outperformance Option 2 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms an amount equal to:

$$\text{Asset Level}_{i(F)} \times \text{Multiplier}_{i(F)}$$

- (iii) if Outperformance Option 3 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms an amount equal to:

$$\text{Asset Level}_{i(D)} \times \text{Multiplier}_{i(D)}$$

- (iv) if Outperformance Option 4 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms, the amount specified as being the Outperformance Fee Notional Amount;

- (v) if Outperformance Option 5 is specified as being applicable to the relevant Underlying Asset in the relevant Final Terms an amount equal to:

$$\text{Asset Level}_{i(P)}$$

where "**Asset Level_{i(P)}**" means, in respect of the relevant Outperformance Calculation Period, the Asset Level_{i(t)} in respect of the Valuation Date falling most recently prior to the end of such period, unless otherwise specified in the relevant Final Terms.

"Outperformance Percentage" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms.

4. **Management Fees**

"Management Fee Calculation Period" means the period from (and including) the Management Fee Start Date to (but excluding) the Management Fee End Date.

"Management Fee Day Count Fraction" means the applicable Fee Day Count Fraction specified as being the Management Fee Day Count Fraction in the relevant Final Terms.

"Management Fee End Date" means, in respect of any Security, the earlier of (i) the date specified as such in the relevant Final Terms and (ii) the relevant Redemption Date or Settlement Date (as applicable).

"Management Fee Notional Amount" means, in respect of each Security, any of the following (as specified in the relevant Final Terms):

- (i) if Management Fee Option 1 is specified as being applicable in the relevant Final Terms:
 - (a) in respect of Single Asset Securities:

$$Asset\ Level_{i(O)} \times Multiplier_{i(O)}$$

(b) in respect of Asset Basket Securities:

$$\sum_{i=1}^n AssetLevel_{i(O)} \times Ratio_{i(O)}$$

(ii) if Management Fee Option 2 is specified as being applicable in the relevant Final Terms:

(a) in respect of Single Asset Securities:

$$Asset\ Level_{i(F)} \times Multiplier_{i(F)}$$

(b) in respect of Asset Basket Securities:

$$\sum_{i=1}^n AssetLevel_{i(F)} \times Ratio_{i(F)}$$

(iii) if Management Fee Option 3 is specified as being applicable in the relevant Final Terms:

(a) in respect of Single Asset Securities:

$$Asset\ Level_{i(D)} \times Multiplier_{i(D)}$$

(b) in respect of Asset Basket Securities:

$$\sum_{i=1}^n AssetLevel_{i(D)} \times Ratio_{i(D)}$$

(iv) if Management Fee Option 4 is specified as being applicable in the relevant Final Terms, the amount specified as being the Management Fee Notional Amount.

"Management Fees (Accrued_{i(O)})" means, in respect of each Security, Management Fees where:

- (i) "Accrued Management Percentage" is applicable; and
- (ii) Management Fee Option 1 is applicable (and, for such purpose, "*Multiplier_{i(O)}*" is deemed to equal 1)

"Management Fee Percentage" means the percentage specified as such in the relevant Final Terms.

"Management Fee Start Date" means the date specified as such in the relevant Final Terms.

"Management Fees" means, in respect of each Security, either:

- (i) if "Accrued Management Fee Percentage" is specified as applicable in the relevant Final Terms, an amount calculated in respect of the Management Fee Calculation Period equal to the product of:
 - (x) the Management Fee Notional Amount,
 - (y) the Management Fee Percentage; and
 - (z) the Management Fee Day Count Fraction; or
- (ii) if a "Management Fee Flat Amount" is specified as applicable in the relevant Final Terms, such Management Fee Flat Amount divided by the Number of Securities outstanding on the Issue Date.

5. Knock-Out Events

If "Knock-Out Event" is specified as applicable in the relevant Final Terms the Issuer, following the occurrence of a Knock-Out Event (irrespective of whether the Knock-Out Event is then continuing),

the Issuer shall notify the Securityholders of such occurrence and, in such notice, specify the date fixed by it as the date at which the Securities are to be redeemed at the Knock-Out Redemption Amount, and redeem the Securities accordingly.

6. **Early Redemption Amount**

In determining the fair market value of each Security for the purposes of the General Terms and Conditions, the Asset Terms or these Asset Return Securities Terms, the Issuer shall have regard to all accrued (i) Management Fees, (ii) Licensing Fees, (iii) Early Redemption Fees, (iv) Commissions, (v) Accrued Deductions, (vi) Outperformance Fees, (vii) Borrowing Fees and (viii) Cash Distribution Amount Payments or Cash Distribution Amount Payments or Cash Distribution Amount Deductions or Cash Distribution Amount Deductions (as applicable) and amounts accrued thereon as at the due date for redemption.

7. **Issuer's Call Option**

- 7.1 If "Issuer Call Option" is specified as applicable in the Final Terms, the Issuer may, on giving not less than 7 Business Days' nor more than 120 days' irrevocable notice to the Securityholders in accordance with the General Conditions, designate the relevant Call Option Valuation Date specified in such notice as the Final Valuation Date, or, if Final Averaging Dates are specified in respect of the Securities, as the first Final Averaging Date, in respect of all of the Securities, provided that the Issuer may not designate a Final Valuation Date or first Final Averaging Date (as the case may be) pursuant to this Issuer call option earlier than the Call Option Valuation Date falling on or after the Call Option Start Date (as specified in the Final Terms). In such event, the Issuer shall redeem the Securities at their Redemption Amount on the Redemption Date in respect of that Final Valuation Date or in respect of the last Final Averaging Date (as the case may be).

If Final Averaging Dates are specified in respect of the Securities and the Issuer has designated a Call Option Valuation Date as the first Final Averaging Date pursuant to this Condition 7, the Final Averaging Dates in respect of the Securities shall be the Call Option Averaging Dates specified in the relevant Final Terms in respect of that Call Option Valuation Date.

- 7.2 If "Clean Up Call Option" is specified as applicable in the Final Terms, then upon the occurrence of a Clean Up Call Event, the Issuer may, by giving not less than one Business Day's irrevocable notice to the Securityholders in accordance with the General Conditions, designate the Call Option Valuation Date specified in such notice as the Final Valuation Date, or, if Final Averaging Dates are specified, as the first Final Averaging Date, in respect of all of the Securities. In such event, the Issuer shall redeem the Securities at their Redemption Amount on the Redemption Date in respect of that Final Valuation Date or in respect of the last Final Averaging Date (as the case may be).

For such purpose, "**Clean Up Call Event**" means the outstanding Notional Amount of the Securities at any time is less than the Clean Up Call Trigger Amount specified in the relevant Final Terms (for the avoidance of doubt, including due to the reduction in the outstanding aggregate notional amount of the Securities from time to time due to the purchase and cancellation of securities by the Issuer, if applicable)".

8. **Securityholder's Put Option**

If "Securityholder Put Option" is specified as applicable in the Final Terms, a Securityholder may, on giving not less than 7 Business Days' nor more than 120 days' irrevocable notice to the Issuer, designate the relevant Put Option Valuation Date specified in such notice as the Final Valuation Date or, if Final Averaging Dates are specified in respect of the Securities, as the first Final Averaging Date, in respect of any Security(ies) held by such Securityholder, provided that such Securityholder may not designate a Final Valuation Date or first Final Averaging Date (as the case may be) pursuant to this Securityholder Put Option earlier than the Put Option Valuation Date falling on or after the Put Option Start Date (as specified in the Final Terms). In such event, the Issuer shall redeem the relevant Security(ies) at their Redemption Amount on the Redemption Date in respect of that Final Valuation Date or in respect of the last Final Averaging Date (as the case may be) and, provided that if such Redemption Date falls before the Break Fee End Date, any accrued Break Fees shall be deducted from the amount otherwise payable as Redemption Amount as set forth in Condition 2 of these Asset Return Securities Terms.

To exercise such option the Securityholder must deposit such Security(ies) with any Paying Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent within the notice period. No Security(ies) so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

If Final Averaging Dates are specified in respect of the Securities and the Securityholder has designated a Put Option Valuation Date as the first Final Averaging Date in respect of any Security(ies) held by such Securityholder in accordance with this Condition 8, the Final Averaging Dates in respect of the relevant Security(ies) shall be the Put Option Averaging Dates specified in the relevant Final Terms in respect of that Put Option Valuation Date.

9. **Cash Distribution Amounts for Equity-linked Securities**

9.1 **Cash Distribution Amount Payments**

9.1.1 This Condition 9.1 applies if "Cash Distribution Amounts" is specified as being applicable in the relevant Final Terms relating to any Single-Share Securities, Share Basket Securities (or Multi-Asset Basket Securities (which include one or more Shares as an Underlying Asset)).

9.1.2 The Issuer shall on each Cash Distribution Amount Payment Date, in respect of each Security outstanding, pay an amount in the Specified Currency equal to the relevant Cash Distribution Amount Payment.

9.1.3 If "Cash Distribution Amount Accrual" is specified as applicable in the relevant Final Terms, the Issuer shall on the relevant Cash Distribution Amount Payment Date, in respect of each Security outstanding, pay an amount in respect of interest, which shall accrue daily (but, for the avoidance of doubt, shall not be compounded) on the Cash Distribution Amount Payment at the Cash Distribution Amount Accrual Rate from and including the date on which the relevant Dividend Amount is paid by the relevant Share Issuer to, but excluding, the relevant Cash Distribution Amount Payment Date.

9.1.4 In the case where "Gross Paid Amount" or "Net Paid Amount" is specified as applicable in the relevant Final Terms and the relevant Share Issuer declares a dividend in respect of such Share before the Redemption Date or Settlement Date (as applicable) but payment of such dividend is not scheduled to be made by the relevant Share Issuer until after the Redemption Date or Settlement Date (as applicable) then, for the purposes of this Condition 9.1, the dividend shall be deemed to have been paid on the date that it is declared and will be treated as such for the purpose of calculating any Cash Distribution Amount Payments, unless the Issuer determines (acting reasonably) that payment of such dividend may not be made by the relevant Share Issuer on or before the date on which it is scheduled to be made.

9.1.5 The Issuer shall be entitled to deduct from the Redemption Amount or Settlement Amount (as applicable) such amount as the Issuer reasonably determines to be equal to interest on an amount equal to any Cash Distribution Amount Payment that has been paid by the Issuer prior to the date on which the relevant Dividend Amount is paid by the relevant Share Issuer. Such interest shall accrue daily at the Cash Distribution Amount Accrual Rate from and including the relevant Cash Distribution Amount Payment Date to, but excluding, the date on which the relevant Dividend Amount is paid by the relevant Share Issuer (or, if the Redemption Date or Settlement Date (as applicable) falls prior to the date on which the relevant Dividend Amount is paid by the relevant Share Issuer, to, but excluding, the date determined by the Issuer (acting reasonably) to be the date on which such Dividend Amount will be paid by the relevant Share Issuer).

9.1.6 In this Condition 9.1, the following terms shall bear the following meanings:

"Cash Distribution Amount Accrual Rate" means the rate specified as such in the relevant Final Terms.

"Cash Distribution Amount Payment" means:

(a) in respect of Single Asset Securities, the product of:

- (x) the relevant Dividend Amount declared or paid (as the case may be) during the relevant Share Dividend Period;
 - (y) the Dividend Percentage; and
 - (z) if the relevant Dividend Amount is expressed in a currency other than the Specified Currency, the relevant Dividend FX Conversion Rate; and
- (b) in respect of Asset Basket Securities, the sum of the Underlying Coupon Payments in respect of each Underlying Asset, where "**Underlying Coupon Payment**" means, in respect of the relevant Underlying Asset, the product of:
- (x) the relevant Dividend Amount declared or paid (as the case may be) during the relevant Share Dividend Period;
 - (y) the relevant Dividend Percentage; and
 - (z) if the relevant Dividend Amount is expressed in a currency other than the Specified Currency, the relevant Dividend FX Conversion Rate.

"**Cash Distribution Amount Payment Date**", (i) if "Cash Distribution Amount Payment" is specified as applicable in the relevant Final Terms, such date or dates as may be specified in the relevant Final Terms, or if none are so specified, such date or dates as determined by the Issuer in its sole discretion, and (ii) if "Cash Distribution Amount Accrual" is specified in the relevant Final Terms, the Cash Distribution Amount Payment Date is the Redemption Date or Settlement Date (as applicable).

"**Dividend Amount**" means, in respect of each Underlying Asset, the Gross Record Amount, the Gross Ex Amount, the Gross Paid Amount, the Net Record Amount, the Net Ex Amount or the Net Paid Amount, as specified in the relevant Final Terms.

"**Dividend FX Conversion Rate**" means, in respect of each Underlying Asset, the exchange rate for conversion of the currency in which the Dividend Amount is denominated to the Specified Currency at or about the Dividend FX Determination Date, such exchange rate to be determined by the Issuer pursuant to the methodology specified in the relevant Final Terms, or if no methodology is so specified, determined by the Issuer in its sole discretion.

"**Dividend FX Determination Date**" means, in respect of each Underlying Asset, the date specified as such in the relevant Final Terms or, if no date is specified, the date determined by the Issuer in its sole discretion.

"**Dividend Percentage**" is the percentage specified in respect of the relevant Underlying Asset as such in the relevant Final Terms or, if no percentage is specified, the percentage determined by the Issuer in its sole discretion.

"**Gross Ex Amount**" means, in relation to a Dividend Amount, 100 per cent. of the gross cash dividend per Share declared by the relevant Share Issuer to holders of record of a Share (other than a dividend capable of leading to a Potential Adjustment Event) where the date that the Shares have commenced trading ex-dividend on the Exchange occurs during the relevant Share Dividend Period multiplied by the Multiplier_{i(t)} applicable to such Share.

"**Gross Paid Amount**" means, in relation to a Dividend Amount, 100 per cent. of the gross cash dividend per Share paid by the relevant Share Issuer (other than a dividend capable of leading to a Potential Adjustment Event) during the relevant Share Dividend Period to holders of record of a Share multiplied by the Multiplier_{i(t)} applicable to such Share.

"**Gross Record Amount**" means, in relation to a Dividend Amount, 100 per cent. of the gross cash dividend per Share declared by the relevant Share Issuer to holders of record of a Share (other than a dividend capable of leading to a Potential Adjustment Event) on any record date occurring during the relevant Share Dividend Period multiplied by the Multiplier_{i(t)} applicable to such Share.

Where "**gross cash dividend**" shall represent a sum before the withholding or deduction of taxes at the source by or on behalf of or as required by any applicable authority having

power to tax in respect of such a dividend, and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. For the avoidance of doubt, in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to the calculation of the "gross cash dividend" to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities.

"Net Ex Amount" means, in relation to a Dividend Amount, 100 per cent. of the net cash dividend per Share declared by the relevant Share Issuer to holders of record of a Share (other than a dividend capable of leading to a Potential Adjustment Event) where the date that the Shares have commenced trading ex-dividend on the Exchange occurs during the relevant Share Dividend Period multiplied by the Multiplier_{i(t)} applicable to such Share.

"Net Paid Amount" means, in relation to a Dividend Amount, 100 per cent. of the net cash dividend per Share paid by the relevant Share Issuer (other than a dividend capable of leading to a Potential Adjustment Event) during the relevant Share Dividend Period to holders of record of a Share multiplied by the Multiplier_{i(t)} applicable to such Share.

"Net Record Amount" means, in relation to a Dividend Amount, 100 per cent. of the net cash dividend per Share declared by the relevant Share Issuer to holders of record of a Share (other than a dividend capable of leading to a Potential Adjustment Event) on any record date occurring during the relevant Share Dividend Period multiplied by the Multiplier_{i(t)} applicable to such Share.

Where, **"net cash dividend"** shall represent a sum after the withholding or deduction of taxes at the source by or on behalf of or as required by any applicable authority having power to tax in respect of such a dividend. For these purposes (i) the relevant Final Terms shall specify the applicable withholding tax rate in respect of any dividends or, if no such rate is specified, the applicable withholding tax rate shall be determined by the Issuer in its sole discretion (and the Issuer may, but shall not be obliged to, select the withholding tax rate that applies to any payment of dividends of the relevant kind by the Share Issuer to the Issuer); and (ii) "net cash dividend" shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. For the avoidance of doubt, in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to the calculation of the "net cash dividend" to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities.

"Share Dividend Period" means the period(s) specified as such in the relevant Final Terms.

9.2 Cash Distribution Amounts for Equity Index-linked Securities

9.2.1 This Condition 9.2 applies if "Cash Distribution Amounts" is specified as being applicable in the relevant Final Terms relating to any Single-Index Securities or Index Basket Securities or Multi-Asset Basket Securities (which include one or more Indices as an Underlying Asset).

9.2.2 The Issuer shall on each Cash Distribution Amount Payment Date, in respect of each Security outstanding, pay an amount in the Specified Currency equal to the Cash Distribution Amount Payment.

9.2.3 If "Cash Distribution Amount Accrual" is specified as applicable in the relevant Final Terms, the Issuer shall on the relevant Cash Distribution Amount Payment Date, in respect of each Security outstanding, pay an amount in respect of interest, which shall accrue daily (but, for the avoidance of doubt, shall not be compounded) on the Cash Distribution Amount Payment at the Cash Distribution Amount Accrual Rate from and including the date on which the relevant Distribution is paid by the relevant Share Issuer to, but excluding, the relevant Cash Distribution Amount Payment Date. For the avoidance of doubt, if Cash

Distribution Amount Accrual is not specified as applicable in the relevant Final Terms, then no interest shall accrue and be payable on the Cash Distribution Amount.

9.2.4 The Issuer shall be entitled to deduct from the Redemption Amount or Settlement Amount (as applicable) such amount as the Issuer reasonably determines to be equal to interest on an amount equal to any Cash Distribution Amount Payment that has been paid by the Issuer prior to the date on which the relevant Distribution is made. Such interest shall accrue daily at the Cash Distribution Amount Accrual Rate from and including the relevant Cash Distribution Amount Payment Date to, but excluding, the date on which the relevant Distribution is made (or, if the Redemption Date or Settlement Date (as applicable) falls prior to the date on which the relevant Distribution is made, to, but excluding, the date determined by the Issuer (acting reasonably) to be the date on which such Distribution will be made).

9.2.5 In this Condition 9.2, the following terms shall bear the following meanings:

"Cash Distribution" means, in respect of any Share, any Distribution made or paid in cash and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon.

"Cash Distribution Amount Accrual Rate" means the rate specified as such in the relevant Final Terms.

"Cash Distribution Amount" means an amount in the Specified Currency, in respect of each Underlying Asset that is an Index, determined by the Issuer for each Index Dividend Period in accordance with the following formula:

$$\sum_t \sum_i \frac{n_{it} \times d_{it} \times P_i}{D_t}$$

where:

"**t**" means each day (each a "**Relevant Day_t**") in the relevant Index Dividend Period.

"**i**" means, in respect of each Relevant Day_t, each share (each a "**Share_i**") that is comprised in the Index on such Relevant Day_t.

"**n_{it}**" means, in respect of each Share_i and a Relevant Day_t, the number of shares relating to such Share_i comprised in the Index, as calculated and published by the Sponsor on such Relevant Day_t, subject to Failure to Publish.

"**d_{it}**" means, in respect of each Share_i and a Relevant Day_t:

- (a) if an Ex-Dividend Date in respect of such Share_i falls on such Relevant Day_t, an amount, converted into the Index Currency by the Issuer (acting in its sole discretion), equal to the Relevant Dividend in respect of such Share_i and such Relevant Day_t; or
- (b) otherwise, zero (0).

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

"**P_i**" means in respect of each Share_i, the Cash Distribution Amount Percentage for the Index Dividend Tax Jurisdiction in respect of that Share_i.

"Cash Distribution Amount Payment" means:

- (a) in respect of Single Asset Securities, the product of:
 - (x) the relevant Cash Distribution Amount; and

- (y) if the relevant Cash Distribution Amount is expressed in a currency other than the Specified Currency, the Cash Distribution Amount FX Conversion Rate on or about the Cash Distribution Amount FX Determination Date; and
- (b) in respect of Asset Basket Securities, the sum of the Underlying Index Payment in respect of each Underlying Asset that is an Index:

where

"Underlying Index Payment" means, in respect of each Underlying Asset, the product of (x) the relevant Cash Distribution Amount and (y) if the relevant Cash Distribution Amount is expressed in a currency other than the Specified Currency, the Cash Distribution Amount FX Conversion Rate on or about the Cash Distribution Amount FX Determination Date.

"Cash Distribution Amount FX Conversion Rate" means the exchange rate for conversion of the currency in which the Cash Distribution Amount is denominated to the Specified Currency at or about the Cash Distribution Amount FX Determination Date, such exchange rate to be determined by the Issuer pursuant to the methodology specified in the relevant Final Terms, or if no methodology is so specified, determined by the Issuer in its sole discretion.

"Cash Distribution Amount FX Determination Date" means the date specified as such in the relevant Final Terms or, if no date is specified, determined by the Issuer in its sole discretion.

"Cash Distribution Amount Payment Date", (i) if "Cash Distribution Amount Payment" is specified as applicable in the relevant Final Terms, such date or dates as specified in the relevant Final Terms or, if none are so specified, such date or dates as determined by the Issuer in its sole discretion, unless otherwise specified therein and (ii) if "Cash Distribution Amount Accrual" is specified in the relevant Final Terms, the Cash Distribution Amount Payment Date is the Redemption Date or Settlement Date (as applicable).

"Cash Distribution Amount Percentage" means (i) the percentage specified as such in respect of the relevant Index Dividend Tax Jurisdiction in the relevant Final Terms or (ii) if a methodology is specified in the relevant Final Terms, the percentage to be determined by the Issuer pursuant to the methodology so specified or (iii) or if no percentage or methodology is so specified, determined by the Issuer in its sole discretion.

"Declared Cash Dividend" means the Gross Declared Cash Dividend or the Net Declared Cash Dividend, as specified in respect of the relevant Underlying Asset and the relevant Index Dividend Tax Jurisdiction in the relevant Final Terms.

"Declared Cash Equivalent Dividend" means the Gross Declared Cash Equivalent Dividend or the Net Declared Cash Equivalent Dividend, as specified in respect of the relevant Underlying Asset and the relevant Index Dividend Tax Jurisdiction in the relevant Final Terms. If holders of record of Share_i may elect between receiving a Declared Cash Dividend or a Declared Cash Equivalent Dividend, the Issuer shall determine (in its sole and absolute discretion) whether the Distribution shall be deemed to be a Declared Cash Dividend or a Declared Cash Equivalent Dividend for the purposes of the Securities.

"Distribution" means in respect of each Share_i and each Relevant Day_t in an Index Dividend Period, any:

- (a) dividend and distribution of any kind and any other sum received in respect of such Share_i; and
- (b) right, share, money or other asset offered by way of redemption, bonus, option or otherwise in respect of such Share_i.

"Ex-Dividend Date" means in respect of a Relevant Dividend the date that Share_i is scheduled to commence trading ex-dividend on the primary exchange or quotation system for such Share_i, as determined by the Issuer.

"Failure to Publish" means, if, for the purposes of determining D_t or D_t on any Relevant Day_t, the Sponsor fails (for whatever reason including without limitation, an Index Disruption) to

calculate and publish the number of shares in respect of any Share_i or the Official Index Divisor, then the Issuer shall determine the number of shares in respect of such Share_i or the Official Index Divisor (as the case may be) in respect of such Relevant Day_t.

"Gross Declared Cash Dividend" means in respect of any Cash Distribution in respect of Share_i, 100 per cent. of the gross cash dividend per Share_i as declared by the issuer to holders of record of such Share_i where the Ex-Dividend Date falls on such Relevant Day_t and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. For the avoidance of doubt, in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to the calculation of the "Gross Declared Cash Dividend" to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities.

"Gross Declared Cash Equivalent Dividend" means in respect of any Non-Cash Distribution in respect of Share_i, an amount per Share_i being the cash value of 100 per cent. of the relevant Non-Cash Distribution declared by the issuer of such Share_i to holders of record of such Share_i where the Ex-Dividend Date falls on such Relevant Day_t (or, if no cash value is declared by the relevant issuer, the cash value of 100 per cent. of such Non-Cash Distribution as determined by the Issuer in its sole discretion) and shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. For the avoidance of doubt, in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to the calculation of the "Gross Declared Cash Equivalent Dividend" to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities.

"Index Currency" means the currency of the relevant Index.

"Index Dividend Period" is the period(s) specified as such in the relevant Final Terms.

"Index Dividend Tax Jurisdiction" means, in respect of a Share_i, the jurisdiction determined by the Issuer in its sole discretion.

"Net Declared Cash Dividend" means in respect of any Cash Distribution in respect of Share_i, an amount per Share_i as declared by the issuer of such Share_i where the Ex-Dividend Date falls on such Relevant Day_t, after the withholding, deduction or application of taxes at the source by or on behalf of any applicable authority having power to tax in respect of such Cash Distribution. For these purposes (i) the applicable tax rate in respect of any Cash Distribution shall be determined by the Issuer in its sole discretion (and, the Issuer may, but shall not be obliged to, select the applicable tax rate that applies in respect of the payment of the relevant Cash Distribution by the Share Issuer to the Issuer) and (ii) "Net Declared Cash Dividend" shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. For the avoidance of doubt, in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to the calculation of the "Net Declared Cash Dividend" to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities.

"Net Declared Cash Equivalent Dividend" means in respect of any Non-Cash Distribution in respect of Share_i, an amount per Share_i being the net cash value of the relevant Non-Cash Distribution declared by the issuer of such Share_i where the Ex-Dividend Date falls on such Relevant Day_t (or, if no cash value is declared by the relevant issuer, the net cash value of such Non-Cash Distribution as determined by the Issuer in its sole discretion) after the withholding, deduction or application at the source by or on behalf of any applicable authority having power to tax in respect of such Non-Cash Distributions. For these purposes (i) the applicable tax rate in respect of any Non-Cash Distribution shall be determined by the Issuer in its sole discretion (and the Issuer may, but shall not be obliged to, select the

applicable tax rate that applies in respect of the making of the relevant Non-Cash Distribution by the Share Issuer to the Issuer) and (ii) "Net Declared Cash Equivalent Dividend" shall exclude any imputation or other credits, refunds or deductions granted by any applicable authority having power to tax in respect of such dividend and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. For the avoidance of doubt, in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to the calculation of the "Net Declared Cash Equivalent Dividend" to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities.

"Non-Cash Distribution" means, in respect of any Share, a Distribution other than a Cash Distribution.

"Official Index Divisor" means on each Relevant Day_t the index divisor as calculated and published by the relevant Sponsor or if no such index divisor is published, such number as determined by the Issuer in its sole discretion.

"Relevant Dividend" means in respect of each Share_i and each Relevant Day_t in an Index Dividend Period:

- (a) the Declared Cash Dividend; and/or
- (b) the Declared Cash Equivalent Dividend,

excluding any Distributions in relation to which the Sponsor makes an adjustment to the Index. Where the Sponsor has adjusted the Index for part of a Distribution, this Relevant Dividend provision shall apply only to the unadjusted part.

9.3 Corrections

In the event that an Official Index Divisor or number of shares calculated and published by the Index Sponsor (or determined by the Issuer pursuant to the provisions above relating to "Failure to Publish") and utilised for any calculation or determination made in respect of the Securities is subsequently corrected (or, where there has been a Failure to Publish, published by the Index Sponsor) and the correction is published (or, where there has been a Failure to Publish, publication is made) by the Index Sponsor at any time following the original publication, the Issuer may notify Securityholders of that correction and the Issuer may either (as the Issuer may in its sole and absolute discretion decide) (i) adjust the Cash Distribution Amount or any amount payable under the Securities as it may, in its discretion, determine to be appropriate; or (ii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at an amount determined by the Issuer as representing their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem or cancel the Securities under the General Conditions for reasons of Illegality.

9.4 Dividend Recovery:

If: (i) the amount actually paid or delivered by a Share Issuer to holders of record of any Share in respect of any Distribution, Dividend Amount or Relevant Dividend declared by such issuer (a **"Declared Dividend"**) to holders of record of such Share is not equal to such Declared Dividend (a **"Dividend Mismatch Event"**); or (ii) such Share Issuer fails to make any payment or delivery in respect of such Declared Dividend on the relevant due date thereof, then the Issuer may (but shall not be obliged to) determine any appropriate adjustment to the terms of the Securities to account for such Dividend Mismatch Event or non-payment or non-delivery, as the case may be.

9.4 Re-investment of Dividends

9.5.1 If "Re-investment of Dividends" is specified as applicable to the Securities in the relevant Final Terms relating to any Single-Share Securities, Share Basket Securities (or Multi-Asset Basket Securities (which include one or more Shares as an Underlying Asset)), in relation to each Share Dividend Period, the Issuer shall adjust the Multiplier_{t(i)} in accordance with Condition 9.5.2 below in order to reflect the Dividend Re-investment Amount and no Cash

Distribution Amount Payment or interest thereon shall be payable in relation to the related dividend or distribution.

For the avoidance of doubt, no adjustment shall be required to be made to the Multiplier_{i(t)} pursuant to this Condition 9.5 for an Underlying Asset that is an Index.

For the purposes of this Condition 9.5:

"Dividend Re-investment Amount" means in respect of the relevant Underlying Asset, the product of (x) the relevant Dividend Amount declared or paid (as the case may be) during the relevant Share Dividend Period, (y) the relevant Dividend Re-investment Percentage and (z) if the relevant Dividend Amount is expressed in a currency other than the Specified Currency, the relevant Dividend FX Conversion Rate;

"Dividend Re-investment Percentage" means the percentage specified as such in respect of the relevant Underlying Asset in the relevant Final Terms or, if no percentage is specified, the percentage determined by the Issuer in its sole discretion; and

"Cash Distribution Amount Payment Date" means the date or dates specified in the relevant Final Terms or, if none are so specified, such date or dates as determined by the Issuer in its sole discretion.

- 9.5.2 If the Issuer is required to adjust the Multiplier_{i(t)} pursuant to Condition 9.5.1 above, such adjustment shall be effective as of the relevant ex-dividend date and shall be calculated in accordance with the following formula and rounded in accordance with the Multiplier Rounding Convention:

$$R_{i,t} = \left[\frac{P_{i,(t-1)}}{P_{i,(t-1)} - D_{i,t}} \right] \times R_{i,(t-1)}$$

Where:

"D_{i,t}" means the Dividend Re-investment Amount;

"P_{i,(t-1)}" means the observed Share Price of the relevant Share on the last cum dividend date;

"R_{i,t}" means the Multiplier_{i(t)} of the relevant Share on the relevant ex-dividend date; and

"R_{i,(t-1)}" means the Multiplier_{i(t)} of the relevant Share on the last cum dividend date.

Any adjustment to the Multiplier_{i(t)} shall take effect on and with effect from the relevant ex-dividend date.

- 9.5.3 For the avoidance of doubt, (i) in the case of a Capital Distribution or an Extraordinary Dividend, the Issuer shall be entitled to make such adjustments as it considers appropriate to Multiplier_{i(t)} to take into account the tax consequences of the Capital Distribution or Extraordinary Dividend (as the case may be) on any hedging arrangements that it has entered into in connection with the Securities and (ii) any adjustment made by the Issuer to the Multiplier_{i(t)} pursuant to this Condition 9.5 shall be without prejudice to the right of the Issuer to make adjustments pursuant to the Asset Terms (as amended by these Asset Return Securities Terms) in the Principal Base Prospectus or any other provision of these Asset Return Securities Terms.

10. Additional Disruption Events

- 10.1 Condition 2 of the Asset Terms for Equity-linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If a day in respect of which a Share Price is to be determined is not a Scheduled Trading Day or is a Disrupted Day for one or more Shares, such day may be deferred, brought forward or, in the case of a Disrupted Day, omitted in respect of either just the affected Shares or all of the Shares, as determined by the Issuer (as may be more particularly described in the Final Terms). In the case of a Disrupted Day, the Issuer may make its own determination of the relevant Share Price.

In addition, if there is a Loss of Stock Borrow, Potential Adjustment Event, a Merger Event, a Tender Offer, a Nationalisation, a Delisting, a Liquidation, an Additional Disruption Event or a change of Exchange in respect of a Share or a Share Issuer or any other event or circumstance that Issuer determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier_i, (b) the calculation of the relevant Share Price, (c) any amount calculated or payable under the Securities or (d) the timing or nature of any payment under the Securities, the Issuer may either (as the Issuer may in its sole and absolute discretion decide) (i) make such adjustment to (a) Multiplier_i, (b) the calculation of the relevant Share Price, (c) any amount calculated or payable under the Securities (which may include the substitution of a Share Issuer with another company or companies, irrespective of whether such company or companies are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its sole and absolute discretion, determine to be appropriate or (ii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at an amount determined by the Issuer as representing their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem or cancel the Securities under the General Conditions for reasons of Illegality.

Determinations by the Issuer pursuant to this Asset Term shall be made in good faith and in a commercially reasonable manner having regard to market practices. Such determinations shall, in the absence of manifest error, be conclusive and binding on Securityholders.

Where:

"Loss of Stock Borrow" means that the Issuer and/or any of its affiliates is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) Shares with respect to the Securities in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

"Maximum Stock Loan Rate" means the stock loan rate specified as such in the Final Terms.

- 10.2 Condition 2 of the Asset Terms for Equity Index-linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If a day in respect of which an Index Level is to be determined is not a Scheduled Trading Day or is a Disrupted Day for one or more Indices, such day may be deferred, brought forward or, in the case of a Disrupted Day, omitted in respect of either just the affected Indices or all of the Indices, as determined by the Issuer (as may be more particularly described in the Final Terms).

If there is an Index Disruption Event, an Additional Disruption Event, an Index Advisor Event, an Index Licence Event, an Index Advisor Insolvency Filing, a Loss of Stock Borrow, a Potential Index Adjustment Event or any other event or circumstance that Issuer determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier_i, (b) the calculation of the relevant Index Level, (c) any amount calculated or payable under the Securities or (d) the timing or nature of any payment under the Securities, the Issuer may (as the Issuer may in its sole and absolute discretion decide), (i) make its own determination of the relevant Index Level; (ii) make such adjustment to (a) Multiplier_i, (b) the calculation of the relevant Index Level, (c) any amount calculated or payable under the Securities (which may include the substitution of an Index with a different index or indices irrespective of whether such index or indices are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its sole and absolute discretion, determine to be appropriate or (iii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem the Securities under the General Conditions for reasons of an Illegality.

Determinations by the Issuer pursuant to this Asset Term shall be made in good faith and in a commercially reasonable manner having regard to market practices.

Where:

"Capital Distribution" means a distribution, issue or dividend to existing holders of the relevant Shares of (1) such Shares or (2) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of such Share Issuer equally or proportionately with such payments to holders of such Shares, or (3) share capital or other securities of another issuer acquired or owned (directly or indirectly) by such Share Issuer as a result of a spin-off or other similar transaction, or (4) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Issuer.

"Extraordinary Dividend" means, in respect of a Share, an amount specified or otherwise determined as provided in the Final Terms. If no Extraordinary Dividend is specified or otherwise determined as provided in the Final Terms, the characterisation of a dividend or portion thereof as an Extraordinary Dividend shall be determined by the Issuer.

"Index Advisor" means the entity specified as such in the relevant Final Terms or any successor thereto.

"Index Advisor Event" means the occurrence of any of the following events (in each case as determined by the Issuer) which is not (or cannot be) remedied within ten (10) calendar days after the day on which the Issuer determines or is notified, whichever is earlier, that such event has occurred or is occurring:

- (i) there has been any gross negligence or wilful misconduct of the Index Advisor in the performance of its obligations as Index Advisor or the failure by the Index Advisor to comply with or perform any material agreement or obligation, in each case, under any index advisory or management agreement in respect of the Index;
- (ii) the activities of the Index Advisor or any part of its business is the subject of a formal investigation by any regulatory body to whose rules it is subject for reason of any alleged wrongdoing or breach of regulation and such investigation has had or will have, in the reasonable opinion of the Issuer, a material adverse effect on the value of Securities;
- (iii) the Index Advisor loses any relevant licence or any regulatory authorisation revoked or removed for any reason; or
- (iv) the discharge by the Sponsor or the Index Advisor of its rights, powers, authorities and duties in respect of the Index under the Index rules (a) has or will become unlawful, illegal or otherwise prohibited or (b) has or will become impossible, commercially impracticable or unduly onerous to it as a result of a change in circumstances that are materially adverse to the Sponsor or the Index Advisor (as applicable).

"Index Advisor Insolvency Filing" means that the Issuer determines that the Index Advisor has instituted, or has had instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented by the Index Advisor shall not be an Insolvency Filing;

"Index Licence Event" means (i) any relevant licence obtained or maintained by the Issuer or any of its Affiliates relating to the Index or the Securities is revoked, ceases to have effect or is not renewed on expiry, (ii) the Issuer or any of its Affiliates becomes restricted from obtaining, maintaining or benefiting from any such licence for any reason (including, without limitation, a change to, or the application of, the terms of the relevant licence) or (iii) there is a material increase in the cost to the Issuer or any of its Affiliates of obtaining, maintaining or benefiting from any such licence (in each case, as determined by the Issuer).

"Loss of Stock Borrow" means that the Issuer is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any securities comprised in the relevant Index relating to such Securities in an amount which the Issuer deems necessary to hedge the risk of entering into and performing its obligations with respect to the Securities at a rate determined by the Issuer.

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

"Potential Index Adjustment Event" means (i) with respect to any Share Issuer any of the following events occur and (ii) the Issuer determines that the Sponsor has not made a corresponding adjustment to the Index to reflect such event (or the Issuer determines that the Sponsor has adjusted the Index but that such adjustment only partly reflects such event):

- (A) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event), or a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue;
- (B) a Capital Distribution;
- (C) the declaration or payment of an Extraordinary Dividend;
- (D) a call by it in respect of Shares that are not fully paid;
- (E) a repurchase by it or any of its subsidiaries of its Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (F) an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Share Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Issuer, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (G) any other event that may have a diluting or concentrating effect on the theoretical value of the relevant Shares.

"Shares" means any shares, securities or other instruments comprised in the Index.

"Share Issuer" means the issuer of the relevant Shares."

- 10.3 Condition 2 of the Asset Terms for Commodity-Linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If a day in respect of which a Commodity Reference Price is to be determined is not a Commodity Business Day or is a day on which a Market Disruption Event occurs or is continuing in relation to one or more Commodities, such day may be deferred, brought forward or, in respect of a day on which a Market Disruption Event occurs, omitted in respect of either just the affected Commodity or all of the Commodities, as determined by the Issuer (as may be more particularly described in the Final Terms). In the case of a Market Disruption Event, the Issuer may make its own determination of the relevant Commodity Reference Price.

In addition, if there is a Market Disruption Event in respect of a Commodity, an Additional Disruption Event, the Commodity Reference Price published by any Price Source is subsequently corrected in respect of a Commodity, or any other event or circumstance that the Issuer

determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier_i, (b) the calculation of the relevant Commodity Reference Price or (c) any amount calculated or payable under the Securities, the Issuer may either (as the Issuer may in its sole and absolute discretion decide) (i) make such adjustment to (a) Multiplier_i, (b) the calculation or definition of the relevant Commodity Reference Price or (c) any amount calculated or payable under the Securities (which may include the substitution of a Commodity with a different commodity or commodities (irrespective of whether such commodity or commodities are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its discretion, determine to be appropriate; or (ii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at an amount determined by the Issuer as representing their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem or cancel the Securities under the General Conditions for reasons of Illegality.

Determinations by the Issuer pursuant to this Asset Term shall be made in good faith and in a commercially reasonable manner having regard to market practices. Such determinations shall, in the absence of manifest error, be conclusive and binding on Securityholders. :

- 10.4 Condition 2 of the Asset Terms for Commodity Index-Linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If a day in respect of which a Commodity Index Level is to be determined is not a Scheduled Trading Day in respect of one or more Commodity Indices or one or more Components of any Commodity Index, such day may be deferred or brought forward in respect of either just the affected Commodity Index or all of the Commodity Indices, as determined by the Issuer (as may be more particularly described in the Final Terms).

In addition, if there is an Index Disruption Event, an Additional Disruption Event or any other event or circumstance that the Issuer determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier_i, (b) the calculation of the relevant Commodity Index Level, (c) any amount calculated or payable under the Securities or (d) the timing or nature of any payment under the Securities, the Issuer may either (as the Issuer may in its sole and absolute discretion decide) (i) make its own determination of the relevant Commodity Index Level; (ii) make such adjustment to (a) Multiplier_i, (b) the calculation of the relevant Commodity Index Level, (c) any amount calculated or payable under the Securities (which may include the substitution of a Commodity Index with a different index or indices (irrespective of whether such index or indices are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its discretion, determine to be appropriate; or (iii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at an amount determined by the Issuer as representing their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem or cancel the Securities under the General Conditions for reasons of Illegality.

Determinations by the Issuer pursuant to this Asset Term shall be made in good faith and in a commercially reasonable manner having regard to market practices. Such determinations shall, in the absence of manifest error, be conclusive and binding on Securityholders."

- 10.5 Condition 2 of the Asset Terms for FX Index-Linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If a day on which an FX Index level is to be determined is not a Scheduled Trading Day or is a Disrupted Day for one or more FX Indices, such day may be deferred, brought forward or, in the case of a Disrupted Day, omitted, in respect of either just the affected FX Indices or all the FX Indices, as determined by the Issuer (as may be more particularly described in the Final Terms).

In addition, if there is an Index Disruption Event, an Additional Disruption Event or any other event or circumstance that the Issuer determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier_i, (b) the calculation of the relevant FX Index level, (c) any amount calculated or payable under the Securities or (d) the timing or nature of any payment under the Securities, the Issuer may either (as the Issuer may in its sole and absolute discretion decide) (i) make its own determination of the relevant FX Index level; (ii) make such adjustment to (a) Multiplier_i, (b) the calculation or definition of the relevant FX Index level, (c) any amount calculated

or payable under the Securities (which may include the substitution of a FX Index with a different index or indices (irrespective of whether such index or indices are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its discretion, determine to be appropriate; or (iii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at an amount determined by the Issuer as representing their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem or cancel the Securities under the General Conditions for reasons of Illegality.

Determinations by the Issuer shall be made in good faith and in a commercially reasonable manner having regard to market practices. Such determinations shall, in the absence of manifest error, be conclusive and binding on Securityholders."

- 10.6 Condition 2 of the Asset Terms for Inflation Index-Linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If there is an Index Disruption Event or any other event or circumstance that the Issuer determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier, (b) the calculation of the level of the relevant Inflation Index, (c) any amount calculated or payable under the Securities or (d) the timing or nature of any payment under the Securities, the Issuer may (as the Issuer may in its sole and absolute discretion decide), (i) make its own determination of the level of the relevant Inflation Index; (ii) make such adjustment to (a) Multiplier, (b) the calculation of the level of the relevant Inflation Index, (c) any amount calculated or payable under the Securities (which may include the substitution of an Inflation Index with a different index or indices irrespective of whether such index or indices are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its sole and absolute discretion, determine to be appropriate; or (iii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem the Securities under the General Conditions for reasons of an Illegality.

Determinations by the Issuer pursuant to this Asset Term shall be made in good faith and in a commercially reasonable manner having regard to market practices. Such determinations shall, in the absence of manifest error, be conclusive and binding on Securityholders.

Where:

"Index Disruption Event" means, in respect of an Inflation Index, the occurrence of any of the following events: (i) non-publication of the level of the Inflation Index for two consecutive months; (ii) the Inflation Index is discontinued or, in the opinion of the Issuer, materially altered; (iii) the Inflation Index is no longer calculated or published by the Sponsor; (iv) the Inflation Index is rebased; (v) the Sponsor corrects the level of the Inflation Index within 30 days of publication to remedy a manifest error in its original publication."

- 10.7 Condition 2 of the Asset Terms for Interest Rate Index-Linked Securities in the Principal Base Prospectus shall be deleted and replaced by the following:

"If a day on which an Interest Rate Index level is to be determined is not a Scheduled Trading Day or is a Disrupted Day for one or more Interest Rate Indices, such day may be deferred, brought forward or, in the case of a Disrupted Day, omitted, in respect of either just the affected Interest Rate Indices or all of the Interest Rate Indices, as determined by the Issuer (as may be more particularly described in the Final Terms).

In addition, if there is an Index Disruption Event or an Additional Disruption Event or any other event or circumstance that the Issuer determines (in its sole and absolute discretion) would require an adjustment to (a) Multiplier, (b) the calculation of the relevant Interest Rate Index level, (c) any amount calculated or payable under the Securities or (d) the timing or nature of any payment under the Securities, the Issuer may (as the Issuer may in its sole and absolute discretion decide), (i) make its own determination of the relevant Interest Rate Index level; (ii) make such adjustment to (a) Multiplier, (b) the calculation of the relevant Interest Rate Index level, (c) any amount calculated or payable under the Securities (which may include the substitution of an Interest Rate Index with a

different index or indices irrespective of whether such index or indices are then currently used for the purposes of the calculation of amounts payable under the Securities) or (d) the timing or nature of any payment under the Securities, as it may, in its sole and absolute discretion, determine to be appropriate; or (iii) upon giving not less than one Business Day's notice to Securityholders in accordance with the General Conditions, redeem the Securities at their fair market value on such day as the Issuer shall select in its sole and absolute discretion. The Issuer may also make such adjustments if it would be entitled to redeem the Securities under the General Conditions for reasons of an Illegality.

Determinations by the Issuer pursuant to this Asset Term shall be made in good faith and in a commercially reasonable manner having regard to market practices. Such determinations shall, in the absence of manifest error, be conclusive and binding on Securityholders."

11. **Taxation**

Except as required by law, the Issuer is not liable for or otherwise obliged to pay, and the relevant Securityholder shall pay, any tax, duty, charges, withholding or other payment which may arise as a result of, or in connection with, the ownership, transfer, redemption or enforcement of any Security, including, without limitation, the payment of any amount thereunder. The Issuer shall have the right to withhold or deduct from any amount payable to the Securityholder, such amount as is necessary (i) for the payment of any such taxes, duties, charges, withholdings or other payments or (ii) for effecting reimbursement to the Issuer for any payment by it of any tax, duty, charge, withholding or other payment referred to in this Condition 11 of these Asset Return Securities Terms.

12. **Representations and Acknowledgements**

BY PURCHASING SECURITIES AS DESCRIBED IN CONDITION 12.1 OR 12.2 OF THESE ASSET RETURN SECURITIES TERMS BELOW (AS APPLICABLE), EACH SECURITYHOLDER AND EACH BENEFICIAL OWNER OF SUCH SECURITIES CONFIRMS THAT ALL OF THE FOLLOWING STATEMENTS WITH RESPECT TO, RESPECTIVELY, SUCH SECURITYHOLDER AND SUCH BENEFICIAL OWNER ARE TRUE AND CORRECT ON THE DATE OF PURCHASE THEREOF AND EACH DATE THEREAFTER WHILE THE SECURITIES ARE HELD BY SUCH HOLDER, AND ACKNOWLEDGES THAT THE ISSUER HAS RELIED ON SUCH CONFIRMATION IN ISSUING THE SECURITIES AND IN THEIR DISTRIBUTION:

- 12.1 Where the Securities are deemed to be Offshore Derivative Instruments ("**ODIs**") by virtue of being linked to any Indian Reference Underlyings (as defined below), the provisions in Conditions 12.1.1 and 12.2.2 of these Asset Return Securities Terms shall be deemed to apply:

12.1.1 The Securityholder represents and acknowledges that it:

- (i) is an entity regulated by an appropriate foreign regulatory authority as set out in the Regulation 15A of the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995, and notifications, circulars, rules and guidelines of the Securities and Exchange Board of India issued from time to time (collectively referred to as the "**FII Regulations**");
- (ii) is not:
 - (a) "a person resident in India" (as such term is defined in the Foreign Exchange Management Act, 1999, as amended or supplemented from time to time); or
 - (b) a "Non-Resident Indian" (as such term is defined in the Foreign Exchange Management (Deposit) Regulations 2000, as may be amended from time to time),(each a "**Restricted Entity**"); or
- (c) a person whose controller is a Restricted Entity; and
- (iii) has not offered, sold, transferred, delivered or otherwise disposed of or entered into any transactions referencing the Securities and will not offer, sell, transfer,

deliver or otherwise dispose of any Securities to or enter into any transactions referencing the Securities with any person in any such case directly, or indirectly:

- (a) within India; or
- (b) to (i) any Restricted Entity, (ii) any person whose controller is a Restricted Entity or (iii) an entity which is not "a person regulated by an appropriate foreign regulatory authority" as such term and/or requirements relating thereto are defined or otherwise interpreted for the purposes of Regulation 15A of the FII Regulations (an "**Unregulated Entity**").

For the purpose of this Condition 12.1 of these Asset Return Securities Terms:

"control" means the ability to appoint a majority or more of the directors of an entity, or the capacity to control decision-making, directly or indirectly, in relation to the financial, investment and/or operating policies of an entity in any manner.

"controller" means any person or group of persons (acting pursuant to any agreement or understanding (whether formal or informal, written or otherwise)) who:

- (a) is/are entitled to exercise, or control the exercise of a majority or more of the voting power of an entity, or
- (b) holds or is otherwise entitled to a majority or more of the economic interest in an entity, or
- (c) who in fact exercises control over an entity.

Notwithstanding the foregoing definitions, in the case only where an entity's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to be such entity's controller for the purposes of the representation above by reason only of it being able to control decision-making in relation to the entity's financial, investment and /or operating policies.

"Indian Reference Underlyings" means the securities held by the Issuer or any of its affiliates that are listed or proposed to be listed on any recognised stock exchange in India and/or as otherwise may be specified by the Securities and Exchange Board of India from time to time;

- 12.1.2 Each Securityholder and each beneficial owner of a Security described in Condition 12.1.1 of these Asset Return Securities Terms represents as a condition to purchasing or owning such Security or any beneficial interest therein that neither it nor any person for whose account or benefit the Security is being purchased (i) is a Restricted Entity or is located in India and (ii) has purchased the Security with the intent of circumventing or otherwise avoiding any requirements applicable under the FII Regulations (including, without limitation, any restrictions applying to foreign institutional investors in relation to their issuances and/or other dealings in ODIs with Restricted Entities and Unregulated Entities).

- 12.2 Where the Securities are linked to any Underlying Assets listed in Taiwan ("**Taiwanese Reference Underlyings**"), as a condition to purchasing or owning such Securities or any beneficial interest therein each Securityholder and each beneficial owner of a Security is deemed to:

- (i) represent that it is not funding all or part of its purchase of Securities linked to Taiwanese Reference Underlyings, whether directly or indirectly, from moneys financed by or sourced from Taiwan nor the People's Republic of China ("**PRC**") sources; and
- (ii) understand and acknowledge that the following categories of persons are not allowed to hold and trade such Securities:
 - (a) nationals of Taiwan or individuals known, or reasonably believed, to be representing the interests of Taiwanese citizens;
 - (b) nationals of the PRC or individuals known, or reasonably believed, to be representing the interests of PRC citizens;

- (c) individuals domiciled or companies incorporated in Taiwan or the PRC;
- (d) Taiwanese insiders intending to trade their companies' shares;
- (e) overseas companies beneficially owned or controlled by Taiwanese or PRC nationals; and
- (f) offshore personal investment companies of which any of those listed in the paragraphs (a) to (e) above is a beneficial owner.

TAXATION

The following summary of the withholding tax position in certain countries that may arise as a result of holding the Securities is based on current tax legislation and is intended only as general information for holders of the Securities. It does not relate to any other tax consequences unless otherwise specified. It is recommended that prospective investors consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding the Securities, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable. For the purposes of this Taxation Section, the disclosure replicates the taxation disclosure in the Principal Base Prospectus (pages 167 to 179 inclusive).

United Kingdom

Provided that the Issuer 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 Securities is paid in the ordinary course of its business within the meaning of section 878 of the Act, the Issuer will be entitled to make payments of interest under the Securities without withholding or deduction for or on account of United Kingdom income tax.

Payments of interest on the Securities may also be made without withholding or deduction for or on account of United Kingdom income tax if the Securities are listed on a "recognised stock exchange" within the meaning of section 1005 of the Act.

Interest on the Securities may also be paid without withholding or deduction for or on account of United Kingdom tax where interest on the Securities is paid to a person who belongs in the United Kingdom for United Kingdom tax purposes and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Securities is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HM Revenue & Customs have not given a direction (in circumstances where it has reasonable grounds to believe 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 Securities may also be paid without withholding or deduction for or on account of United Kingdom tax where the maturity of the Securities is less than 365 days.

In other cases, an amount must generally be withheld from payments of interest on the Securities issued by the Issuer on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Securityholder, HM Revenue & Customs can issue a notice to the Issuer to pay interest to the Securityholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

Securityholders who are individuals may wish to note that HM Revenue & Customs have power to obtain information (including the name and address of the beneficial owner of the interest) from any person in the United Kingdom who either pays interest to or receives interest for the benefit of an individual. HM Revenue & Customs also have power to obtain information from any person in the United Kingdom who pays amounts payable on the redemption of Security which are deeply discounted securities for the purposes of the Income Tax (Trading and Other Income) Act 2005 to, or receives such amounts for the benefit of, an individual. Such information may include the name and address of the beneficial owner of the amount payable on redemption. Any information obtained may, in certain circumstances, be exchanged by HM Revenue & Customs with the tax authorities of the jurisdiction in which the Securityholder is resident for tax purposes.

Luxembourg

The following provisions are only relevant if a paying agent has been appointed in Luxembourg and the terms and conditions contemplate the possibility of Securities being issued in definitive form and held outside a clearing system.

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual holders of Securities and to certain entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to individual holders of Securities and to certain entities, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Securities.

Taxation of Luxembourg non-residents

Under the Luxembourg laws dated 21 June 2005 implementing the European Council Directive 2003/48/EC (the "**Savings Directive**") and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union ("**EU**"), a Luxembourg-based paying agent (within the meaning of the Savings Directive) is required to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for the procedure of exchange of information or for the tax certificate procedure. The same treatment will apply to payments of interest and other similar income made to certain "residual entities" within the meaning of Article 4.2 of the Savings Directive established in a Member State or in certain EU dependent or associated territories (i.e., entities which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation, that are not UCITS recognised in accordance with the European Council Directive 85/611/EEC or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands and that have not opted to be treated as UCITS recognised in accordance with the European Council Directive 85/611/EEC). The withholding tax rate is currently 20 per cent., increasing to 35 per cent. as from 1 July 2011. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

Taxation of Luxembourg residents

In accordance with the law of 23 December 2005, as amended by the law of 17 July 2008, on the introduction of a withholding tax on certain interest payments on savings income, interest payments made by Luxembourg paying agents (defined in the same way as in the Savings Directive) to Luxembourg individual residents or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the European Council Directive 85/611/EEC or for the exchange of information regime) are subject to a 10 per cent. withholding tax.

EU Savings Directive

The following provisions are only relevant if a paying agent has been appointed in Austria or Luxembourg and the terms and conditions contemplate the possibility of Securities being issued in definitive form and held outside a clearing system.

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another member state details of payments of interest or other similar income paid by a paying agent within its jurisdiction to, or collected by such a person for, an individual resident in that other Member State; however for a transitional period, Austria and

Luxembourg will instead operate a withholding system in relation to such payments, unless the beneficiary of the interest payments elects for the exchange of information. The end of this transitional period depends on the conclusion of certain other agreements relating to exchange of information with certain other countries.

A number of non-EU countries, including Switzerland, ("**Third Countries**") and certain dependent or associated territories of certain Member States ("**Dependent and Associated Territories**"), have adopted similar measures in relation to payments of interest or other similar income paid by a paying agent within its jurisdiction to, or collected by such a person for, an individual resident in another Member State, or certain Third Country or Dependent and Associated Territories.

Investors should note that the European Commission adopted an amending proposal to the Directive, which, among other changes, seeks to extend the application of the Directive to (i) payments channelled through certain intermediate structures (whether or not established in a Member State) for the ultimate benefit of an EU resident individual, and (ii) a wider range of income similar to savings income. Further developments in this respect should be monitored on a continuing basis, since no certainty exists over whether and when the proposed amendments to the Directive will be implemented. Investors who are in any doubt as to their position should consult their professional advisors.

United States Legislation Affecting Securities Held Through Foreign Accounts

Under the United States "Hiring Incentives to Restore Employment Act" (the "**HIRE Act**"), a 30% withholding tax is imposed by the United States on "withholdable payments" made to foreign financial institutions (and their more than 50% affiliates) unless the payee foreign financial institution agrees, among other things, to disclose the identity of any U.S. individual with an account at the institution (or the institution's affiliates) and to annually report certain information about such account. "Withholdable payments" include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income ("**FDAP**"), in each case, from sources within the United States, as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the United States. The HIRE Act also requires withholding agents making withholdable payments to certain foreign entities that do not disclose the name, address, and taxpayer identification number of any substantial U.S. owners (or certify that they do not have any substantial United States owners) to withhold tax at a rate of 30%. We will treat payments on the securities as withholdable payments for these purposes.

Withholding under the HIRE Act will apply to all withholdable payments without regard to whether the beneficial owner of the payment is a U.S. person, or would otherwise be entitled to an exemption from the imposition of withholding tax pursuant to an applicable tax treaty with the United States or pursuant to U.S. domestic law. Unless a foreign financial institution is the beneficial owner of a payment, it will be subject to refund or credit in accordance with the same procedures and limitations applicable to other taxes withheld on FDAP payments provided that the beneficial owner of the payment furnishes such information as the IRS determines is necessary to determine whether such beneficial owner is a United States owned foreign entity and the identity of any substantial United States owners of such entity. Generally, the HIRE Act's withholding and reporting regime will apply to payments made after December 31, 2012. Thus, if an Investor holds securities through a foreign financial institution or foreign corporation or trust, a portion of any of its payments made after December 31, 2012 may be subject to 30% withholding.

United States Legislation Affecting Dividend Equivalent Payments

The HIRE Act treats a "dividend equivalent" payment as a dividend from sources within the United States. Under the HIRE Act, unless reduced by an applicable tax treaty with the United States, such payments generally would be subject to U.S. withholding tax. Where the securities reference an

interest in a single stock, a basket of stocks, an index, or a basket of indices that may provide for the payment of dividends from sources within the United States, it is uncertain whether the Internal Revenue Service would determine that payments under such securities are substantially similar to a dividend equivalent. If the Internal Revenue Service determines that a payment is substantially similar to a dividend equivalent, it may be subject to U.S. withholding tax, unless reduced by an applicable tax treaty.

ADDITIONAL SELLING RESTRICTIONS

Austria

The Securities have not and will not be offered to the public in Austria, except that an offer of the Securities may be made to the public in Austria:

- (a) if the following conditions have been satisfied:
 - (i) the Prospectus, including any supplements but excluding any relevant Final Terms, in relation to those Securities issued by the Issuer, which has been approved by Finanzmarktaufsichtsbehörde in Austria (the “FMA”) or, where appropriate, approved in another Member State and notified to the FMA, all in accordance with the Prospectus Directive, has been published at least one Austrian banking business day prior to the commencement of the relevant offer;
 - (ii) the applicable Final Terms for the Securities have been published on or prior to the date of commencement of the relevant offer; and
 - (iii) a notification with Oesterreichische Kontrollbank, all as prescribed by the Capital Market Act 1991 (Kapitalmarktgesetz 1991), as amended (the “CMA”), has been filed at least one Austrian banking business day prior to the commencement of the relevant offer; or
- (b) otherwise in compliance with the CMA.

For the purposes of this provision, the expression “an offer of the Securities to the public” means the communication to the public in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities.

France

An offer of Securities to the public in France may only be made in the period beginning on the date of notification to the *Autorité des marchés financiers* (“AMF”) of the approval of this Base Prospectus by the competent authority of a member state of the European Economic Area, other than the AMF, which has implemented the Prospectus Directive, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus and, to the extent still required by law or regulation, subject to certain notices having been published. The relevant Final Terms will specify whether a public offer of Securities is intended to take place. Otherwise, in the absence of any such public offer being intended, Securities may only be offered or sold, directly or indirectly, and this Base Prospectus, the relevant Final Terms and any other offering material relating to the Securities may not be distributed or caused to be distributed, directly or indirectly, to the public in France other than to (a) persons providing investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

India – Securities linked to Indian Reference Underlyings

Securities deemed to be Offshore Derivative Instruments by virtue of being linked to any Indian Reference Underlyings may not be offered, sold or delivered, or offered, sold or delivered to any person reoffering, resale or redelivery, in any such case directly or indirectly, in India or to any Restricted Entity or any of its affiliates. Any capitalised terms used within this paragraph carry the same meaning as defined herein in Condition 12 (*Representations and Acknowledgements*).

Pursuant to Condition 12 (*Representations and Acknowledgements*) of the Asset Return Securities Terms, each Securityholder and each beneficial owner of a Security which is deemed to be an Offshore Derivative Instrument by virtue of being linked to any Indian Reference Underlying (as defined in such Condition) will be deemed to make certain representations as a condition to purchasing or owning such Security or any beneficial interest therein.

Taiwan – Securities linked to Taiwanese Underlying Assets

Where the Securities are linked to any Taiwanese Reference Underlyings the Securities may only be made available for purchase outside of Taiwan by investors residing in Taiwan or the People's Republic of China ("**PRC**") that are not otherwise prohibited from investing in the Securities under the relevant Taiwan laws and regulations and in the circumstances where the funds invested in the Securities do not come from Taiwan or the PRC. The Securities may not be offered, sold or delivered in Taiwan.

Pursuant to Condition 12 (*Representations and Acknowledgements*) of the Asset Return Securities Terms, each Securityholder and each beneficial owner of a Security which is linked to any Underlying Assets listed in Taiwan will be deemed to make certain representations, understandings and acknowledgements as a condition to purchasing or owning such Security or any beneficial interest therein.

FORM OF FINAL TERMS

Final Terms dated [●]

Credit Suisse International

(Registered as an unlimited liability company in England and Wales under No. 2500199)

Asset Return [Notes/Certificates/Warrants] [due [●]]

linked to [●]

[Series SPCSI-[●]-[●]]

(the "**Securities**")

issued pursuant to the Asset Return Securities Base Prospectus (Delta One Securities)

as part of the **Structured Products Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Base Prospectus dated [●] 2010 [as supplemented on [●] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. Copies of the Base Prospectus [and each supplemental Prospectus] may be obtained from the registered office of the Issuer and the offices of the Distributors and Agents specified herein.

These Final Terms comprise the final terms for the issue [and public offer in [●]] [and admission to trading on [specify regulated market]] of the Securities.]

[Include the next four paragraphs (which do not form part of the Base Prospectus for the purposes of Article 5.4 of the Prospectus Directive) and delete the previous two paragraphs if the Final Terms are drafted for Securities that are not to be listed on an EEA regulated market and are not to be offered to the public in the EEA.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Base Prospectus dated [●] 2010 [as supplemented on [●]]. This document constitutes the Final Terms of the Securities described herein. Copies of the Base Prospectus [and each supplemental Prospectus] may be obtained from the registered office of the Issuer and the offices of the Agents specified herein.

These Final Terms comprise the final terms for the issuance of the Securities. The documents stated to be "DOCUMENTS INCORPORATED BY REFERENCE" in the Base Prospectus shall not be so incorporated for the purposes of the issue of the Securities.

Paragraphs [1], [2] and [3] of [Page 2] of the Base Prospectus shall be deleted in their entirety.

These Final Terms do not constitute final terms for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC). The Issuer is not offering the Securities in any jurisdiction in circumstances which would require a prospectus pursuant to the Prospectus Directive. Nor is any person authorised to make such an offer of the Securities on behalf of the Issuer in any jurisdiction. In addition, no application has been made (nor is it proposed that any application will be made) for listing of the Securities on any stock exchange.]

The terms and conditions applicable to the Securities are (1) the General Terms and Conditions of [Notes/Certificates/Warrants] and the Asset Terms for [Equity Index-linked Securities/Equity-linked Securities/Commodity-linked Securities/Commodity Index-linked Securities/FX Index-linked Securities/Inflation Index-linked Securities/Interest Rate Index-linked Securities] set out in the Base Prospectus dated 1 July 2010 relating to the Issuer's Structured Products Programme and (2) the Terms

and Conditions set out in the Base Prospectus dated [●] relating to Delta One Securities (which incorporates by reference the provisions referred to in (1) above), as completed by these Final Terms. References to such Base Prospectuses are to them as supplemented at the date of these Final Terms.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Italics denote guidance for completing the Final Terms.]

[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|---|---|---|
| 1 | Series Number: | [●]/[Not Applicable] |
| 2 | Tranche Number: | [●]/[Not Applicable] |
| | <i>(If fungible with an existing Series, give details of that series, including the date on which the Securities become fungible)</i> | |
| 3 | Applicable General Terms and Conditions: | [Notes]/[Certificates]/[Warrants]

<i>(N.B. In certain countries, Certificates should be documented using the "Notes" General Terms and Conditions)</i>

<i>[General Condition 4 of the General Terms and Conditions of Notes shall apply] (Include if the Certificate or Warrant General Terms and Conditions apply and the securities bear interest or premium)</i> |
| 4 | Specified Currency or Currencies: | [●] |
| 5 | Nominal Amount:

<i>(N.B: for Warrants, is relevant for calculation of Settlement Amount)</i> | [Asset Level _{i(O)} x Multiplier _{i(O)}] (for Single Asset Securities)

[$\sum_{i=1}^n$ Asset Level _{i(O)} x Multiplier _{i(O)}] (for Asset Basket Securities)/[●] |
| | PROVISIONS RELATING TO NOTES AND CERTIFICATES | [Applicable]/[Not Applicable]

<i>(if not applicable, delete the remaining paragraphs of this section)</i> |
| 6 | Aggregate Notional Amount/Number of Securities: | [Up to] [●]

<i>(N.B. if "Up to" then an Article 8 notice is required for the final amount/number)</i> |
| | (i) Series: | [●] |
| | (ii) Tranche: | [●]/[Not Applicable] |
| 7 | Issue Price: | [●] per cent. of the Aggregate Notional Amount <i>(If Dividend Period commences prior to the Issue Date consider whether accrued dividends should be reflected in the Issue Price)</i>

[●] per Security |

- 8 Specified Denomination: [●]
(in the case of Notes) or [Not Applicable] (in the case of Certificates)
[Note: Only one Specified Denomination can be specified]
- 9 Issue Date/Payment Date: [●]
- 10 Maturity Date/(Final) Redemption Date: [The later of [●] and the] [●] [London and [●]] Business Day after (i) the Final Valuation Date or (ii), if Final Averaging Dates are specified as applicable, the last Final Averaging Date]. [Provided that, if the Issuer's Call Option or Securityholder's Put Option, as applicable, is exercised the Maturity Date shall be the relevant Redemption Date.]
- 11 Interest Basis:
 [Fixed Rate]
 [Floating Rate]
 [Zero Coupon]
 [Cash Distribution Amounts]
 [Not Applicable]
- 12 Redemption/Payment Basis:
 [Equity-linked]
 [Equity Index-linked]
 [Commodity-linked]
 [Commodity Index-linked]
 [FX Index-linked]
 [Inflation Index-linked]
 [Interest Rate Index-linked]
 [Multi-Asset Basket]
 [Other (*specify*)]
PROVISIONS RELATING TO WARRANTS [Applicable]/[Not Applicable]
(if not applicable, delete the remaining paragraphs of this section)

- 13 Type of Warrants: [Equity-linked]
 [Equity Index-linked]
 [Commodity-linked]
 [Commodity Index-linked]
 [FX-linked]
 [FX Index-linked]
 [Inflation Index-linked]
 [Interest Rate Index-linked]
 [Multi-Asset Basket]
- 14 Exercise Style: [European Style]
 [American Style]
 [Bermudan Style]
- 15 Expiration Date/Exercise Date: [The [later of (i) the] Final Valuation Date or (ii), if Final Averaging Dates are specified as applicable, the last Final Averaging Date].
- 16 Minimum Exercise Number: [●] [, or integral multiples thereof] (*N.B.: only for American Style Warrants. This must not be more than the Transferable Number*)
(N.B.: minimum number of Warrants which can be exercised at any time)
- 17 Maximum Exercise Number: [●] (*N.B.: only for American Style Warrants*)
(N.B.: maximum number of Warrants which can be exercised at any time, subject as otherwise specified in the Conditions)
- 18 Number of Securities: [Up to] [●]
 (i) Series: [●]
 (ii) Tranche: [●]/[Not Applicable]
- 19 Issue Price: [●]
- 20 Issue Date/Payment Date: [●]
- 21 Settlement Date: [●] Business Days after the Expiration Date/relevant Exercise Date, provided that, if that day is not a Business Day, it shall be the next Business Day.

PROVISIONS RELATING TO INTEREST

- 22 **Fixed Rate Provisions** [Applicable]/[Not Applicable]
(if not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum
- (ii) Interest Commencement Date: [●]
(Specify if different from the Issue Date)

(iii)	Interest Payment Date(s):	[[●] in each year/[●]]
(iv)	Fixed Interest Amount [(s)]:	[●] per [Specified Denomination] / [●] in nominal amount
(v)	Broken Amount:	<i>(Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Interest Amount(s) and the Interest Payment Date(s) to which they relate)</i>
(vi)	Day Count Fraction:	[Actual/Actual] [Actual/Actual – ISDA] [Actual/365 (fixed)] [Actual/360] [30/360 (unadjusted)] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)] [Actual/Actual – ICMA]
(vii)	Determination Date(s):	[Not Applicable] [[●] in each year <i>(insert regular interest payment dates, ignoring the maturity date in the case of a long or short last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual – ICMA)</i>]
(viii)	Other terms relating to the method of calculating interest for Fixed Rate Securities:	[Not Applicable]/ <i>[give details]</i>
23	Floating Rate Provisions	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Specified Period(s)/Specified Interest Payment Dates:	[●]
(ii)	Interest Commencement Date: <i>(Specify if different from the Issue Date)</i>	[●]

- (iii) Business Day Convention: [Floating Rate Business Day Convention]
 [Following Business Day Convention]
 [Modified Following Business Day Convention]
 [Preceding Business Day Convention]
 [other (*give details*)]
- (iv) Business Centre(s): [●]
- (v) Interest Period Date(s): [Each Interest Payment Date]/[●]
- (vi) ISDA Determination: [●]
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
 - ISDA Definitions: (*if different from those set out in the Conditions*) [●]
- (vii) Margin(s): [+/-] [●] per cent. per annum
- (viii) Minimum Rate of Interest: [●] per cent. per annum
- (ix) Maximum Rate of Interest: [●] per cent. per annum
- (x) Day Count Fraction: [Actual/Actual]
 [Actual/Actual – ISDA]
 [Actual/365 (fixed)]
 [Actual/360]
 [30/360 (unadjusted)]
 [30/360]
 [360/360]
 [Bond Basis]
 [30E/360]
 [Eurobond Basis]
 [30E/360 (ISDA)]
 [Actual/Actual – ICMA]
- (xi) Determination Date(s): [Not Applicable]
 [[●] in each year (*insert regular interest payment dates, ignoring the maturity date in the case of a long or short last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual - ICMA*)]
- (xii) Rate Multiplier: [●]

- (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from those set out in the Conditions: [●]

- 24 **Cash Distribution Amounts:** [Applicable] (if applicable, and more than one Underlying Asset, specify that applicable to each such Underlying Asset or the relevant Underlying Asset(s))
- [Not Applicable] (if not applicable to all Underlying Asset(s), delete the remaining sub-paragraphs of this paragraph; if not applicable to one or more Underlying Asset(s) but applicable to one or more Underlying Asset(s), specify that not applicable to each such Underlying Asset or the relevant Underlying Asset(s))
- (i) Cash Distribution Amount Payments: [Not Applicable]/[Applicable] (N.B.: default position is Not Applicable)
- Cash Distribution Amount Payment Dates: [●]/[Not Applicable] (N.B.: if Re-Investment of Dividends is applicable, the Cash Distribution Amount Payment Dates should be specified as not applicable.)
- Share Dividend Period(s) (for Equity-linked Securities only): [●] (N.B.: if Dividend Period commences prior to the Issue Date consider whether accrued dividends should be reflected in the Issue Price) (The Share Dividend Period(s) should be specified even if Re-Investment of Dividends is applicable, as the concept is required for determining the relevant Dividend Amount.)
- Index Dividend Period(s) (for Index-linked Securities only): [●] (N.B.: if the first Dividend Period commences prior to the Issue Date consider whether accrued dividends should be reflected in the Issue Price)
- (ii) Cash Distribution Amount Accrual: [Applicable]/[Not Applicable] (N.B.: if Cash Distribution Amount Accrual is applicable, interest will accrue at the Cash Distribution Amount Accrual Rate from and including the date on which the relevant Dividend Amount is paid by the relevant Share Issuer (so, if the Issuer receives any actual dividend in respect of its hedge positions, the dividend may need to be converted to the Specified Currency on receipt).)
- (iii) Cash Distribution Amount Accrual Rate: [●]
- (iv) Re-investment of Dividends (for Equity-linked Securities only):: [Applicable]/[Not Applicable] (N.B.: re-investment of Dividends may only be specified as applicable to Single-Share Securities, Share Basket Securities (or

Multi-Asset Basket Securities (which include one or more Shares as an Underlying Asset)

– Underlying Asset;

Dividend Re-investment Percentage:

[[●] per cent.]/[as determined by the Issuer in its sole discretion]

For Equity-linked Securities only:

Underlying Asset;	Dividend Amount:	Applicable withholding tax rate:	Dividend Percentage:	Dividend FX Conversion Rate:	Dividend FX Determination Date:
		<i>(Required for determination of "net cash dividend" under Condition 9.1)</i>	<i>(Specify "Not Applicable" if "Re-investment of Dividends" is applicable)</i>	<i>[Specify methodology]/[as determined by the Issuer in its sole discretion]</i>	<i>[●]/[as determined by the Issuer in its sole discretion]</i>
[●]	[Gross Record Amount] [Gross Ex Amount] [Gross Paid Amount] [Net Record Amount] [Net Ex Amount] [Net Paid Amount]	[●]/[Not Applicable]/[as determined by the Issuer in its sole discretion]	[●]/[Not Applicable]/[as determined by the Issuer in its sole discretion]	[●]	[●]
		<i>(Specify rate if the Dividend Amount is Net Record Amount, Net Ex Amount or Net Paid Amount.)</i>	<i>(If no Dividend Percentage is specified, the percentage will be determined by the Issuer in its sole discretion (unless Dividend Re-investment is applicable).)</i>	<i>(The Dividend FX Conversion Rate should be specified even if Re-Investment of Dividends is applicable.)</i>	<i>(The Dividend FX Determination Date should be specified even if Re-Investment of Dividends is applicable.)</i>

[replicate for each Underlying Asset that is a Share]

For Index-linked Securities only:

Underlying Asset;	Index Dividend Tax Jurisdiction:	Cash Distribution Amount Percentage:	Declared Cash Dividend:	Declared Cash Equivalent Dividend:	Cash Distribution Amount FX Conversion Rate:	Cash Distribution Amount FX Determination Date:
				[Gross Declared Cash Equivalent Dividend] / [Net Declared Cash Equivalent Dividend]		
[●]	[●]	[●] per cent./ [specify methodology] / [as determined by the Issuer in its sole discretion]	[Gross Declared Cash Dividend] / [Net Declared Cash Dividend]	[Gross Declared Cash Equivalent Dividend] / [Net Declared Cash Equivalent Dividend]	[Specify methodology]/[as determined by the Issuer in its sole discretion]	[●]/[as determined by the Issuer in its sole discretion]

[replicate for each Underlying Asset that is an Index]

PROVISIONS RELATING TO REDEMPTION/SETTLEMENT

26 (i) Redemption Amount or Settlement Amount [Redemption Option [[a] [b] [c] [d], in accordance with Asset Return Securities

Term 2, applies]

(N.B. the applicable formula from Asset Return Securities Term 2 may be copied here, together with definitions of defined terms used in the formula)

[Single-Share Security] [Single-Index Security] [Single-Commodity Security] [Single-Commodity Index Security] [Single-FX Index Security] [Single-Inflation Index Security] [Single-Interest Rate Index Security] [Share Basket Security] [Index Basket Security] [Commodity Basket Security] [Commodity Index Basket Security] [FX Index Basket Security] [Inflation Index Basket Security] [Interest Rate Index Basket Security] [Multi-Asset Basket Security]

(the following sub-paragraphs should be completed or deleted as appropriate)

- (ii) Initial Setting Date: [●]
(if more than one Underlying Asset, then specify for each)
- (iii) Final Valuation Date / Valuation Dates: [●]
- (iv) Initial Averaging Dates: [●]/[Not Applicable]
- (v) Final Averaging Dates: [[●]]/[Not Applicable]
- (vi) Valuation Time: [As determined in accordance with the Conditions/[●]]
- (vii) Rounding Convention: *(Specify if the Rounding Convention is not "up to four decimal places")*/[●]
- (viii) Multiplier Rounding Convention: [Not Applicable *(N.B.: not applicable if multiplier is not applicable)*] *[Specify if the Multiplier Rounding Convention is not "up to eight decimal places".]*/[●]
- (ix) Participation: [Not Applicable] [Indicatively] [100]/*[specify other]* per cent., or such higher percentage as the Issuer shall determine in its sole and absolute discretion on the Initial Setting Date by reference to the then prevailing market conditions.]
- (x) Settlement Currency: [The Specified Currency]/[●]
(The currency in which payment will be made)
- (xi) FX Conversion Rate: [Not Applicable] *(if not applicable, delete the remaining sub-paragraphs of this paragraph)*

Underlying Asset:

FX Conversion Rate(t):

[•]

[•]

[•]

[•]

(xii) Outperformance Fees: [Applicable]/[Not Applicable] (if not applicable, delete the Outperformance Fees Table below)

Outperformance Fees Table

Underlying Asset:	Outperformance Flat Amount:	Accrued Outperformance Percentage:	Outperformance Notional Amount:	Outperformance Percentage:	Outperformance Day Count Fraction:	Outperformance Fee Determination Dates:	Outperformance Fee Start Date:	Outperformance Fee End Date:	Outperformance Calculation Dates:
[●]	[●]/[Not Applicable]	[Applicable]/[Not Applicable]	[Outperformance Option 1] [Outperformance Option 2] [Outperformance Option 3] [Outperformance Option 4: The Outperformance Notional Amount is [●]] [Outperformance Option 5: The Outperformance Notional Amount is Asset Level _(p)]	[●]/[Not applicable]	[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual – ICMA] / [●] / [Not Applicable]	[Not Applicable]/ [Each of [●] and [●] in each year] (only applicable if Day Count Fraction is Actual/Actual-ICMA)	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]

[For Asset Basket Securities, repeat for each Underlying Asset]

- [(a) Outperformance Fees on redemption following the exercise of the Issuer's Call Options pursuant to Asset Return Securities Term 7 (*Issuer's Call Option*): In the case where the relevant Securities are to be redeemed following the exercise of the Issuer's Call Option pursuant to Asset Return Securities Term 7 (*Issuer's Call Option*), [the Outperformance Fees shall be calculated on the basis that the Outperformance Fee End Date is the Outperformance Calculation Date immediately preceding the relevant Redemption Date] / [no Outperformance Fees shall be calculated or taken into account in determining the Redemption Amount for the relevant Securities.] (*delete as applicable*)
- [(b) Outperformance Fees on redemption following the exercise of the Securityholder's Put Option pursuant to Asset Return Securities Term 8 (*Securityholder's Put Option*): In the case where the relevant Securities are to be redeemed following the exercise of the Securityholder's Put Option pursuant to Asset Return Securities Term 8 (*Securityholder's Put Option*), [the Outperformance Fees shall be calculated on the basis that the Outperformance Fee End Date is the Outperformance Calculation Date immediately preceding the relevant Redemption Date] / [no Outperformance Fees shall be calculated or taken into account in determining the Redemption Amount for the relevant Securities]] (*delete as applicable*)
- [(c) Outperformance Fees on redemption following a Knock-Out Event pursuant to Asset Return Securities Term 5 (*Knock-Out Events*): In the case where the relevant Securities are to be redeemed following a Knock-Out Event pursuant to Asset Return Securities Term 5 (*Knock-Out Events*), [the Outperformance Fees shall be calculated on the basis that the Outperformance Fee End Date is the Outperformance Calculation Date immediately preceding the relevant Redemption Date] / [no Outperformance Fees shall be calculated or taken into account in determining the Redemption Amount for the relevant Securities]] (*delete as applicable*)

(xiii) Management Fees: [Applicable]/[Not Applicable] (if not applicable, delete the Management Fees Table below)

Management Fees Table

Management Fee Flat Amount:	Accrued Management Fee Percentage:	Management Fee Notional Amount:	Management Fee Percentage:	Management Fee Day Count Fraction:	Management Fee Determination Dates:	Management Fee Start Date:	Management Fee End Date:
[Applicable]/[Not Applicable]	[Applicable]/[Not Applicable]	[Management Fee Option 1]	[●]	[Actual/Actual] / [Actual/Actual – ISDA]	[Not Applicable]/[Each of [●] and [●] in each year] (only applicable if Day Count Fraction is Actual/Actual-ICMA)	[●]/[Not Applicable]	[●]/ [Not Applicable]
[●]/[Not Applicable]	[●]/[Not Applicable]∅	[Management Fee Option 2]		/[Actual/365 (Fixed)]			
[Applicable]/[Not Applicable]		[Management Fee Option 3]		/[Actual/360] / [30/360] / [360/360] / [Bond Basis]			
		[Management Fee Option 4: The Management Fee Notional Amount is [●]∅		/[30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA] / [●]/[Not Applicable]			

(xiv) Borrowing Fees:

[Applicable]/[Not Applicable] (if not applicable, delete the Borrowing Fees Table below)

Borrowing Fees Table

Underlying Asset:	Borrowing Fee Flat Amount:	Accrued Borrowing Fee Percentage:	Borrowing Fee Notional Amount:	Borrowing Fee Percentage:	Borrowing Fee Day Count Fraction:	Borrowing Fee Determination Date:	Borrowing Fee Start Date:	Borrowing Fee End Date:
[●]	[●]/[Not Applicable]	[Applicable]/[Not Applicable]	[Borrowing Fee Option 1] [Borrowing Fee Option 2] [Borrowing Fee Option 3] [Borrowing Fee Option 4: The Borrowing Fee Notional Amount is [●]]	[[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual–ICMA] / [●] / [Not Applicable]	[Not Applicable]/ [Each of [●] and [●] in each year] (only applicable if Day Count Fraction is Actual/Actual–ICMA)	[●]/ [Not Applicable]	[●]/ [Not Applicable]

[For Asset Basket Securities, repeat for each Underlying Asset]

(xv) Licensing Fees:

[Applicable]/[Not Applicable] (if not applicable, delete the Licensing Fees Table below)

Licensing Fees Table

Underlying Asset:	Licensing Fee Flat Amount:	Accrued Licensing Fee Percentage:	Licensing Fee Notional Amount:	Licensing Fee Percentage:	Licensing Fee Day Count Fraction:	Licensing Fee Determination Dates:	Licensing Fee Start Date:	Licensing Fee End Date:	Licensing Fee Annual Charge:	Licensing Fee FX Conversion Rate:	Licensing Fee Annual Charge Determination Date: (for the purposes of determining Licensing Fee FX Conversion Rate(t) in relation to the Licensing Fee Annual Charge)
[●]	[●]/[Not Applicable]	[Applicable]/[Not Applicable]	[Licensing Fee Option 1] [Licensing Fee Option 2] [Licensing Fee Option 3] [Licensing Fee Option 4: The Licensing Fee Notional Amount is [●]]	[●]	[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual–ICMA] / [●] / [Not Applicable]	[Not Applicable]/[Each of [●] and [●] in each year] (only applicable if Day Count Fraction is Actual/Actual–ICMA)	[●]/[Not Applicable]	[●]/[Not Applicable]	[●]/[Not Applicable]	[●] (If no methodology is specified, the Licensing Fee FX Conversion Rate will be determined by the Issuer in its sole discretion.)	[●]/[Not Applicable]

[For Asset Basket Securities, repeat for each Underlying Asset]

(xvi) Commissions: [Applicable]/[Not Applicable] (if not applicable, delete the Commission Table below)

Commissions Table

Underlying Asset:	Commission Fixing Date:	Initial Commission Notional Amount:	Initial Commission Percentage:	Final Commission Notional Amount:	Final Commission Percentage:
[•]	[•] (insert original trade date or other date)	[•] [If no amount is specified, the Initial Commission Notional Amount will mean an amount equal to: <i>Asset Level_(O) x Multiplier_(O)</i>]	[•]	[Final Commission Option 1] [Final Commission Option 2] [Final Commission Option 3] [Final Commission Option 4: The Final Commission Notional Amount is [•]]	[•]

[For Asset Basket Securities, repeat for each Underlying Asset]

(xvii) Early Redemption Fees: [Applicable]/[Not Applicable] (if not applicable, delete the Early Redemption Fees Table below)

Early Redemption Fees Table

Underlying Asset:	Early Redemption Fee Flat Amount:	Amortised Early Redemption Fee Percentage:	Early Redemption Fee Notional Amount:	Early Redemption Fee Percentage:	Early Redemption Fee Day Count Fraction:	Early Redemption Fee Start Date:	Early Redemption Fee End Date:	Number of Years:
[•]	[•]/[Not Applicable]	[Applicable]/[Not Applicable]	[Early Redemption Fee Option 1] [Early Redemption Fee Option 2] [Early Redemption Fee Option 3] [Early Redemption Fee Option 4: The Early Redemption Fee Notional Amount is [•]]	[•]	[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [•]/[Not Applicable]	[•]/[Not Applicable]	[•]/[Not Applicable]	[•]

[For Asset Basket Securities, repeat for each Underlying Asset]

(xviii) Break Fees:

[Applicable]/[Not Applicable] (if not applicable, delete the Break Fees Table below)

Break Fees Table

Underlying Asset:	Break Fee Flat Amount:	Break Fee Percentage:	Amortised Break Fee Percentage:	Break Fee Notional Amount:	Break Fee Start Date:	Break Fee End Date:	Break Fee Day Count Fraction:	Number of Years:	Break Fee Percentage type:	Break Fee Period: (If Variable Break Fee Percentage is specified as the Break Fee is applicable, specify Break Fee Percentage Periods)	Break Fee Percentage: (Specify percentage. If Variable Break Fee Percentage is applicable, specify percentage in respect of each period)	Break Fee Determination Dates:
[•]	[•]/[Not Applicable]	[Applicable]/[Not Applicable]	[Applicable]/[Not Applicable]	[Break Fee Option 1] [Break Fee Option 2] [Break Fee Option 3] [Break Fee Option 4: The Break Fee Notional Amount is [•]]	[•]/[Not Applicable]	[•]/[Not Applicable]	[Actual/Actual]/[Actual/Actual – ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[•]	[•]/[Not Applicable]	[Fixed Break Fee Percentage] / [Variable Break Fee Percentage]	[Not Applicable] / [•]	[•]	[•]

[For Asset Basket Securities, repeat for each Underlying Asset]

27	Knock-Out Event	<p>[Applicable [(in accordance with Asset Return Securities Term 5)]] <i>(Nb: should always be applicable for Redemption Options (e) and (f))</i> [Not Applicable] <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>– Knock-Out Event:</p> <p>[In relation to any Security, on any Scheduled Trading Day (in the case where the Underlying Asset(s) is (or includes) an Index, a Commodity Index, an FX Index, an Interest Rate Index or a Share) or any Commodity Business Day (in the case where the Underlying Asset is (or includes) a Commodity), the Redemption Amount (where all references to the Final Valuation Date or to the Final Averaging Dates shall be deemed to be references to such Scheduled Trading Day or Commodity Business Day (as the case may be)) is [equal to, or] [lower / greater] than, an amount equal to the Notional Amount multiplied by the Knock-Out Percentage.]</p> <p><i>(complete the definition as appropriate)</i></p> <p>– Knock-Out Percentage:</p>								
28	Securityholder Put Option:	<p>[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>– Put Option Valuation Date[s]:</p> <p>– Put Option Averaging Dates: <i>(N.B.: if Final Averaging Dates are applicable, specify Put Option Averaging Dates in respect of each Put Option Valuation Date. The Put Option Averaging Dates should fall on and after the relevant Put Option Valuation Date)</i></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">[Put Option Valuation Date:]</td> <td style="width: 50%;">[Put Option Averaging Dates:]</td> </tr> <tr> <td>[●]</td> <td>[●]</td> </tr> <tr> <td>[●]</td> <td>[●]</td> </tr> <tr> <td><i>[repeat as necessary]</i></td> <td></td> </tr> </table> <p>– Put Option Start Date:</p> <p>– Break Fees:</p>	[Put Option Valuation Date:]	[Put Option Averaging Dates:]	[●]	[●]	[●]	[●]	<i>[repeat as necessary]</i>	
[Put Option Valuation Date:]	[Put Option Averaging Dates:]									
[●]	[●]									
[●]	[●]									
<i>[repeat as necessary]</i>										
29	Issuer Call Option:	<p>[Applicable]/[Not Applicable]</p> <p><i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>– Call Option Valuation Date[s]:</p> <p>– Call Option Averaging Dates: <i>(N.B.: if Final Averaging Dates are</i></p>								

applicable, specify Call Option Averaging Dates in respect of each Call Option Valuation Date. The Call Option Averaging Dates should fall on and after the relevant Call Option Valuation Date)

[Call Option Valuation Date:]

[Call Option Averaging Dates:]

[●]

[●]

[●]

[●]

[repeat as necessary]

– Call Option Start Date:

[●]

– Clean Up Call Option:

[Applicable]/[Not Applicable]

– Clean Up Call Trigger Amount:

[●]

UNDERLYING ASSETS

30 List of Underlying Assets:

– Underlying Asset_i

[●]

[– Asset Level_{i(O)}]

[●] (N.B.: delete this item and sub-paragraph if an actual level is not to be specified in the Final Terms (in accordance with paragraph (ii) of the definition of Asset Level_{i(O)} in Asset Return Securities Term 1))

– Multiplier_{i(O)}

[●]

– Multiplier_i

[●]

[repeat as necessary (and put in table format if preferable)]

31 Equity-linked Securities

[Applicable]/[Not Applicable] (if not applicable, delete the remaining sub-paragraphs of this paragraph)

– Share Issuer:

[●]

– Share:

[●]

– Exchange Traded Funds:

[Applicable: the Additional Asset Terms for Index Tracking Shares in the Principal Base Prospectus are applicable] / [Not Applicable]

– ISIN:

[●]

– Bloomberg Code:

[●]

– Information Source:

[●]

– Exchange:

[●]

– Related Exchange:

[●]

– Jurisdictional Event:

[Applicable]/[Not Applicable]

– Jurisdictional Event Jurisdiction(s):

[●]/[Not Applicable]

– Extraordinary Dividend:

[[●]/To be determined by the Issuer]

–	Additional Disruption Events:	<p><i>(default position for Change in Law / Insolvency Filing / Hedging Disruption / Increased Cost of Hedging is Applicable)</i></p> <p><i>(default position for Loss of Stock Borrow / Maximum Stock Loan Rate is Not Applicable)</i></p>
	– Change in Law:	[Applicable/Not Applicable]
	– Insolvency Filing:	[Applicable/Not Applicable]
	– Correction of Share Price:	[Applicable/Not Applicable]
	– Hedging Disruption:	[Applicable/Not Applicable]
	– Increased Cost of Hedging:	[Applicable/Not Applicable]
	– Loss of Stock Borrow:	[Applicable/Not Applicable]
	– Maximum Stock Loan Rate:	[●]/[Not Applicable]
	<i>[repeat as necessary]</i>	
32	Equity Index-linked Securities	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining subparagraphs of this paragraph)</i>
	– Index:	[●]
	– Bloomberg code:	[●]
	– Information Source:	[●]
	– Required Exchange:	[As per the Asset Terms]/[Not Applicable]
	– Related Exchange:	[●]
	– Disruption Threshold:	[20]/[●] per cent.
	– Jurisdictional Event:	[Applicable/Not Applicable]
	– Jurisdictional Event Jurisdiction(s):	[●]/[Not Applicable]
	– Index Advisor:	[●]/[Not Applicable]
	– Index Advisor Event:	[●]/[Not Applicable]
	– Index Advisor Insolvency Filing:	[Applicable/Not Applicable]
		<i>(default position for Index Advisor Insolvency Filing is Applicable)</i>
	– Index Licence Event:	[●]/[Not Applicable]
	– Loss of Stock Borrow:	[●]/[Not Applicable]
	– Additional Disruption Events:	<i>(default position for Change in Law/Hedging Disruption/Increased Cost of Hedging is Applicable)</i>
	– Increased Cost of Hedging:	[Applicable/Not Applicable]
	– Change in Law:	[Applicable/Not Applicable]
	– Hedging Disruption:	[Applicable/Not Applicable]
	<i>[repeat as necessary]</i>	

33	Commodity-linked Securities	
	– Commodity:	[●]
	– Bloomberg Code:	[●]
	– Information Source:	[●]
	– Jurisdictional Event:	[Applicable]/[Not Applicable]
	– Jurisdictional Event Jurisdiction(s):	[Applicable]/[Not Applicable]
	– Commodity Reference Price:	[●] [The Specified Price as published by the Price Source]/[Commodity Reference Dealers]
	– Price Materiality Percentage:	[[●] per cent.]/[Not Applicable]
	– Exchange:	[●]
	– Futures Contract:	[●]
	– Delivery Date:	[[●]/[●] Nearby Month]
	– Price Source:	[●]
	– Specified Price:	[(A) the high price; (B) the mid price; (C) the low price; (D) the average of the high price and the low price; (E) the closing price; (F) the opening price; (G) the bid price; (H) the asked price; (I) the average of the bid price and the asked price; (J) the settlement price; (K) the official settlement price; (L) the Official price; (M) the morning fixing; (N) the afternoon fixing; (O) the fixing; (P) the bid fixing; (Q) the mid fixing; (R) the asked fixing; (S) the spot price; (T) <i>Other – please specify</i>]
	– Market Disruption Event:	[Price Source Disruption] [Trading Disruption] [Disappearance of Commodity Reference Price] [Early Closure] [Material Change in Formula] [Material Change in Content] [Tax Disruption] [Not Applicable]
	– Additional Disruption Events:	<i>(default position for Change in Law/Hedging Disruption/Increased Cost of Hedging is Applicable)</i>
	– Change in Law:	[Applicable]/[Not Applicable]
	– Hedging Disruption:	[Applicable]/[Not Applicable]
	– Increased Cost of Hedging:	[Applicable]/[Not Applicable]
	– Bullion Reference Dealers:	[[●].The Calculation Agent]/[Not Applicable]
	– Reference Dealers:	[[●].The Calculation Agent]/[Not Applicable]
	<i>[repeat as necessary]</i>	
34	Commodity Index-linked Securities	[Applicable]/[Not Applicable] <i>(if not</i>

applicable, delete the remaining sub-paragraphs of this paragraph)

- Commodity Index: [●]
- Bloomberg Code: [●]
- Information Source: [●]
- Jurisdictional Event: [Applicable]/[Not Applicable]
- Jurisdictional Event Jurisdictions: [●]/[Not Applicable]
- Commodity Reference Price: [●]/[The price as published as the Price Source]
- Exchange: [●]
- Price Source: [●]
- Market Disruption Event: [Price Source Disruption]
[Trading Disruption]
[Disappearance of Commodity Reference Price]
[Early Closure]
[Material Change in Formula]
[Material Change in Content]
[Tax Disruption]
[Not Applicable]
- Additional Disruption Events: *(default position for Change in Law/Hedging Disruption/Increased Cost of Hedging is Applicable)*
 - Change in Law: [Applicable]/[Not Applicable]
 - Hedging Disruption: [Applicable]/[Not Applicable]
 - Increased Cost of Hedging: [Applicable]/[Not Applicable]

[repeat as necessary]

- 35 FX Index-linked Securities [Applicable]/[Not Applicable] *(if not applicable, delete the remaining sub-paragraphs of this paragraph)*
- FX Index: [●]
 - FX Page: [●]
 - Information Source: [●]
 - Jurisdictional Event: [Applicable]/[Not Applicable]
 - Jurisdictional Event Jurisdiction(s): [●]/[Not Applicable]
 - Event Currency: [●]
 - Non-Event Currency: [●]
 - Reference Currency: [●]/[Settlement Currency]
 - Benchmark Obligation Default [Applicable]/[Not Applicable] [If applicable
Benchmark Obligations:
Primary Obligor: [●]
Type of Instrument: [●]
Currency of Denomination: [●]
Coupon: [●]

		Maturity Date: [●] BB Number: [●] Face Value [●]
	– Dual Exchange Rate:	[Applicable]/[Not Applicable]
	– General Inconvertibility:	[Applicable]/[Not Applicable]
	– General Non-Transferability:	[Applicable]/[Not Applicable]
	– Governmental Authority Default:	[Applicable]/[Not Applicable]
	– Illiquidity:	[Applicable]/[Not Applicable] [If applicable: Minimum Amount [●]]
	– Material Change in Circumstances:	[Applicable]/[Not Applicable]
	– Nationalisation:	[Applicable]/[Not Applicable] [If applicable: Relevant Affiliates: [Specify]/[Not Applicable]]
	– Price Materiality:	[Applicable]/[Not Applicable] [If applicable: Primary Rate: [●]/Secondary Rate: [●]/ Price Materiality Percentage: [●]%]
	– Price Source Disruption:	[Applicable]/[Not Applicable]
	– Specific Inconvertibility:	[Applicable]/[Not Applicable]
	– Specific Non-Transferability:	[Applicable]/[Not Applicable]
	– Additional Disruption Events:	<i>(default position for Change in Law/Hedging Disruption/Increased Cost of Hedging is Applicable)</i>
	– Change in Law:	[Applicable]/[Not Applicable]
	– Hedging Disruption:	[Applicable]/[Not Applicable]
	– Increased Cost of Hedging:	[Applicable]/[Not Applicable]
	<i>[repeat as necessary]</i>	
36	Inflation Index-Linked Securities	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
	– Inflation Index:	[●]
	– Inflation Fixing Months:	[●]
	<i>[repeat as necessary]</i>	
37	Interest Rate Index-linked Securities	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining sub- paragraphs of this paragraph)</i>
	– Interest Rate Index:	[●]
	– Information Source:	[●]
	– Jurisdictional Event:	[Applicable]/[Not Applicable]
	– Jurisdiction Event Jurisdiction(s):	[●]/[Not Applicable]
	– Additional Disruption Events:	<i>(default position for Change in Law/Hedging Disruption/Increased Cost of Hedging is Applicable)</i>

- Change in Law: [Applicable]/[Not Applicable]
- Hedging Disruption: [Applicable]/[Not Applicable]
- Increased Cost of Hedging: [Applicable]/[Not Applicable]

[repeat as necessary]

- 38 Adjustment Convention: (for the purposes of Asset Term 2) [As per Asset Term 2]/[●]

GENERAL PROVISIONS

- 39 Form of Securities: [Applicable]/[Not Applicable]
(N.B.: not applicable if Certificates or Warrants General Terms and Conditions apply) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Type: [Bearer Securities]/[Registered Securities]
 - (ii) Global Security [Permanent Global Security]/[Not Applicable]
- 40 Financial Centre(s) [Not Applicable]/[●] *(Note that this item relates to the place of payment, and not interest period end dates)*
- 41 [Business Day: [●] *(Add definition if the Securities are Certificates or Warrants (as the term is not used or defined in Certificates or Warrants General Terms and Conditions))*
- 42 Minimum Transferable Number of Securities: [●]/[Not Applicable]
(Only include if Notes General Terms and Conditions apply)
- 43 Transferable Number of Securities [●]/[Not Applicable]
(Only include if Certificates or Warrants General Terms and Conditions apply)
- 44 Listing and Admission to trading:
- (i) Stock Exchange(s) to which application will initially be made to list the Securities: *(Application may subsequently be made to other stock exchange(s))*
 - [Irish Stock Exchange]
 - [Luxembourg Stock Exchange]
 - [Oslo Børs]
 - [NASDAQ OMX Helsinki]
 - [NASDAQ OMX Stockholm]
 - [[●]/None]
 - (ii) [Admission to trading: [Application has been made for the Securities to be admitted to trading on the Regulated Market of [●] with effect from [●] provided, however, no assurance can be given that the Securities will be admitted to trading or listed on the Regulated Market of the [●] on the Issue Date or any specific date thereafter.]

		[Not Applicable]
45	Entities (other than stock exchanges) to which application for listing and/or approval of the Securities will be made:	[●]/[Not Applicable]
46	Security Codes and Ticker Symbols:	
	ISIN:	[●]/[Not Applicable]
	Common Code:	[●]/[Not Applicable]
	Swiss Securities Number:	[●]/[Not Applicable]
	Telekurs Number:	[●]/[Not Applicable]
	WKN Number:	[●]/[Not Applicable]
47	Clearing and Trading:	
	Clearing System(s) and any relevant identification number(s):	[Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., Luxembourg] [Clearstream Banking AG, Frankfurt] [Euroclear Finland] [Euroclear Sweden] [VPS] [Monte Titoli] [Other]
	Delivery:	Delivery [against/free of] payment
	Minimum Trading Lot:	[Not Applicable]/[●]
48	Agents:	
	Calculation Agent:	Credit Suisse International] One Cabot Square London E14 4QJ
	Fiscal Agent/[Principal Certificate Agent]/[Principal Warrant Agent]:	The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL
	Paying Agents	The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL [Nordea Securities Services Aleksis Kiven katu 3-5 Helsinki FI-00020 NORDEA]
	Additional Agents:	[Applicable]/[Not Applicable] <i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i>

	Transfer Agents:	[Not Applicable]
	<i>(Registered Securities only)</i>	[The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL]
	Registrar:	[Not Applicable]
	<i>(Registered Securities only)</i>	[The Bank of New York Mellon, acting through its London Branch One Canada Square London E14 5AL] [Euroclear Finland Oy Urho Kekkosen katu 5C 00101 Helsinki] [Nordea Bank Norge ASA Custody Services Essendrops gate 7 P.O. Box 1166 Sentrum 0107 Oslo] [Euroclear Sweden AB Box 7822 SE-10397 Stockholm]
	Issuing Agent:	[Not Applicable]
	<i>(Registered Securities /Norwegian issues only)</i>	[Nordea Bank Norge ASA Custody Services Essendrops gate 7 P.O. Box 1166 Sentrum 0107 Oslo]
	Issuing Agent (<i>Emissionsinstitut</i>):	[Not Applicable]
	<i>(Registered Securities /Swedish issues only)</i>	[Skandinaviska Enskilda Banken AB (publ) Kungsträdgårdsgatan 8 SE- 106 40 Stockholm Sweden] [Nordea Bank AB (publ) Smålandsgatan 24 SE-105 71 Stockholm Sweden]
	Issuer Agent:	[Not Applicable]
	<i>(Registered Securities /Finnish issues only)</i>	[Nordea Securities Services Aleksis Kiven katu 3-5 Helsinki FI-00020 NORDEA Finland] <i>(Delete or add additional Agents as appropriate)</i>
	Co-Structurer:	[●]/[Not Applicable]
49	Dealer(s):	[Credit Suisse Securities (Europe) Limited]/[Credit Suisse International]/[other]

- 50 Additional steps that may only be taken following approval by Extraordinary Resolution: [Not Applicable]/[give details]
(Delete if Certificate or Warrant General Terms and Conditions apply)
- 51 Specified newspaper for the purposes of notices to Securityholders: [●]/[Not Applicable]
- 52 Additional Provisions: [Not Applicable]/[The "Additional Provisions for [Notes/Certificates] listed on Borsa Italiana S.p.A.", as set out in the Base Prospectus dated 1 July 2010 relating to the Issuer's Structured Products Programme shall apply]
[Renouncement Cut-Off Date: [●] (N.B.: Certificates only)]
[give details]

PART B – OTHER INFORMATION

Terms and Conditions of the Offer

- 1 Offer Price: [The Offer Price will be equal to the Issue Price]/[[●] per cent. of the Nominal Amount/[●] per Security]
[To be determined on the basis of the prevailing market conditions on or around [●] subject to a maximum of [●] per cent. of the Nominal Amount/[●] per Security]
[Up to [●] per cent. of the Offer Price is represented by a commission payable to the [relevant] Distributor.
See item [11] below for information on applicable fees.]
[Not Applicable]
- 2 Total amount of the offer. If the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer: [Up to] [●]
[To be determined on the basis of the demand for the Securities and prevailing market conditions and published in accordance with Article 8 of the Prospectus Directive.]
[It is anticipated that the final amount of Securities to be issued on the Issue Date will be notified to investors by appropriate means (and also through a notice published on the [relevant] Distributor's website, if available) on or around the Issue Date. The final amount of Securities will depend on the outcome of the offer.]
[Not Applicable]

- 3 Conditions (in addition to those specified in the Base Prospectus) to which the offer is subject: [The offer of the Securities is conditional on their issue.]
- [Right to cancel: The offer may be cancelled if the Aggregate Nominal Amount or aggregate number of Securities purchased is less than [●], or if the Issuer or the [relevant] Distributor assesses, at its absolute discretion, that any applicable laws, court rulings, decisions by governmental or other authorities or other similar factors render it illegal, impossible or impractical, in whole or part, to complete the offer or that there has been a material adverse change in the market conditions. In the case of cancellation, unless otherwise specified by the [relevant] Distributor, the [relevant] Distributor will repay the purchase price and any commission paid by any purchaser without interest.]
- [The Issuer reserves the right to withdraw the offer and/or to cancel the issue of the Securities for any reason at any time on or prior to the Issue Date.]
- [For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such a right, each such potential investor will not be entitled to subscribe or otherwise purchase any Securities.]
- [The offer will be subject to the above provisions. In case of withdrawal or cancellation, the [relevant] Distributor will inform the investors that have already applied for the Securities by appropriate means (and also through a notice published on its website, if available) and repay the Offer Price and any commission paid by any investor without interest.]
- [●]
- 4 The time period during which the offer will be open: From, and including, [●] to, and including, [●].
- The Offer Period may be discontinued at any time. [Notice of the early closure of the Offer Period will be made to investors by appropriate means (and also through a notice published on the [relevant] Distributor's website, if available). (See further the section entitled "Details of the minimum and/or maximum amount of application" set out in item [6] below).]
- 5 Description of the application process [Prospective investors may apply to the [relevant] Distributor to subscribe for Securities in accordance with the

arrangements existing between the [relevant] Distributor and its customers relating to the subscription of securities generally.]

[Investors will be notified by the [relevant] Distributor of the amount allotted. Dealings may begin on or around the Issue Date.]

[Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer in relation to the subscription for the Securities.]

[Not Applicable]

[●]

6 Details of the minimum and/or maximum amount of application:

[There is no minimum amount of application.]

[Allotment of Securities will be managed and coordinated by the [relevant] Distributor subject to the arrangements existing between the [relevant] Distributor and its customers relating to the subscription of securities generally. There are no pre-identified allotment criteria. All of the Securities requested through the [relevant] Distributor during the Offer Period will be assigned up to the maximum amount of the offer.]

[In the event that requests exceed the total amount of the offer, the [relevant] Distributor will close the Offer Period early, pursuant to item [4] above.]

[The [maximum/minimum] number of Securities each individual investor may subscribe for is [●].]

[Not Applicable]

7 Details of the method and time limits for paying up and delivering the Securities:

[Payments for the Securities shall be made to the [relevant] Distributor on [[●]/such date as the [relevant] Distributor may specify] as instructed by the [relevant] Distributor.]

[Payments for the Securities shall be made to the [relevant] Distributor in accordance with the arrangements existing between the [relevant] Distributor and its customers relating to the subscription of securities generally, as instructed by the [relevant] Distributor.]

[The Securities are expected to be delivered to the purchasers' respective [book entry securities] accounts on or

- around []/the date as notified by the [relevant] Distributor.]
- [The Securities will be issued on the Issue Date against payment to the Issuer by the [relevant] Distributor of the aggregate subscription moneys. Each investor will be notified by the [relevant] Distributor of the settlement arrangements in respect of the Securities at the time of such investor's application.]
- [Not Applicable]
- 8** Manner in and date on which results of the offer are to be made public: [The results of the offer will be published on the [relevant] Distributor's website following the closing of the Offer Period on or around the Issue Date [or, if such website is not available, the results of the offer will be available upon request from the [relevant] Distributor].]
- [Not Applicable]
- []
- 9** Categories of potential investors to which the Securities are offered and whether tranche(s) have been reserved for certain countries: [Not Applicable]
- []
- 10** Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Applicants will be notified by the [relevant] Distributor of the success of their application.] [Dealings in the Securities may begin before such notification is made/No dealings in the Securities may take place prior to the Issue Date.]
- [Not Applicable]
- []
- 11** Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [The Distributor[s] will charge purchasers a commission of []/[up to [] per cent. of the Specified Denomination] per Security.]
- [The Issuer will pay a fee to the Distributor[s] in connection with the Offer of []/[up to [] per cent. of the Specified Denomination] per Security.]
- [The Securities [will be/have been] sold at a discount.]
- [Taxes charged in connection with the subscription, transfer, purchase or holding of Securities must be paid by the relevant investor and the Issuer will not have any obligation in relation thereto. Investors should consult their professional tax advisers to determine the tax regime

applicable to their particular situation.]

[Not Applicable]

[•]

- 12** Name(s) and address(es), to the extent known to the Issuer, of the placers ("Distributors") in the various countries where the offer takes place. [•]
[The Issuer reserves the right to appoint other distributors during the Offer Period. Any such appointment will be communicated to investors by means of a notice published on the Issuer's website.]
[None]
- 13** Market-Maker: [•]/[Not Applicable]
- 14** Market-making agreement with the Issuer: [Yes]/[No]

Liability for the offer: Any offers made by [the/a] Distributor will be made in its own name and not as an agent of the Issuer or the Dealer and only the [relevant] Distributor will be liable for the relevant offer. Neither the Issuer nor the Dealer accepts any liability for the offer or sale by the relevant Distributor of Securities.

[Risk Factors: Investors should read the risk factors set out in the Asset Return Securities Base Prospectus dated [•] 2010 before making a decision to subscribe for the Securities.] [Italian trades only]

[Selling Restrictions: The selling restrictions applicable to the Securities are set out in the Base Prospectus dated 1 July 2010 relating to the Issuer's Structured Products Programme.] [Italian trades only]

[Notice for investors in Finland: Complaints relating to the offer may be submitted to the Securities Complaints Board.]

[Notice for investors in The Netherlands: The Issuer does not have authorisation from the Dutch Central Bank for the pursuit of the business of a bank in The Netherlands and the Issuer does not have a licence pursuant to section 2:11(1) of the Financial Supervision Act.]

[Scenario Analysis]

[Include if desired]

[Retrospective Simulation]

[Include if desired]

[Source of information: []]

The values used for the simulations are historic and past performance is not a reliable indicator of future performance. The simulations are only examples and should not be considered as implying that the same levels of return could be obtained.

The figures used for the simulations are denominated in [specify currency]. Where investors are resident in a country other than the country or countries of such currency, the return for such investors in the currency of their country of residence may be increased or decreased as a result of currency fluctuations.]

[Redemption Amount/Settlement Amount]

[Include formula and related provisions if desired if not set out in Part A]]

[Interests of Natural and Legal Persons involved in the Issue

[Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer.-Amend as appropriate if there are other interests]]

[Explanation of effect on value of investment and associated risks

[Include a clear and comprehensive explanation of how the value of the investments is affected by the underlying and the circumstances when the risks are most evident]

[(N.B. The above applies if the Securities are derivative securities to which Annex XII of the Prospectus Directive Regulation applies with a denomination of less than EUR 50,000.

When completing this paragraph consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

Responsibility

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such 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 as certain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: _____

Duly authorised

By: _____

Duly authorised

[Index Trademark/Disclaimer] [Licensor] (*delete if not applicable*)

[Add if applicable]

[Additional Selling Restrictions] (*delete if not applicable*)

[Add if applicable]

[Additional Taxation Provisions] (*delete if not applicable*)

[Add if applicable]