



## NatWest Markets Plc

*(incorporated in Scotland with limited liability under the Companies Acts 1948 to 1980,  
registered number SC090312)*

**US\$10,000,000,000**

### US Medium-Term Note Programme

Under the US Medium-Term Note Programme (the ‘**Programme**’) described in this base prospectus (the ‘**Base Prospectus**’), NatWest Markets Plc (‘**NWM Plc**’, the ‘**Issuer**’ and, together with its consolidated subsidiaries, the ‘**NWM Group**’) may, subject to compliance with all relevant laws and regulations, from time to time issue debt instruments (the ‘**Notes**’) denominated in US Dollars (or such other currency as may be specified in the Final Terms) (as defined below). The aggregate principal amount of Notes outstanding will not at any time exceed US\$10,000,000,000 (or its equivalent in other currencies), subject to any duly authorised increase. The terms of each particular issue of Notes will be established by the Issuer and specified in the relevant Final Terms. Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions described herein (as such Base Prospectus may be amended or supplemented from time to time).

The Notes shall constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall rank *pari passu* and without any preference among themselves, and (save to the extent that laws affecting creditors’ rights generally in a bankruptcy, winding up, administration or other insolvency procedure may give preference to any of such other obligations) equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

This document does not constitute an offer of, or the solicitation of an offer to subscribe for or buy, any Notes to any person in any jurisdiction to whom or in which such offer or solicitation is unlawful and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions. The Notes have not been, and will not be, registered under the US Securities Act of 1933, as amended (the ‘**Securities Act**’), or any state securities laws and, subject to certain exceptions, may not be offered or sold, directly or indirectly, within the United States or to or for the account or benefit of US persons, as defined in Regulation S under the Securities Act (‘**Regulation S**’). The Notes may be offered for sale only (i) in the United States, to qualified institutional buyers (‘**QIBs**’) within the meaning of, and in reliance on, Rule 144A under the Securities Act (‘**Rule 144A**’) or another available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; or (ii) outside the United States, to non-US persons in reliance on, and in accordance with, Regulation S, in each case, in compliance with applicable laws and regulations. **Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.** See ‘*Plan of Distribution—Selling Restrictions*’ and ‘*Transfer and Transfer Restrictions*’.

The Notes may be issued on a continuing basis to one or more of the Dealers specified herein and any additional Dealers appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a ‘**Dealer**’ and, together, the ‘**Dealers**’). References in this Base Prospectus to the ‘relevant Dealer’ shall, in relation to any issue of Notes, be to the Dealer agreeing to subscribe for such Notes or, in the case of each issue of Notes syndicated amongst a group of Dealers, the lead manager of such issue.

Application will be made to the Financial Conduct Authority (the 'FCA') under Part VI of the Financial Services and Markets Act 2000 (the 'FSMA') (the 'UK Listing Authority') for Notes issued under the Programme during the period of 12 months from the date of this Prospectus to be admitted to the Official List of the UK Listing Authority (the 'Official List') and to the London Stock Exchange plc (the 'London Stock Exchange') for such Notes to be admitted to trading on the London Stock Exchange's regulated market (the 'Market'). References in this Prospectus to Notes being 'listed' (and all related references) shall mean that such Notes have been admitted to trading on the Market and have been admitted to the Official List. The Market is a regulated market for the purposes of Directive 2014/65/EU, as amended ('MiFID II'). Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of such Notes, the issue price of such Notes and other information which is applicable to each Tranche of such Notes (other than Exempt Notes (as defined below)) will be set out in a final terms document (the 'Final Terms') which will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of the Notes of such Tranche. In the case of Exempt Notes only and if appropriate, a supplementary prospectus will be published which will describe the effect of the agreement reached in relation to such Notes, or such additional terms will be set out in the applicable pricing supplement.

The requirement to publish a prospectus under Regulation (EU) 2017/1129, as amended or superseded (the 'Prospectus Regulation') applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the 'EEA') or the United Kingdom (the 'UK'). References in this Prospectus to 'Exempt Notes' are to Notes for which no prospectus is required to be published under the Prospectus Regulation. Information contained in this Base Prospectus regarding Exempt Notes shall not be deemed to form part of this Prospectus and the UK Listing Authority has neither approved nor reviewed information contained in this Prospectus in connection with Exempt Notes.

As at the date of this Prospectus: (i) long-term senior obligations of the Issuer are rated 'Baa2' by Moody's Investors Service Limited ('Moody's'), 'A-' by S&P Global Ratings Europe Limited ('S&P') and 'A+' by Fitch Ratings Limited ('Fitch'); and (ii) short-term obligations of the Issuer are rated 'A-2' by S&P, 'P-2' by Moody's and 'F1' by Fitch. Notes issued under the Programme may be rated or unrated. When an issue of a certain Series of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme (if any) and such rating may be specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. S&P is established in the European Union and Moody's and Fitch are each established in the United Kingdom. S&P, Moody's and Fitch are registered under the Regulation (EC) No. 1060/2009 (as amended) (the 'CRA Regulation'). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

**See 'Risk Factors' for a discussion of certain factors to be considered prior to making an investment decision in respect of the Notes.**

EACH INITIAL AND SUBSEQUENT PURCHASER OF NOTES OFFERED HEREBY IN MAKING ITS PURCHASE WILL BE DEEMED TO HAVE MADE CERTAIN ACKNOWLEDGEMENTS, REPRESENTATIONS AND AGREEMENTS INTENDED TO RESTRICT THE RESALE OR OTHER TRANSFER OF SUCH NOTES AND MAY IN CERTAIN CASES BE REQUIRED TO PROVIDE CONFIRMATION OF COMPLIANCE WITH SUCH RESALE OR OTHER TRANSFER RESTRICTIONS. SEE 'TRANSFER AND TRANSFER RESTRICTIONS'.

In addition, prospective investors are referred to 'Important Information—MiFID II Product Governance/Target Market' and 'Important Information—PRIIPs / IMPORTANT – EEA and UK Retail Investors'.

#### *Co-Arrangers*

**J.P. Morgan**

**NatWest Markets**

#### *Dealers*

**Citigroup**

**Goldman Sachs & Co. LLC**

**Morgan Stanley**

**RBC Capital Markets**

**SOCIETE GENERALE**

**TD Securities**

**Wells Fargo Securities**

The date of this Base Prospectus  
is 13 May 2020.

## IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129, as amended or superseded (the '**Prospectus Regulation**'), in respect of the Notes other than Exempt Notes. This Base Prospectus has also been prepared for the purpose of giving information with regard to the Issuer and its subsidiaries, which, according to the particular nature of the Issuer and the Notes, 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.

This Base Prospectus has been approved by the FCA, as competent authority under Regulation (EU) 2017/1129. The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms or, in the case of Exempt Notes, the Pricing Supplement (as defined below) for each Tranche (as defined below) of Notes issued under the Programme. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect the import of such information. References herein to this '**Base Prospectus**' are to this document, as supplemented from time to time including the documents incorporated by reference into this Base Prospectus.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Co-Arrangers or the Dealers or any of their affiliates as to the accuracy or completeness of the information contained or incorporated by reference into this Base Prospectus or any information provided by the Issuer in connection with the Programme. No Co-Arranger or Dealer or any of their affiliates accepts any liability in relation to the information contained or incorporated by reference into this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

The Issuer has not authorised any person to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Co-Arrangers or the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or the Notes should be considered as a recommendation by the Issuer or the Dealers or any of their affiliates that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the Issuer's financial condition and affairs, and its own appraisal of the Issuer's creditworthiness. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on the Issuer's behalf or by or on behalf of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. Investors should review, among other things, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Notes.

The Notes have not been, and will not be, registered under the Securities Act or any state securities laws. Unless otherwise specified in any supplement to this Base Prospectus, each Tranche of Notes is initially being privately placed exclusively to persons reasonably believed by the Dealers to be QIBs within the meaning of Rule 144A or in other transactions exempt from the registration requirements of the Securities Act, including in accordance with Regulation S.

Notes offered in the United States to QIBs in reliance on Rule 144A will be represented by one or more '**Rule 144A Global Notes**' and Notes offered outside the United States in reliance on Regulation S will be represented by one or more '**Regulation S Global Notes**' (together with the Rule 144A Global Notes, the '**Global Notes**'). After their initial private placement, Notes represented by Rule 144A Global Notes may be resold to QIBs in transactions satisfying the requirements of Rule 144A or in transactions exempt from the registration requirements of the Securities Act, including in accordance with Regulation S. For a description of

certain restrictions on resale or transfer of the Rule 144A Global Notes, see ‘*Plan of Distribution—Selling Restrictions*’ and ‘*Transfer and Transfer Restrictions*’.

Neither this Base Prospectus nor any Final Terms, nor, in the case of Exempt Notes, the Pricing Supplement constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Co-Arrangers and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Co-Arrangers or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. This Base Prospectus may only be used for the purposes for which it has been published. Persons into whose possession this Base Prospectus or the Notes may come must inform themselves about, and observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, see ‘*Plan of Distribution—Selling Restrictions*’ and ‘*Transfer and Transfer Restrictions*’.

The rating of certain Series of Notes to be issued under the Programme may be specified in the relevant Final Terms or Pricing Supplement. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the European Union (the ‘EU’) and registered under the CRA Regulation will be specified in the relevant Final Terms or Pricing Supplement. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EU and registered under the CRA Regulation unless the rating is provided by a credit rating agency operating in the EU before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused. A list of registered credit rating agencies is available on the European Securities and Markets Authority (‘ESMA’) website at [www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) (list last updated on 14 November 2019).

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the ‘**Benchmarks Regulation**’). If any such reference rate does constitute such a benchmark, the relevant Final Terms or Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation. Transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms or Pricing Supplement. The registration status of any administrator under the Benchmarks Regulation or Pricing Supplement is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the ‘**Stabilising Manager(s)**’) (or any person acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms or Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws, regulations and rules.

**MiFID II Product Governance/Target Market** – The relevant Final Terms or Pricing Supplement in respect of any Notes will include a legend titled ‘MiFID II Product Governance’ which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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

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## OVERVIEW

*The following overview should be read as an introduction to, in conjunction with, and is qualified in its entirety by, the more detailed information that appears elsewhere in this Base Prospectus, including the Registration Document and the NWM Group's Q1 2020 Financial Statements, 2019 Financial Statements and 2018 Financial Statements incorporated by reference into this Base Prospectus. See 'Risk Factors' in this Base Prospectus and the Registration Document for a discussion of certain factors that should be considered in connection with an investment in the Notes. Any decision to invest in the Notes should be based on the consideration of this Base Prospectus as a whole together with the relevant Final Terms or, in the case of Exempt Notes, the relevant Pricing Supplement.*

*In this Base Prospectus, unless otherwise stated or the context otherwise requires, references to the 'Issuer', the 'Bank' and to 'NWM Plc' are to NatWest Markets Plc and references to the 'NWM Group' are to NWM Plc and its subsidiaries. Certain terms used in this overview are defined elsewhere in this Base Prospectus, including under 'Terms and Conditions of the Notes,' or in the Registration Document, incorporated herein by reference.*

### Business Overview

NWM Plc is a wholly owned subsidiary of RBSG, a banking and financial services group.

The NWM Group provides risk management, trading solutions and debt financing principally to Financial Institutions and UK and European corporate customers to help these customers manage their financial risks and achieve their short- and long-term financial goals while navigating changing markets and regulation.

The NWM Group provides Rates, Currency and Financing products to corporate, commercial, business and retail clients of other RBS Group entities, namely Ulster Bank Ireland DAC in the ring-fenced sub-group and RBSI, as well as RBS Group franchises. Income derived from customers whose primary banking relationship is with other RBSG entities is referred to as 'revenue share.' The NWM Group and other entities within the broader RBS Group follow an integrated customer-planning approach to maximise connectivity, which includes customer account planning, allocation decision-making, and opportunity identification. Approximately 30 per cent of the NWM Group's total income for the year ended 31 December 2019 was sourced from customers referred to the NWM Group by other RBS Group entities, compared to 20 per cent for the year ended 31 December 2018.

The three pillars of Rates, Currencies and Financing are summarised below:

- **Rates.** A range of interest rate products that support customers' financing and hedging needs.
- **Currencies.** Access to cash / spot FX, forwards and FX options in more than 60 currency pairs.
- **Financing.** Access to global debt capital markets, offering mainstream bond financing activities, asset backed financing and primary lending products as well as Credit trading capabilities.

The NWM Group is focussed on leveraging technology and automation to add value for customers. The NWM Group has developed digital self-service applications covering, among others, FX, rates, risk management, and international payments services. NWM's strategists and content experts across Currencies, Rates and Financing offer content and ideas alongside market-leading economic insights in the key economies where its customers do business.

The NWM Group's operations are centred around the UK, a market in which it has a strong positioning and a competitive value proposition. The NWM Group targets customers in the UK and Europe and its activities in the US and the APAC region are focused on providing risk distribution capability and access to institutional clients in those regions. For the year ended 31 December 2019, 58 per cent (2018: 72 per cent) of the NWM Group's total income was generated in the UK and Europe, 27 per cent (2018: 18 per cent) was generated in the US and 15 per cent (2018: 10 per cent) was generated in the rest of the world. See '—Geographic Footprint' for further details.

As further discussed under 'Business Description—The NWM Group's History and Development,' in the year ended 31 December 2018 the RBS Group restructured its group legal entities and business model to meet the requirements of UK ring-fencing legislation. Following this, NWM Plc became the principal holding and operating company for the RBS Group's operations outside the ring-fence and the NWM Group's business,



operations and financial condition cannot be compared to its business, operations and financial condition prior to the implementation of the UK ring-fencing regime. The implementation of the UK ring-fencing regime had a material impact on the NWM Group's operational footprint, balance sheet composition, funding strategy, capital requirements and credit ratings. Accordingly, the NWM Group adapted its strategy and business model and adopted new processes and structures for, among other things, financial reporting, risk management and corporate governance and has also implemented a shared services model with the ring-fenced entities for certain other services.

Due to the exit of the UK from the European Union, financial institutions and some of their customers that previously accessed European markets through the UK were required to relocate activities to Europe to ensure business continuity and minimise disruption to customers. To manage the risks arising from Brexit, NatWest Markets N.V. ('NWM NV') began transacting new business on 25 March 2019 to ensure continuity of service to EEA customers following the UK's exit from the EU. In November 2019, NWM NV and its holding company, RBS Holdings N.V., were acquired by NWM Plc from RBSG.

In February 2020, RBSG announced that it will become a purpose-led organisation, operating with the purpose to champion potential, helping people, families and businesses to thrive. This strategy entails balancing the interests and changing needs of all stakeholders, with a focus on the three core areas where RBSG believes it can make a unique contribution to the broader issues that are impacting the lives of its customers and communities, being Enterprise, Learning and Climate change.

As part of this new strategy, RBSG undertook a review of its core businesses to inject greater discipline in its approach to customer and capital allocation. Following this review, the NWM Plc is being refocused to support a more integrated corporate and institutional customer offering, which is intended to result in it having a sustainable future within RBSG but with a substantial reduction in NWM Plc's risk-weighted assets ('RWAs') of around £14-18bn in the medium term.

Capital deployment is planned to be re-orientated towards activities supporting the RBSG Group's corporate and institutional customers and NWM Plc and NWM franchise RWAs are expected to be significantly reduced, initially through, among others, optimising inefficient capital and accelerating the exit of historic credit exposures. This is expected to result in the RBS Group's NWM franchise reducing RWAs by c.50 per cent to around £20bn, becoming c.10 per cent of the RBS Group's total RWAs in the medium term. A reduction of the NWM franchise RWAs to around £32bn is planned in 2020, which is expected to have a material impact on the size and shape of the NWM franchise and NWM Plc's RWAs.

NWM franchise CET 1 capital is also intended to reduce by c.50 per cent to around £3bn. The capital reduction is expected to be CET 1 capital ratio accretive in year one and over the course of the transition period.

It is expected that NWM Plc will be in a period of significant transformation and incur material costs as it implements this strategy over a medium term transition period.

### **The NWM Group's Strategy**

In February 2020, RBSG announced that it will become a purpose-led organisation, operating with the purpose to champion potential, helping people, families and businesses to thrive. This strategy will mean balancing the interests and changing needs of all stakeholders, with a focus on the three core areas where RBSG believes it can make a unique contribution to the broader issues that are impacting the lives of its customers and communities. These are:

- Enterprise - Addressing barriers to enterprise and business creation: the biggest supporter of start-ups in the UK and RoI;
- Learning - Skill building particularly around financial confidence: a leading learning organisation; enhancing the financial ability of the UK and RoI and the skills of employees; and
- Climate change - Supporting the necessary transition to a lower carbon economy: a leading bank in the UK and RoI helping to address the climate challenge.

As part of this new strategy, RBSG undertook a review of its core businesses to inject greater discipline in its approach to customer and capital allocation. Following this review, the NWM franchise is being refocused to support a more integrated corporate and institutional customer offering, which is intended to result in it having a sustainable future within RBSG.

The NWM Group has an important role in delivering this future strategy by connecting the RBS Group's corporate and institutional customers with international capital markets and helping them to manage their financing and risk management needs.

The NWM Group intends to implement a leaner operating model and will focus capital towards supporting the RBS Group's customers' needs and increasing its focus on digital solutions. Alongside this, it plans to reduce its RWAs, managing down and optimising inefficient capital and activities. It is expected that the business will be in a period of significant transformation and incur material costs as it implements this strategy.

The purpose-led approach is supported by the NWM Group's strategic priorities and, taken together with the NWM Group's and the RBS Group's financial targets, set out how the NWM Group expects to create value and deliver sustainable financial returns for the benefit of all NWM Group stakeholders.

### *Supporting customers*

The NWM Group is focused on stronger alignment to the RBS Group's core customers, applying capital markets expertise and thought leadership in areas across a Financing, Currencies and Rates offering. The NWM Group plans to support the customers as one bank and increase penetration with the RBS Group's customers that play a critical role in the development of the UK economy.

The NWM Group is focused on developing new innovative solutions to its customers and offering an improved automated customer experience. Accordingly, the NWM Group continues to digitise product distribution and execution, with increased automation across its Rates and Currencies product set.

The NWM Group's commitment to excel in customer service is evidenced by numerous awards received in the year ended 31 December 2019, including:

- Number one for 'Overall Service Quality' in the 2019 Greenwich Associates FX survey;
- Risk Solutions House of the Year' in the Risk Award (2020);
- 'Coming of Force FIG Bond' in the Global Capital Bond Awards (2019); and
- '#1 Traditional Private Placement Agent for European Issuer' by Dealogic (2019)

### *Simple to deal with*

The NWM Group is focused on re-engineering led simplification to drive better customer experience and colleague engagement. Accordingly, the NWM Group aims to adopt a technology strategy tailored to digitise, consolidate and simplify. In addition, the NWM Group seeks to leverage synergies across the RBS Group where services can be shared to deliver a leaner operating model. The NWM Group aims to continue reducing its application estate and explore platform consolidation and simplification opportunities to reduce complexity and improve efficiencies.

The NWM Group continues to invest in and modernise its infrastructure through its Infrastructure Modernisation Programme ('IMP') to upgrade its infrastructure using the latest cloud-based computing and software solutions. Through the IMP, the NWM Group aims to deliver innovative, user-friendly and cost-efficient technology solutions for the NWM Group's business and customers to improve the NWM Group's productivity and increase its ability to collaborate with its customers.

### *Powered by innovation & partnerships*

The NWM Group aims to maintain strong pace of business model innovation and partnership, enhancing and growing its current capability whilst planning new initiatives. The NWM Group has delivered innovative solutions to its customers, such as the successful partnering of FXmicropay with service providers over 2019. The NWM Group has also continued to partner with fintech firms to support improved customer and colleague experience.

The NWM Group has also in 2019 appointed a Chief Digital Officer ('CDO') to shape and lead digital priorities. These priorities include the digital transformation of customer businesses, growing digital-led businesses and transforming businesses through the use of data, analytics, automation and technology.

### ***Sharpened customer focus & capital allocation***

The NWM Group aims to refocus to support a more integrated corporate and institutional customer offering, with full service financing and risk management. This includes focusing on serving core NWM customers and large / mid corporate customers from the Commercial Bank.

Capital deployment is intended to be deployed towards activities supporting the RBS Group's corporate and institutional customers and the NWM Group's RWAs are expected to be significantly reduced, initially through optimising inefficient capital and accelerating the exit of historic credit exposures. This is expected to result in the RBS Group's NWM franchise reducing RWAs by c.50 per cent to around £20bn, becoming c.10 per cent of the RBS Group's total RWAs in the medium term. A reduction of the NWM franchise RWAs to around £32bn is planned in 2020, which is expected to have a material impact on the size and shape of the NWM franchise and NWM Plc's RWAs.

### **Recent Developments**

#### ***The impact of the Covid-19 pandemic***

In the uncertain and rapidly changing environment brought about by the Covid-19 pandemic, the NWM Group's priority has been to continue serving customers while protecting and supporting colleagues. The NWM Group quickly mobilised business continuity plans in line with guidance from respective public health authorities to ensure that the business remains fully operational with the vast majority of colleagues now working remotely.

The NWM Group has continued to actively engage with customers on their financing and risk management needs and has supported them on a number of significant transactions. The NWM Group is working across the ring-fence with the RBS Group's Commercial Banking business to facilitate existing, as well as new, customers' access to the Bank of England's Covid-19 Corporate Financing Facility ('CCFF').

The NWM Group has managed risk appropriately during the crisis and balance sheet, capital and liquidity metrics remained strong at 31 March 2020. However, the effects of the Covid-19 pandemic have had, and are likely to continue to have, a material adverse impact on the NWM Group's business operations and may affect its financial performance and ability to meet its targets going forward.

The NWM Group is committed to the strategy announced on 14 February 2020 and will continue to review opportunities for refocusing the business and reducing RWAs over the medium term.

Please also refer to '*Risk Factors —The direct and indirect effects of the COVID-19 pandemic are having an adverse impact on the NWM Group's business and results of operations, which is likely to be material if conditions worsen or are prolonged, and may affect its ability to meet its targets and achieve its strategic objectives.*' in the Registration Document.

#### ***Update on the UK's withdrawal from the European Union ("Brexit")***

Following the EU Referendum in June 2016, and pursuant to the exit process triggered under Article 50 of the Treaty on European Union in March 2017 and the ratification of the withdrawal agreement by the UK government and the EU (through the Council of Ministers), the UK ceased to be a member of the EU and the EEA on 31 January 2020 and entered a transition period, currently due to expire on 31 December 2020. During this transition period, the UK retains the benefits of membership of the EU's internal market and the customs union, but loses its representation in the EU's institutions and its role in EU decision-making. The UK and EU are currently seeking to determine the terms of their future relationship by the end of the transition period, and the resulting economic, trading and legal relationships with both the EU and other counterparties currently remain unclear and subject to significant uncertainty. Please also refer to '*Risk Factors – Prevailing uncertainty regarding the terms of the UK's withdrawal from the European Union has adversely affected and will continue to affect the NWM Group*' and '*Risk Factors – The NWM Group faces market risk as a result of increased political and economic risks and uncertainty in the UK and global markets*' of the Registration Document.

### **Overview of Key Risk Factors**

An investment in the Notes involves risks. Such risks include, but are not limited to, the risk factors described below and in the section entitled '*Risk Factors*' in the Registration Document and in this Base

Prospectus. Any of these risks could have a material adverse effect on the Issuer's business, results of operations, financial position or future prospects or the value of the Notes. Additional risks and uncertainties, including those of which the board of directors of the NWM Group is currently unaware or deems immaterial, may also have a material adverse effect on the business, results of operations, financial position or future prospects of the NWM Group or may result in other events that could cause investors to lose all or part of their investment. This Base Prospectus also contains forward-looking statements that are subject to future events, risks and uncertainties. The actual outcome could differ materially from the outcome anticipated in these forward-looking statements as a result of many factors, including but not limited to the risks described below and elsewhere in this Base Prospectus. See 'Important Information for Investors—Special Notice Regarding Forward-looking Statements'.

Risks related to the markets in which the NWM Group operates include, but are not limited to the following:

- strategic risk, including in respect of:
  - the implementation and execution of the NWM Refocusing;
  - the impact of the RBS Group's Purpose-led Strategy and climate ambition on the NWM Group; and
  - the risk that the NWM Group may not achieve its targets;
- financial resilience risk, including in respect of:
  - the NWM Group's ability to meet targets, generate returns or implement its strategy effectively;
  - the recent structural change as a result of the UK ring-fencing regime and the acquisition of NWM NV;
  - the NWM Group's reliance on access to global capital markets to meet its funding commitments;
  - the ability of the NWM Group to meet prudential regulatory requirements for capital and liquidity;
  - NWM Plc's ability to adequately access sources of liquidity and funding;
  - NWM Plc's (and its subsidiaries) ability to manage its capital, liquidity or funding effectively;
  - changes in the credit ratings of RBSG, any of its subsidiaries or any of its respective debt securities;
  - the highly competitive markets in which the NWM Group operates;
  - the RBS Group's ability to meet requirements of regulatory stress tests;
  - deteriorations in borrower and counterparty credit quality;
  - possible losses or the requirement to maintain higher levels of capital as a result of limitations or failure of various models;
  - sensitivity of the NWM Group's financial statements to underlying accounting policies, judgments, assumptions and estimates;
  - changes in applicable accounting policies or rules; and
  - the application of UK statutory stabilisation or resolution powers;
- operational and IT resilience risk, including in respect of:
  - the NWM Group being subject to cyberattacks;
  - operational risks inherent in the NWM Group's business;

- the NWM Group’s operations being highly dependent on its IT systems;
- the NWM Group relying on attracting, retaining, developing and remunerating senior management and skilled personnel and maintaining good employee relations;
- the NWM Group’s risk management framework; and
- reputational risk;
- economic and political risk, including in respect of:
  - the uncertainty surrounding the Covid-19 pandemic and its impact on the NWM Group;
  - increased political and economic risks and uncertainty in the UK and global markets;
  - prevailing uncertainty surrounding the terms of the UK’s withdrawal from the European Union;
  - climate change and the transition to a low carbon economy;
  - changes in interest rates;
  - changes in foreign currency exchange rates; and
  - HM Treasury’s ownership of RBSG and the possibility that it may exert a significant degree of influence over the RBS Group; and
- legal, regulatory and conduct risk, including in respect of:
  - the NWM Group’s businesses being subject to substantial regulation and oversight;
  - legal, regulatory and governmental actions and investigations;
  - the transition of LIBOR and IBOR rates to alternative risk free rates; and
  - changes in tax legislation.

### Summary Financial and Other Information

The consolidated income statement and balance sheet data presented below have been derived from the Financial Statements. The 2019 Financial Statements and the 2018 Financial Statements are prepared in accordance with IFRS (as adopted by the European Union), include consolidated financial information of the NWM Group as at and for the years ended 31 December 2019, 2018 and 2017 and have been audited by Ernst & Young LLP. The Q1 2020 Financial Statements include consolidated interim financial information of the NWM Group as at and for the three months ended 31 March 2020 and have been reviewed by Ernst & Young LLP. The Financial Statements and the reports of Ernst & Young LLP on the 2019 Financial Statements and the 2018 Financial Statements are incorporated by reference into this Base Prospectus.

The information below should be read together with the Financial Statements incorporated by reference into this Base Prospectus and the sections ‘*Important Information for Investors—Presentation of Financial Information*,’ ‘*Important Information for Investors—Non-GAAP Measures of Financial Performance*’ and ‘*Operating and Financial Review*’ of the Registration Document.

### Consolidated Income Statement Data

	For the years ended 31 December			For the three months ended 31 March	
	2019	2018	2017	2020	2019
			£m		
Interest receivable.....	697	406	270	152	126
Interest payable.....	(847)	(673)	(222)	(195)	(162)
<b>Net interest income</b> .....	<b>(150)</b>	<b>(267)</b>	<b>48</b>	<b>(43)</b>	<b>(36)</b>
Fees and commissions receivable.....	324	260	282	92	91
Fees and commissions payable.....	(337)	(233)	(275)	(76)	(60)

	For the years ended 31 December			For the three months ended 31 March	
	2019	2018	2017	2020	2019
			£m		
Income from trading activities.....	805	1,045	737	599	221
Gain on redemption of own debt .....	—	101	—		
Other operating income .....	77	(48)	119	(32)	60
<b>Non-interest income</b> .....	<b>869</b>	<b>1,125</b>	<b>863</b>	<b>583</b>	<b>312</b>
<b>Total income</b> .....	<b>719</b>	<b>858</b>	<b>911</b>	<b>540</b>	<b>276</b>
Staff costs .....	(691)	(579)	(894)	(190)	(179)
Premises and equipment .....	(111)	(120)	(152)	(30)	(24)
Other administrative expenses.....	(177)	(1,524)	(1,389)	(228)	(23)
Depreciation and amortisation.....	(18)	(14)	49	(7)	(5)
<b>Operating expenses</b> .....	<b>(997)</b>	<b>(2,237)</b>	<b>(2,386)</b>	<b>(455)</b>	<b>(231)</b>
Profit/(Loss) before impairment losses.....	(278)				45
		(1,379)	(1,475)	85	
Impairment releases/(losses).....	48	102	79	5	20
<b>Operating profit/(loss) before tax</b> ....	<b>(230)</b>	<b>(1,277)</b>	<b>(1,396)</b>	<b>90</b>	<b>65</b>
Tax (charge)/credit .....	109	33	160	(82)	53
<b>Profit/(Loss) from continuing operations</b> .....	<b>(121)</b>	<b></b>	<b></b>	<b>8</b>	<b>(306)</b>
Profit from discontinued operations, net of tax(1).....	—	2,461	1,192	—	—
<b>Profit/(loss) for the period</b> .....	<b>(121)</b>	<b>1,217</b>	<b>(44)</b>	<b>8</b>	<b>(306)</b>

(1) This reflects, amongst other items, the results of the businesses within the ring-fenced bank up until the point of transfer of NatWest Holdings Group to RBSG.

## Balance Sheet Data

	NWM Group				NWM Plc			
	As at 31 December			As at 31 March		As at 31 December		
	2019	2018	2017	2020	2019	2019	2018	2017
	£m			£m		£m		
<b>Assets</b>								
Cash and balances at								
central banks .....	12,729	11,188	153	11,837		9,953	11,095	93
Trading assets(1) .....	76,540	74,972	85,932	81,376		57,768	61,990	73,011
Derivatives.....				207,54				
	148,696	134,250	159,278	1		147,458	134,291	162,005
Settlement balances .....	4,339	2,705	2,497	9,785		3,353	1,421	1,614
Loans to banks –								
amortised cost .....	1,088	626	371	1,334		238	454	195
Loans to customers –								
amortised cost .....	8,361	8,366	9,638	12,209		6,910	7,908	9,133
Amounts due from								
holding company and fellow subsidiaries .....	1,231	3,398	216	1,917		7,145	11,800	6,470
Other financial assets.....	12,305	11,268	3,120	12,218		11,636	10,995	3,079
Investment in group undertaking .....	—	—	—	—		2,905	1,151	496
Other assets(2) .....	847	1,108	465,032	815		687	936	269,793
<b>Total assets</b> .....	<b>266,136</b>	<b>247,881</b>	<b>726,237</b>	<b>339,032</b>		<b>248,053</b>	<b>242,041</b>	<b>525,889</b>
<b>Liabilities</b>								
Bank deposits.....	2,089	2,749	528	3,784		2,038	2,777	527
Customer deposits.....	3,703	2,580	3,257	5,725		2,247	2,390	3,063
Amounts due to holding company and fellow subsidiaries .....	8,300	10,161	90	8,742		16,858	23,505	14,994

Settlement balances .....	4,022	2,914	2,817	8,905	2,648	1,977	1,372
Trading liabilities(1) .....	73,836	72,289	81,960	80,721	53,576	54,540	64,182
Derivatives.....				201,73			
	144,142	129,914	153,330	7	142,390	129,974	155,098
Other financial liabilities ...	18,445	16,279	11,255	17,387	17,470	16,279	11,255
Other liabilities(2).....	1,689	1,906	437,740	1,999	1,195	1,677	230,876
Total liabilities .....	<u>256,226</u>	<u>238,792</u>	<u>690,977</u>	<u>329,000</u>	<u>238,422</u>	<u>233,119</u>	<u>481,367</u>
Owners' equity .....	9,907	9,087	35,203	10,079	9,631	8,922	44,522
Non-controlling interests ...	3	2	57	(47)	—	—	—
Total equity .....	<u>9,910</u>	<u>9,089</u>	<u>35,260</u>	<u>10,032</u>	<u>9,631</u>	<u>8,922</u>	<u>44,522</u>
Total liabilities and equity .....	<u>266,136</u>	<u>247,881</u>	<u>726,237</u>	<u>339,032</u>	<u>248,053</u>	<u>242,041</u>	<u>525,889</u>

- (1) For a further analysis of the 'Trading assets' and 'Trading liabilities' see 'Operating and Financial Review—Consolidated Financial Information for the Three Months Ended and as at 31 March 2020 and 2019—Balance Sheet', 'Operating and Financial Review—Consolidated Financial Information for the Years Ended and as at 31 December 2019 and 2018—Balance Sheet' and 'Operating and Financial Review—Consolidated Financial Information for the Years Ended and as at 31 December 2018 and 2017—Balance Sheet' of the Registration Document.
- (2) For 31 December 2017, this line principally represents assets and liabilities associated with the businesses of the ring-fenced bank, which were held by the NWM Group until the point of transfer of NatWest Holdings Group to RBSG. For a further analysis of the line items 'Other assets' and 'Other liabilities,' see 'Operating and Financial Review—Consolidated Financial Information for the Years Ended and as at 31 December 2018 and 2017—Balance Sheet' and 'Operating and Financial Review—Consolidated Financial Information for the Years Ended and as at 31 December 2018 and 2017—Balance Sheet' of the Registration Document.

## Other Data

	Year ended 31 December 2019	Year ended 31 December 2018	Year ended 31 December 2017	For the three months ended 31 March 2020
<b>Performance key metrics and ratios(1)</b>				
Liquidity coverage ratio (LCR) (%) (2)(3) .....	254	457	nm	287
Liquidity portfolio (£bn)(4) .....	16.1	16.6	nm	16.6
Stressed coverage ratio (%) (2)(5) .....	153	208	nm	-
Total wholesale funding (£bn)(6) .....	21.9	19.8	13.0	22.0
Total funding including repo (£bn)(7) .....	85.0	80.0	68.6	96.8
Common Equity Tier (CET 1) ratio (%) (8) .....	17.3	15.6	14.7	15.7
CRR leverage ratio (%) (9) .....	5.1	5.0	5.6	4.3
Risk-weighted assets (RWAs) (£bn)(10) .....	35.2	40.8	136.8	35.3
Total Capital ratio (%) (11) .....	24.2	21.5	18.7	22.8
Total CRR-compliant MREL (£bn)(2) .....	13.5	13.9	nm	13.3
MREL ratio (%) (2)(12) .....	38.4	34.0	nm	37.8

- (1) Capital resources, RWAs and leverage based on the PRA transitional arrangements for NWM Plc. Regulatory capital is monitored and reported at legal entity level for significant subsidiaries of the RBS Group. Leverage is based on the CRR end-point minimum requirement.
- (2) These metrics have been presented for the NWM Plc solo legal entity / non-consolidated basis for 2019 and 2018 as managed internally, based on the establishment of the liquidity portfolio during 2018 and the legal entity being restructured into a standalone non ring-fenced bank. As a result of the restructure, the 2017 comparative is not meaningful ('nm').
- (3) The LCR is a regulatory measure that requires banks to hold sufficient liquid assets to cover a period of liquidity stress. It is calculated by taking a firm's high quality liquid assets (HQLA) divided by its 30 day stress net outflows.
- (4) The liquidity portfolio comprises largely of cash and high quality government securities that can be readily converted to cash within a short timeframe and with a reliable value. For the year ended 31 December 2019, the calculation of the liquidity portfolio metric aligns the liquidity values to the stressed outflow coverage, which entails the application of discounts (or haircuts) to the liquidity instruments. Liquidity portfolio values for 2018 have been presented on the same basis. The 2017 balances include those assets related to ring-fenced bank activity, and as both the ring-fenced business and its associated liquidity portfolio has been transferred into another legal entity, the liquidity portfolio is not meaningful for comparison. As a standalone bank NWM Plc manages its liquidity portfolio independently with effect from 2018.

- (5) The stressed outflow coverage ('SOC') is an internal measure calculated by reference to liquid assets as a percentage of net stressed contractual and behavioural outflows over three months under the worst of three severe stress scenarios: a market-wide stress, an idiosyncratic stress and a combination of both. The stressed coverage ratio is only published at year-end.
- (6) Excluding derivative cash collateral, repo, customer deposits and intra-RBS Group balances. The 2017 data relates to continuing operations only. See '*Operating and Financial Review–Funding and Liquidity–Funding*' and '*Selected Statistical Data and Other Information –Deposits and Short-Term Borrowings*' of the Registration Document.
- (7) The 2017 data relates to continuing operations only.
- (8) A regulatory measure which assesses the highest quality of capital held as a percentage of RWAs, which represents both the size and inherent riskiness of on and off balance sheet exposures.
- (9) The leverage ratio measures the Tier 1 capital expressed as a percentage of leverage exposure. Leverage exposure is broadly aligned to the accounting value of on and off balance sheet exposures but subject to certain adjustments for trading positions, repurchase agreements and off balance sheet exposures.
- (10) RWAs are a measure of the NWM Group's assets and off balance sheet positions that capture both the size and risks inherent in those positions. The 2017 balances include those assets related to ring-fenced bank activity and accordingly are not directly comparable to the 2018 and 2019 balances.
- (11) A regulatory measure which assesses total capital held as a percentage of RWAs.
- (12) A measure of the total resources that would be available in an ordinary resolution situation. It is calculated as total regulatory capital and CRR-compliant MREL instruments with a maturity of at least one year, expressed as a percentage of RWAs.



## General Description of the Programme

*This general description of the Programme does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Base Prospectus. This overview must be read as an introduction to this Base Prospectus. Any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including the documents incorporated by reference, by any investor. Terms not defined in this section are defined elsewhere in this Base Prospectus.*

Issuer.....	NatWest Markets Plc.
Description .....	US Medium-Term Note Programme.
Co-Arrangers .....	J.P. Morgan Securities LLC NatWest Markets Securities Inc.
Dealers .....	Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, RBC Capital Markets, LLC, SG Americas Securities, LLC, TD Securities (USA) LLC, Wells Fargo Securities, LLC and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Fiscal Agent.....	Citibank, N.A., whose address is Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.
Size .....	The aggregate principal amount of Notes outstanding at any time shall not exceed \$10,000,000,000. The Issuer may increase the amount of the Programme from time to time without the consent of the holders of the Notes (the <b>'holders'</b> ).
Currency .....	US dollars, unless otherwise indicated in the applicable Final Terms or Pricing Supplement.
Maturities.....	Any maturity as indicated in the applicable Final Terms or Pricing Supplement.
Issue Price.....	Notes will be issued at an issue price which is at par or at a discount to, or premium over, par, as specified in the relevant Final Terms or Pricing Supplement.
Form of Notes.....	Unless otherwise specified in any supplement to this Base Prospectus, Notes offered in the United States to QIBs in reliance on Rule 144A will be represented by one or more Rule 144A Global Notes and Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes. Copies of the Global Notes will be available for inspection at the specified office of the Fiscal Agent.  Global Notes representing the Notes will be held by or on behalf of The Depository Trust Company ( <b>'DTC'</b> ) for the benefit of participants in DTC, including Euroclear Bank SA/NV ( <b>'Euroclear'</b> ) and Clearstream Banking S.A. ( <b>'Clearstream,</b>

**Luxembourg’).**

Denomination of Notes.....	The Notes will be issued in minimum denominations of \$200,000 and integral multiples of 1,000 in excess thereof, unless otherwise specified in the applicable Final Terms or Pricing Supplement.
Status of the Notes.....	The Notes shall constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall rank <i>pari passu</i> and without any preference among themselves, and (save to the extent that laws affecting creditors’ rights generally in a bankruptcy, winding up, administration or other insolvency procedure may give preference to any of such other obligations) equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.
Issuance in Series.....	The Notes will be issued in separate series (each, a ‘ <b>Series</b> ’) under the Fiscal and Paying Agency Agreement and each Series may comprise one or more tranches of Notes (each, a ‘ <b>Tranche</b> ’). The Notes of each Tranche that constitute the same Series will be subject to identical terms (other than the Issue Date, the Interest Commencement Date and Issue Price) and shall be deemed to include the Global Notes and the definitive Notes of such Series, if any, provided, however, that if Notes of a further issue have the same CUSIP, ISIN and/or Common Code as the Notes of an original issue, such further Notes must be fungible with the outstanding Notes for US federal income tax purposes.
Interest .....	<p>The following types of Note may be issued: Notes (i) bearing interest at one or more fixed rates of interest, (ii) bearing interest at one or more floating rates of interest, (iii) bearing interest calculated by reference to, in the case of an initial period, an initial fixed rate of interest and, thereafter, a fixed rate of interest determined pursuant to applicable reset provisions, (iv) not bearing interest, or (v) being a combination of any of the foregoing.</p> <p>Interest periods, rates of interest and the amounts payable on redemption may differ depending on the Notes being issued. Such terms will be specified in the applicable Final Terms or Pricing Supplement.</p>
Interest Payments.....	Interest may be paid monthly, quarterly, semi-annually, annually or at such other intervals as are specified in the relevant Final Terms or Pricing Supplement.
Agreement with Respect to the Exercise of UK Bail-in Power.....	Notwithstanding any other agreements, arrangements, or understandings between the Issuer and any holder or beneficial owner of the Notes, by its acquisition of Notes, each holder and beneficial owner of the Notes acknowledges, accepts, agrees to be bound by and consents to the exercise of any UK bail-in power by the relevant UK authority which

may result in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the Notes; (ii) the conversion of all, or a portion, of the principal amount of, or interest on, the Notes into ordinary shares or other securities or other obligations of the Issuer or another person; and/or (iii) the amendment or alteration of the Maturity Date applicable to such Notes, or amendment of the amount of interest due on the Notes, or the Interest Payment Dates applicable to any such Notes, including by suspending payment for a temporary period; in which UK bail-in power may be exercised by means of variation of the terms of the Notes solely to give effect to the exercise by the relevant UK authority of such UK bail-in power. Each holder and beneficial owner of the Notes further acknowledges and agrees that the rights of the holders and/or beneficial owners under the Notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any UK bail-in power by the relevant UK authority.

A **'UK bail-in power'** means any write-down, conversion, transfer, modification or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the NWM Group, including but not limited to any such laws, regulations, rules or requirements which are implemented, adopted or enacted within the context of, or in relation to, a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms (whether or not the UK is a Member State of the European Union) and/or within the context of a UK resolution regime under the Banking Act 2009, as the same has been or may be amended from time to time (whether pursuant to the UK Financial Services (Banking Reform) Act 2013, secondary legislation or otherwise, the **'Banking Act'**) pursuant to which any obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, modified, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligations may be deemed to have been exercised. The **'relevant UK authority'** means any authority with the ability to exercise a UK bail-in power.

Repayment of Principal and Payment of Interest  
 After Exercise of UK Bail-in Power.....

No repayment of the principal amount of the Notes or payment of interest on the Notes shall become due and payable after the exercise of any UK bail-in power by the relevant UK authority unless, at the time that such repayment or payment, respectively,

	is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations of the United Kingdom and the European Union applicable to the Issuer and the NWM Group.
Redemption.....	The applicable Final Terms or Pricing Supplement will specify the redemption amount and whether the relevant Notes can be redeemed prior to their stated maturity (other than for taxation reasons or following an event of default) (i) at the option of the Issuer and/or (ii) at the option of the holders of such Notes, as described in Condition 6 of the Terms and Conditions of the Notes (the ‘ <b>Conditions</b> ’).
Redemption for Tax Reasons.....	<p>The Notes of any Series may be redeemed at the option of the Issuer in whole, but not in part, at the Early Redemption Amount (as set forth in the applicable Final Terms or Pricing Supplement):</p> <p>(i) in the event that as a result of a change in law in the United Kingdom, it is obliged to pay additional amounts as described in Condition 8 in respect of any present or future tax, duty or charge of whatever nature imposed or levied by or on behalf of the United Kingdom or any political subdivision or any authority thereof or therein having the power to tax; or</p> <p>(ii) upon the occurrence of certain other changes in the treatment of the relevant Notes for taxation purposes as described in Condition 6(b),</p> <p>in each case provided that the Issuer cannot avoid the foregoing by taking measures reasonably available to it.</p>
Withholding Taxes .....	<p>All payments in respect of the Notes will be made without withholding or deduction for or on account of taxes levied in the UK unless such withholding or deduction is required by law.</p> <p>In the event payments are subject to withholding or deduction of tax, subject to certain exceptions, the Issuer will pay such additional amounts as will result in receipt by holders of the amount that would have been received in the absence of such withholding or deduction.</p>
Taxation.....	For certain UK and US tax considerations, see ‘ <i>Taxation</i> ’.
Events of Default.....	The events or circumstances described in Condition 10 shall be acceleration events in relation to the Notes of any Series of Notes.
Listing and Admission to Trading .....	Each Series of Notes may be listed on the London Stock Exchange and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system as may be agreed between the Issuer and the relevant Dealer(s) (if any) and specified in the relevant Final Terms or

Pricing Supplement or may be issued on the basis that a Series of Notes will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.

Governing Law ..... The Notes will be governed by and construed in accordance with the laws of the State of New York; except that Condition 3 will be governed by and construed in accordance with the laws of Scotland.

Selling Restrictions ..... The Notes have not been and will not be registered under the Securities Act or any state securities laws and, subject to certain exceptions, may not be offered or sold directly or indirectly within the United States or to or for the benefit of US persons. In addition, there are certain restrictions on the offer, sale and transfer of the Notes in the EEA and the UK and such other restrictions as may be required in connection with the offer and sale of a particular Tranche of Notes. See *'Plan of Distribution'* and *'Transfer and Transfer Restrictions'*.

Risk Factors ..... There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes. See *'Risk Factors'* for a discussion of certain factors to be considered in connection with an investment in the Notes.

Ratings ..... The Programme has been rated by the following rating agencies: S&P, Moody's and Fitch. Up-to-date information should always be sought by direct reference to the relevant rating agency.

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

## RISK FACTORS

*This Base Prospectus (including the documents incorporated by reference) identifies in a general way the information that a prospective investor should consider prior to making an investment in the Notes. Prospective investors should consider carefully the risk factors set out below as well as the other information set out elsewhere in this Base Prospectus, including the Registration Document, the Q1 2020 Financial Statements, the 2019 Financial Statements and the 2018 Financial Statements, each incorporated by reference herein, and reach their own views prior to making any investment decision with respect to the Notes.*

*Set out below and incorporated by reference herein are certain risk factors that, if they were to materialise, could have a material adverse effect on the business, operations, financial condition or prospects of the Issuer and cause the Issuer's future results to be materially different from expected results. Where such material adverse effects are identified below, they should not be read as mutually exclusive of one another and any such effects could materialise as a result of the risks identified. The Issuer has described only those risks that it considers to be material. There may be additional risks that the Issuer currently considers not to be material or of which it is not currently aware, and any of these risks could have the effects set forth above. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*Each of the risks highlighted could have a material adverse effect on the trading price of the Notes or the amount of principal and interest which investors will receive in respect of the Notes. In addition, each of the highlighted risks could adversely affect the price of the Notes or the rights of investors under the Notes and, as a result, investors could lose some or all of their investment. Prospective investors should consult their own financial, tax and legal advisers regarding the risks of an investment in the Notes.*

*Certain terms used in this section are defined elsewhere in this Base Prospectus, including under 'Terms and Conditions of the Notes,' or in the Registration Document, incorporated herein by reference.*

### **Risk Factors Relating to the NWM Group**

Prospective investors should consider carefully the section entitled 'Risk Factors' of the Registration Document, which is incorporated by reference into this Base Prospectus, and identifies risk factors related to the NWM Group that could have a material adverse effect on the business, operations, financial condition or prospects of the Issuer and cause the Issuer's future results to be materially different from expected results. See 'Documents Incorporated by Reference' in this Prospectus.

### **Risk Factors Relating to the Notes**

***The Notes contain limited Defaults and Events of Default provisions, and the remedies available thereunder are limited.***

The Events of Default, being events upon which Noteholders holding a sufficient amount of Notes of a Series may declare the relevant Notes to be immediately due and payable, are limited as set out in Condition 10. The Notes contain limited Defaults and Events of Default provisions, and the remedies available thereunder are limited. On the occurrence of such an Event of Default, the holders of the Notes have only limited enforcement remedies. Each Event of Default, including relating to the payment of principal, is subject to a grace or cure period. However, if such an Event of Default with respect to the Notes occurs and is continuing, the holders of at least 25 per cent. in aggregate principal amount of the outstanding Notes may declare the principal amount of, and any accrued but unpaid interest on, the Notes to be due and payable immediately.

***Regulatory actions in the event a bank or investment firm in the NWM Group is failing or likely to fail could materially adversely affect the value of the Notes and the rights of Noteholders thereunder.***

Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (as the same may be amended or replaced from time to time, the 'BRRD') provides an EU-wide framework for the recovery and resolution of credit institutions and investment firms, their subsidiaries and certain holding companies. The BRRD requires all EEA Member States to provide their relevant resolution authorities with a set of tools to intervene sufficiently early and quickly with respect to an institution which is failing or likely to fail so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the broader economy and financial system.

In the United Kingdom, the majority of the requirements of the BRRD have been implemented into national law in the Banking Act and other legislation. The UK implementation of the BRRD included the introduction of the UK bail-in tool as of 1 January 2015. For more information on the UK bail-in tool, see ‘—*The relevant UK authority may exercise the UK bail-in tool in respect of the Issuer and the Notes, which may result in holders of the Notes losing some or all of their investment*’ and ‘—*Under the terms of the Notes, holders have agreed to be bound by the exercise of any UK bail-in power by the relevant UK authority*’ below.

Under the Banking Act, substantial powers are granted to the Bank of England (or, in certain circumstances, HM Treasury), in consultation with the Prudential Regulation Authority, the FCA and HM Treasury, as appropriate as part of the special resolution regime (the ‘**SRR**’). These powers enable the relevant UK authority to implement resolution measures with respect to a UK bank or investment firm and certain of its affiliates (including, for example, the Issuer) (each a ‘**relevant entity**’) in circumstances in which the relevant UK authority is satisfied that the resolution conditions are met. Under the applicable regulatory framework and pursuant to guidance issued by the Bank of England, governmental financial support, if any is provided, would only be used as a last resort measure where a serious threat to financial stability cannot be avoided by other measures (such as the stabilisation options described below, including the UK bail-in power) and subject to the limitations set out in the Banking Act.

The Banking Act grants broad powers to the relevant UK authorities and the application of such powers, or any suggestion of such application, could materially adversely affect the value or trading liquidity of the Notes or the rights of holders under the Notes and could lead to holders of the Notes losing some or all of the value of their investment in the Notes.

Further, in November 2016, the European Commission proposed substantial amendments (the ‘**Commission Proposals**’) to the BRRD. The final consolidated text of the Commission Proposals (‘**BRRD II**’) was endorsed by the Committee of Permanent Representatives on 15 February 2019 and adopted by the European Council on 14 May 2019. The final legislative acts were published in the Official Journal on 7 June 2019 and entered into force on 27 June 2019. EU Member States must apply the transposed BRRD II measures no later than 28 December 2020 (with certain exceptions). BRRD II covers multiple areas, including, inter alia: enhancing the stabilisation tools in the BRRD with the introduction of a moratorium tool, whereby resolution authorities will have the power, when certain conditions are met, to suspend the payment or delivery obligations pursuant to any contract to which an institution that is subject to the BRRD is a party; a revised MREL framework which aligns the existing MREL requirements in the BRRD with the total loss-absorbing capacity (‘**TLAC**’) standard; and the integration of the minimum TLAC standard into EU legislation.

It is anticipated that the BRRD II will be implemented into UK law as a result of the UK’s withdrawal from the EU but until such time it is uncertain as to how BRRD II will impact the Issuer or holders of its securities, including the Notes. Over time UK and EU regulation of banking institutions may diverge and the former could be subject to additional requirements beyond those deriving from EU law.

***The SRR is designed to be triggered prior to the Issuer’s insolvency and holders of the Notes may not be able to anticipate the exercise of any resolution power (including the UK bail-in power) by the relevant UK authorities.***

Several stabilisation options are available to the relevant UK authorities under the SRR, where the conditions for resolution have been met, including: (i) private sector transfer of all or part of the business of the relevant entity, which can include either its shares or its property; (ii) transfer of all or part of the business of the relevant entity to a ‘bridge bank’ established by the Bank of England pending a future sale or share issuance; (iii) an asset separation tool which allows assets and liabilities of the firm to be transferred to and managed by an asset management vehicle; (iv) the UK bail-in tool (as described further below); and (v) temporary public ownership (nationalisation). In addition, the relevant UK authorities may commence special administration or liquidation procedures applicable to financial institutions.

The stabilisation options are intended to be applied prior to the point at which any insolvency proceedings with respect to the relevant entity could have been initiated. Although the SRR sets out the pre-conditions for determining whether an institution is failing or likely to fail, it is uncertain how the Bank of England would assess such conditions in any particular pre-insolvency scenario affecting the Issuer and/or other members of the NWM Group and in deciding whether to exercise a resolution power. In addition, since the United Kingdom has formally terminated its membership of the European Union, the Bank of England may adopt new or different criteria for determining the conditions to the exercise of its resolution powers. Further regulatory developments, including proposals by the Financial Stability Board on cross-border recognition of resolution actions, could also influence the conditions for the exercise of the stabilisation powers. There has been no application of the SRR powers in the UK to a large financial institution, such as the Issuer, to date, which could

provide an indication of the relevant UK authorities' approach to the exercise of the resolution powers, and even if such examples existed, they may not be indicative of how such powers could be applied to the Issuer. Therefore, holders of the Notes may not be able to anticipate a potential exercise of any such powers nor the potential effect that the exercise of such powers could have on the Issuer, the NWM Group and the Notes. Uncertainty relating to the exercise of such powers may lead to increased volatility in the trading of the Notes and may affect their market value.

***The relevant UK authority may exercise the UK bail-in tool in respect of the Issuer and the Notes, which may result in holders of the Notes losing some or all of their investment.***

The UK bail-in tool was introduced as an additional power available to the Bank of England (as a relevant UK authority), to enable it to recapitalise a failed institution by allocating losses to its shareholders and unsecured creditors (which would include holders of the Notes) in a manner that (i) reflects the hierarchy of capital instruments and otherwise ought to respect the hierarchy of claims in an ordinary insolvency and (ii) is consistent with shareholders and creditors not receiving a less favourable treatment than they would have received in ordinary insolvency proceedings of the relevant entity (known as the 'no creditor worse off' safeguard).

Where the conditions for resolution exist, the Bank of England may use the bail-in tool (in combination with other resolution tools under the Banking Act) to, among other things, cancel a liability or modify the terms of contracts for the purposes of reducing or deferring the liabilities of the relevant entity under resolution and the power to convert a liability from one form or class to another. The exercise of such powers may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes and/or the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on, the Notes into ordinary shares or other securities or other obligations of the Issuer or another person. In addition, the Bank of England may use the UK bail-in tool to, among other things, replace or substitute the Issuer as obligor in respect of the Notes, modify the terms of the Notes (including altering the maturity (if any) and/or the amount of interest payable and/or imposing a temporary suspension on payments) and discontinue the listing and admission to trading of the Notes.

There remains uncertainty as to how the bail-in powers may be exercised and how they would affect the Issuer and the Notes. The determination that all or part of the principal amount of the Notes will be subject to loss absorption is likely to depend on a number of factors which may be outside of the Issuer's control. Moreover, as the final criteria that the relevant UK authority would consider in exercising any bail-in power provide it with considerable discretion, holders of the Notes may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such power and consequently its potential effect on the Issuer, the NWM Group and the Notes. The relevant UK authority is also not required to provide any advance notice to holders of the Notes of their decision to exercise any resolution power.

Due to this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of the UK bail-in power may occur which would result in a principal write-down or conversion to equity. The uncertainty may adversely affect the value of an investment in the Notes. Additionally, to the extent the UK bail-in power is exercised to convert the Notes into securities, any securities a Noteholder receives upon conversion of their Notes (whether debt or equity) likely may not be listed for at least an extended period of time, if at all, or may be on the verge of being delisted by the relevant exchange. The Issuer's equity securities are not admitted to trading on any stock exchange. Moreover, the exercise of the UK bail-in power and/or other actions implementing the UK bail-in power may require interests in the Notes to be held or taken, as the case may be, through clearing systems, intermediaries or persons other than DTC. Furthermore, the Fiscal and Paying Agent may be unwilling to continue serving in its capacity as Agent for the Notes, subject to the terms of the Fiscal and Paying Agency Agreement. As a result, there may not be an active market for any securities held after the exercise of the UK bail-in power.

As a potential investor in the Notes, each holder should consider the risk that it may lose all of its investment, including the principal amount plus any accrued but unpaid interest if the UK bail-in power is acted upon or that such Notes may be converted into ordinary shares or other instruments of the Issuer or a RBS Group entity which may be of little value at the time of conversion and thereafter. Moreover, each holder should be aware that it may only use public financial support as a last resort after having assessed and exploited, to the maximum extent practicable, the resolution tools, including the bail-in tool. In addition, trading behaviour, including prices and volatility, may be affected by the threat of bail-in and as a result the Notes may not follow the trading behaviour associated with other types of securities. Although the above represents the risks associated with the UK bail-in power currently in force in the UK and applicable to the Issuer's securities (including the Notes), changes to the scope of, or conditions for the exercise of the UK bail-in power may be introduced as a result of further developments, including those resulting from the process of the UK leaving the



EU. In addition, further political, legal or strategic developments may lead to structural changes to the NWM Group, including at the holding company level. Notwithstanding any such changes, the Issuer expects that its securities (including the Notes) would remain subject to the exercise of a form of bail-in power, either pursuant to the provisions of the Banking Act, the BRRD or otherwise.

***Under the terms of the Notes, holders have agreed to be bound by the exercise of any UK bail-in power by the relevant UK authority.***

Pursuant to Article 55 of the BRRD and the relevant rules adopted in the UK to implement such requirements, subject to limited exceptions, unsecured liabilities of a financial institution governed by the laws of a country outside of the EEA (which include the Notes, the terms of which are governed by New York Law) must contain a contractual acknowledgement whereby the holders recognise that such liability may be subject to the UK bail-in power and agree to be bound by the exercise of those powers by the relevant authority. As a result, and notwithstanding any other agreements, arrangements, or understandings between the Issuer and any holder or beneficial owner of the Notes, by its acquisition of Notes, each holder and beneficial owner of the Notes acknowledges, accepts, agrees to be bound by and consents to the exercise of any UK bail-in power by the relevant UK authority. Each holder and beneficial owner of the Notes further acknowledges and agrees that the rights of the holders and/or beneficial owners under the Notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any UK bail-in power by the relevant UK authority.

For these purposes, a ‘**UK bail-in power**’ is any write-down, conversion, transfer, modification or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the NWM Group, including but not limited to any such laws, regulations, rules or requirements which are implemented, adopted or enacted within the context of a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms (whether or not the UK is a Member State of the European Union) and/or within the context of a UK resolution regime under the Banking Act, pursuant to which any obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, modified, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligations may be deemed to have been exercised. A reference to the ‘relevant UK authority’ is to any authority with the ability to exercise a UK bail-in power.

Any UK bail-in power may be exercised in such a manner as to result in holders of Notes losing the value of all or a part of their investment in the Notes or receiving a different security from the Notes, which may be worth significantly less than the Notes and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the relevant UK authority may exercise its authority to implement the UK bail-in power without providing any advance notice to the holders of the Notes.

Neither a reduction or cancellation, in part or in full, of the principal amount of or any interest on the Notes, the conversion thereof into another security or obligation of the Issuer nor another person, as a result of the exercise of the UK bail-in power by the relevant UK authority with respect of the Notes will of itself constitute a default or event of default under the terms of the Notes.

***Holders’ rights may be limited in respect of the exercise of the UK bail-in power by the relevant UK authority.***

There may be limited protections, if any, that will be available to holders of securities subject to the UK bail-in power (including the Notes) and to the broader resolution powers of the relevant UK authority. Although the Issuer expects, according to the principles of the Banking Act, that the relevant UK authority would respect creditor hierarchies when exercising its UK bail-in power in respect of the Notes, the rules provide for some exceptions which the relevant authority may choose to rely upon. In addition, although, holders of securities will have a right to be compensated under the ‘no creditor worse off’ safeguard (which provides that holders’ losses in resolution should not exceed those that would have been realised in an insolvency of the relevant institutions), it is unlikely that such compensation would be equivalent to the full losses incurred by the holders of the Notes in the resolution and there can be no assurance that such holders would recover such compensation promptly. In addition, due to the discretion afforded to the Bank of England, the claims of some creditors whose claims would rank equally with holders may be excluded from being subject to the UK bail-in tool. The greater number of such excluded creditors there are, the greater the potential impact of the UK bail-in tool on other creditors who have not been excluded (which may include holders of the Notes). As the implementation

of these provisions remains to be tested and may be further amended, there can be no certainty as to how these legal protections or remedies would be implemented by the relevant UK authority.

Further, although the Bank of England's resolution instrument with respect to the exercise of the UK bail-in tool must set out the provisions allowing for securities to be transferred, cancelled or modified (or any combination of these), the resolution instrument may make any provision that the Bank of England considers to be appropriate in exercising its specific powers. Such other provisions are expected to be specific and tailored to the circumstances that have led to the exercise of the UK bail-in tool under the Banking Act and there is uncertainty as to the extent to which usual processes and/or procedures under English law will be available to holders of securities (including the Notes) or that the 'no creditor worse off' safeguard will be effective if such powers are exercised. Accordingly, holders of the Notes may have limited or circumscribed rights to challenge any decision of the Bank of England or other relevant UK authority to exercise a UK bail-in power.

***Other changes in law may adversely affect Noteholder rights.***

Changes in law after the date hereof may affect each holder's rights as a holder of Notes as well as the market value of the Notes. A number of regulators are currently proposing or considering legislation and rule making which may affect the NWM Group's business, the rights of holders of the Notes and the market value of the Notes. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of the Notes, or changes that could have a significant impact on the future legal entity structure, business mix (including a potential exit of certain business activities) and management of the NWM Group, and use of capital and requirements for loss-absorbing capacity within the NWM Group, which may have an adverse effect on an investment in the Notes.

In particular, it is unclear how UK banking regulation will differ from EU rules as a result of the UK's departure from the European Union. Any developments resulting from the process of the UK leaving the EU may lead to significant changes to the laws applicable in the UK as more particularly described in 'Risk Factors – Prevailing uncertainty regarding the terms of the UK's withdrawal from the European Union has adversely affected and will continue to affect the NWM Group' of the Registration Document and may adversely affect the rights of holders. Further changes in law, including changes applicable to financial institutions (including the NWM Group) or changes in government policies may result from further political developments both during and after the Transition Period. In addition, any change in tax law or regulation may entitle the Issuer to redeem the Notes, in whole (but not in part), as more particularly described under '—The Issuer may redeem the Notes as a result of certain tax law changes and at its option, if so specified in the Final Terms or Pricing Supplement, on an Optional Redemption Date'. Such legislative and regulatory uncertainty could also affect the value of the Notes and therefore affect the trading price of the Notes given the extent and impact on the Notes that one or more regulatory or legislative changes could have on the Notes.

***Fluctuations or changes in the interest rate applicable to the Notes would affect the amount of any interest payments under the Notes and, by extension, could affect their market value.***

The interest rates applicable to any Notes issues under the Programme may vary, which would result in variable returns on a Noteholder's investment. The most basic example of this are Notes where the interest rate is floating, and therefore subject to changes as a result of movements in the prevailing interest rate. In these cases, the success or otherwise of the variable can impact significantly on the return under the Notes as well as the ability to trade the Notes on the secondary market. It should be expected that the value of the Notes and the secondary market for the Notes may decrease if the performance of the variable is less than anticipated. In addition, an investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes. These risks depend on a number of inter-related factors, including economic, financial and political events over which the Issuer has no control.

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The conversion of the interest basis may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower return for investors. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on other Notes. As a result, reductions in the interest rate applicable to the Notes would affect the amount of any interest payments under the Notes and, by extension, could affect their market value.

Reset Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset

to the sum of the applicable Mid-Swap Rate and the First Margin or Subsequent Margin (as applicable) as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a ‘**Subsequent Reset Rate**’). The Subsequent Reset Rate for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate for prior Reset Periods and could affect the market value of an investment in the Reset Notes.

In addition, it should be assumed that the market for trading different types of Notes varies even though they are issued under the same Programme. By way of example, although a Zero Coupon Note would remain freely transferable, a Zero Coupon Note may be more difficult to trade and its price more variable than a Fixed Interest Rate Note. It may also be more difficult to trade a Zero Coupon Note that has just been issued than a Zero Coupon Note nearer its redemption, as returns on Zero Coupon Notes will be paid to investors only on redemption.

Any such variations in the interest rate applicable to the Notes of any Series would affect the amount of any interest payments under the Notes and, by extension, could affect their market value.

***The Notes may be issued at a substantial discount or premium.***

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

***The terms of the Notes contain no covenants and no negative pledge, and the Issuer is not prohibited from incurring additional debt.***

The Issuer is generally permitted to sell or otherwise dispose of any or substantially all of its assets to another corporation or other entity, including affiliated entities, under the terms of the Notes. For example, if the Issuer decides to dispose of a large amount of its assets, investors in the Notes will not be entitled to declare an acceleration of the maturity of the Notes, and those assets will no longer be available to support the Notes.

There is no negative pledge in respect of the Notes and the Conditions place no restriction on the incurrence by the Issuer of additional obligations that rank *pari passu* with, or senior to, the Notes. In addition, the Issuer may pledge assets to secure other notes or debt instruments without granting an equivalent pledge or security interest and status to the Notes.

Finally, the Notes do not require the Issuer to comply with financial ratios or otherwise limit its ability or that of its subsidiaries or affiliates to incur additional debt, nor do they limit the Issuer’s ability to use cash to make investments or acquisitions, or the ability of the Issuer or its subsidiaries or affiliates to pay dividends, repurchase shares or otherwise distribute cash to shareholders. Such actions could potentially affect the Issuer’s ability to service its debt obligations, including those of the Notes.

***Reform and impending regulation of LIBOR could adversely affect interest paid on, and could result in certain changes to the terms of, the Notes.***

The London Interbank Offered Rate (‘**LIBOR**’) and other indices which are deemed to be ‘benchmarks’ are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a ‘benchmark’. For example, on 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it intends to stop persuading or compelling banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. It is impossible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR or whether any additional reforms to LIBOR may be enacted in the United Kingdom or elsewhere. At this time, no consensus exists as to what rate or rates may become accepted alternatives to LIBOR and it is impossible to predict the effect of any such alternatives on the value of LIBOR-based securities such as the Notes. Uncertainty as to the nature of alternative reference rates and as to potential changes or other reforms to LIBOR may adversely affect LIBOR rates during the term of the Notes and the return on the Notes and the trading market for LIBOR-based securities.

The elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark or the occurrence of any other event that the Issuer (or, at the Issuer's request, the Calculation Agent) determines to be a Benchmark Transition Event (as defined in the Conditions), could require or result in an adjustment to the interest provisions of the Conditions as determined by the Issuer or the Calculation Agent (as further described in Condition 4(e), the "**Benchmark Transition Provisions**"), or result in other consequences in respect of any Notes linked to such benchmark. Under the Benchmark Transition Provisions, if a Benchmark Transition Event and its related Benchmark Replacement Date occur with respect to LIBOR of the appropriate tenor, then any Floating Rate Notes which would otherwise reference LIBOR will instead reference an alternative rate based on SOFR (if it can be determined as of the Benchmark Replacement Date and assuming no Interpolated Benchmark is available) (unless a Benchmark Transition Event and its related Benchmark Replacement Date also occur with respect to the Benchmark Replacements that are linked to SOFR, in which case each relevant Floating Rate Note will reference the next-available Benchmark Replacement).

The Benchmark Replacements specified in the Benchmark Transition Provisions include Term SOFR, a forward-looking term rate which will be based on SOFR. Term SOFR is currently being developed under the sponsorship of the Federal Reserve Bank of New York (the "**NY Federal Reserve**"), and there is no assurance that the development of Term SOFR will be completed. If a Benchmark Transition Event and its related Benchmark Replacement Date occur with respect to LIBOR of the appropriate tenor and, at that time, a form of Term SOFR has not been selected or recommended by the Federal Reserve Board, the NY Federal Reserve, a committee thereof or successor thereto, then the next-available Benchmark Replacement under the Benchmark Transition Provisions will be substituted for the purposes of each relevant Floating Rate Note (unless a Benchmark Transition Event and its related Benchmark Replacement Date occur with respect to that next-available Benchmark Replacement).

These replacement rates will include a Benchmark Replacement Adjustment, which together may be selected or formulated by (i) the Relevant Governmental Body (such as the Alternative Reference Rates Committee of the NY Federal Reserve), (ii) the International Swaps and Derivatives Association, Inc., or (iii) in certain circumstances, the Issuer. In addition, the Benchmark Transition Provisions expressly authorize the Issuer to exercise discretion and make subjective judgements when making Benchmark Replacement Conforming Changes with respect to, among other things, the determination of valuation dates and the timing and frequency of determining rates and making payments. All aforementioned changes may be made without any requirement for Noteholder consent or approval. There is no guarantee that such adjustments will be determined or applied, or that their application will have a favourable impact on the rate of return received by holders of the Notes or provide holders of the Notes with an equivalent yield. Any such consequence could have a material adverse effect on the value of and return on any such Notes. Investors should consider these matters when making their investment decision with respect to Notes that are linked to or that reference a benchmark rate.

Further, there is no assurance that the characteristics of any Benchmark Replacement will be similar to the then-current Benchmark that it is replacing, or that any Benchmark Replacement will produce the economic equivalent of the then-current Benchmark that it is replacing. In particular, SOFR is a broad U.S. Treasury repo financing rate that represents overnight secured funding transactions, which differs fundamentally from LIBOR. For example, SOFR is a secured overnight rate, while LIBOR is an unsecured rate that represents interbank funding over different maturities. In addition, SOFR can be calculated on either a forward-looking (e.g. Term SOFR) or backward-looking (e.g. Compounded SOFR) basis, whereas LIBOR is forward-looking. Because of these and other differences, there can be no assurance that SOFR will perform in the same way as LIBOR would have done at any time, and there is no guarantee that it is a comparable substitute for LIBOR or will produce the economic equivalent. In addition, SOFR is a relatively new market index and as the related market continues to develop, there may be an adverse effect on the return on or value of the Notes.

The use of benchmarks in the European Union is subject to the provisions of the Benchmarks Regulation, which came into force on 1 January 2018. The Benchmarks Regulation applies to 'contributors', 'administrators' and 'users' of 'benchmarks', and, among other things, (i) requires benchmark administrators in the European Union to be authorised or registered (or, if not based in the European Union, to be subject to an equivalent regime or otherwise recognised or, in the case of specific benchmarks or a family of benchmarks, endorsed) and to comply with extensive requirements in relation to the administration of 'benchmarks' (or, if not based in the European Union, to be subject to equivalent requirements) and (ii) prevents certain uses by EU supervised entities of 'benchmarks' of unauthorised administrators after the expiry of the franchised period which is currently scheduled to expire at the end of 2021. The Benchmarks Regulation has been incorporated into UK domestic law via secondary legislation, amending (among other things) FSMA and the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (RAO) and via amendments to

the FCA and PRA Handbooks. The Benchmarks Regulation could have a material impact on any Notes linked to a 'benchmark', including in any of the following circumstances:

- (i) an index which is a 'benchmark' could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or register or, if based in a non-EU jurisdiction, the administrator is not otherwise recognised as equivalent; and
- (ii) the methodology or other terms of the 'benchmark' could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark.

Either of the above could potentially lead to the Notes being de-listed, adjusted or redeemed early or otherwise affected depending on the particular 'benchmark' and the applicable terms of the Notes.

In addition, any other international, national or other proposals for reform or the general increased regulatory scrutiny of 'benchmarks' could increase the costs and risks of administering or otherwise participating in the setting of a 'benchmark' and complying with any such regulations or requirements.

Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain 'benchmarks', trigger changes in the rules or methodologies used in certain 'benchmarks' or lead to the disappearance of certain 'benchmarks'.

Any of the above changes could have a material adverse effect on the value of, and return on, any Notes linked to a benchmark.

***The market continues to develop in relation to SOFR as a reference rate.***

SOFR is published by the NY Federal Reserve and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by United States treasury securities. The NY Federal Reserve notes on its publication page for SOFR that the use of SOFR is subject to important limitations, indemnification obligations and disclaimers, including that the NY Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. Because SOFR is published by the NY Federal Reserve based on data received from other sources, the Issuer has no control over its determination, calculation or publication. There can be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in relevant Floating Rate Notes linked to or which reference a SOFR rate (or that any applicable benchmark fallback provisions provided for in the Conditions will provide a rate which is economically equivalent for SOFR). The NY Federal Reserve has no obligation to consider the interest of Noteholders while calculating, adjusting, converting, revising or discontinuing SOFR. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Floating Rate Notes and the trading prices of such Floating Rate Notes.

The NY Federal Reserve began to publish SOFR in April 2018. Although, the NY Federal Reserve has also begun publishing historical indicative SOFR rates going back to 2014, such prepublishment historical data inherently involves assumptions, estimates and approximations. Investors should not rely on any historical changes or trends in SOFR as an indicator of future changes in SOFR. Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in comparable benchmark or market rates. As a result, the return on and value of SOFR-linked Floating Rate Notes may fluctuate more than floating rate securities that reference less volatile rates. The level of SOFR over the term of Floating Rate Notes may bear little or no relation to the historical level of SOFR. Prior observed patterns, if any, in the behaviour of market variables, such as correlations, may change in the future. As such, no future performance of SOFR or Floating Rate Notes linked to or which reference a SOFR rate may be inferred from any of the hypothetical or actual historical performance data.

Also, since SOFR is a relatively new market index, Notes linked to or which reference a SOFR rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to SOFR, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of any Floating Rate Notes linked to or which reference a SOFR rate may be lower than those of later-issued indexed debt securities as a result. In addition, the market or a significant part thereof may adopt an application of SOFR that differs significantly from that set out in the Conditions. Also, the Issuer may in the future issue Floating Rate Notes referencing

SOFR that differ materially in terms of interest determination when compared with any previous SOFR referenced Floating Rate Notes issued by it under this Base Prospectus.

Furthermore, interest on Floating Rate Notes, which reference Compounded Daily SOFR or Weighted Average SOFR, is only capable of being determined at the end of the relevant Interest Accrual Period or Observation Period (as applicable and as defined in the Conditions) and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Floating Rate Notes which reference Compounded Daily SOFR or Weighted Average SOFR to estimate reliably the amount of interest which will be payable on such Floating Rate Notes, and some investors may be unable or unwilling to trade such Floating Rate Notes without changes to their IT systems, both of which could adversely impact the liquidity and trading price of such Floating Rate Notes.

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

Further, if SOFR does not prove to be widely used in securities like the Floating Rate Notes, the trading price of such Floating Rate Notes linked to or which reference a SOFR rate may be lower than those of Floating Rate Notes linked to indices that are more widely used. Investors in such Floating Rate Notes may not be able to sell such Floating Rate Notes at all or may not be able to sell such Floating Rate Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. Investors should note that interest on Floating Rate Notes linked to or which reference a SOFR rate will be calculated and paid in accordance with the detailed provisions of the Conditions and the applicable Final Terms or Pricing Supplement. In particular, where the Interest Determination Date in respect of an Interest Accrual Period falls before the end of that Interest Accrual Period, the interest payable in respect of that Interest Accrual Period will not reflect any increase (or decrease) in the underlying daily SOFR rate after that Interest Determination Date. Investors should consider these matters when making their investment decision with respect to any Floating Rate Notes linked to or which reference a SOFR rate.

***The Notes will be effectively subordinated to the Issuer's secured indebtedness.***

The Notes are unsecured and will be effectively subordinated to all of the Issuer's existing and future secured indebtedness to the extent of the assets securing such indebtedness. The Notes are the Issuer's obligations exclusively and are not guaranteed by any person, including any of its subsidiaries, RBSG or any other RBS Group entity. By reason of such structural subordination, in the event of the Issuer's insolvency, bankruptcy, liquidation, reorganisation, dissolution or winding up, the Issuer's assets that have been pledged will be available to satisfy amounts due on the Notes only after indebtedness secured by such relevant assets has been paid in full.

***The Notes are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation, the Deposit Insurance Fund, Financial Services Compensation Scheme or any other government agency.***

The Notes are the Issuer's obligations but are not bank deposits. In the event of the Issuer's insolvency, the Notes will rank equally with the Issuer's other unsecured, unsubordinated obligations and will not have the benefit of any insurance or guarantee of the Federal Deposit Insurance Corporation, The Deposit Insurance Fund, Financial Services Compensation Scheme or any other government agency.

***The Issuer may redeem the Notes as a result of certain tax law changes and at its option, if so specified in the Final Terms or Pricing Supplement, on an Optional Redemption Date.***

The Issuer may redeem the Notes in whole or in part on the Optional Redemption Date at the Optional Redemption Amount(s) if such right is specified in the applicable Final Terms or Pricing Supplement together with interest accrued to, but excluding, the relevant Optional Redemption Date(s) as described in Condition 6. Certain information regarding any optional redemption right of the Issuer in relation to any Notes will be set out in the applicable Final Terms or Pricing Supplement. In addition, the Issuer may redeem the Notes, in whole but not in part, at their principal amount together with accrued but unpaid interest upon the occurrence of certain tax law changes, as described in Condition 6 and Condition 8.

Any decision by the Issuer as to whether it will exercise its option to redeem any Notes will be taken at its absolute discretion and its decision may be influenced by factors such as, but not limited to, the economic impact of exercising such option to redeem the Notes, any tax consequences, any applicable regulatory capital requirements and the prevailing market conditions. Unless specified in the Final Terms or Pricing Supplement in relation to any Notes, Noteholders will not have the right to request the redemption of the Notes and should not invest in the Notes in the expectation that the Issuer will exercise any option to redeem the Notes prior to maturity. Each Noteholder should be aware that they may be required to bear the financial risks of an investment in the Notes until maturity.

The Issuer's optional redemption on any Optional Redemption Date or the perception that the Notes may be redeemed prior to maturity may impact the market value of the Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. Further, during periods when there is an increased likelihood, or perceived increased likelihood, that the Notes will be redeemed early, the market value of the Notes may be adversely affected.

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

***Trading in the Notes could be impacted by denominations involving integral multiples.***

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

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

***Potential conflicts of interest.***

Where the Issuer acts as Calculation Agent or the Calculation Agent is an affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and Noteholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Conditions that may influence the amount receivable upon settlement of the Notes.

***There can be no assurance that any market will develop for the Notes of any Series or that holders will be able to sell their Notes in the secondary market.***

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

In addition, there can be no assurance that any Notes subject to listing on the London Stock Exchange will be accepted for listing or remain listed on such Exchange and, if listed, that an active trading market will develop or, if developed, that it will continue. There is no obligation to make a market in the Notes of any Series.

***Investors in the Notes may have limited recourse against the independent auditors.***

See 'Auditors and Financial Statements' for a description of the independent auditors' reports, including language limiting the auditors' scope of duty in relation to such reports and the various financial statements to

which they relate. In particular, the 14 February 2020 and 15 February 2019 reports of Ernst & Young LLP with respect to the Issuer's 2019 Financial Statements and 2018 Financial Statements, respectively, in accordance with guidance issued by The Institute of Chartered Accountants in England and Wales, provides as follows: 'This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed'.

The SEC would not permit such limiting language to be included in a registration statement or a prospectus used in connection with an offering of securities registered under the Securities Act or in a report filed under the Exchange Act. If a US court (or any other court) were to give effect to the language quoted above, the recourse that investors in the Notes may have against the independent accountants based on their reports or the consolidated financial statements to which they relate could be limited.

***The credit risk of the Issuer, its credit ratings, and its credit spreads may adversely affect the value of the Notes prior to maturity and its ability to pay all amounts due on the Notes.***

The Notes are the Issuer's senior unsecured debt securities. As a result, the receipt by holders of all payments of interest and principal on the Notes is dependent on the Issuer's ability to repay its obligations on the applicable payment date. No assurance can be given as to what the Issuer's financial condition will be at any time during the term or on the maturity date of the Notes. Consequently, all payments on the Notes will be subject to the credit risk of the Issuer and not that of any of its subsidiaries. Any actual or anticipated decline in the Issuer's credit ratings, changes in the market's view of its creditworthiness or any increase in its credit spreads charged by the market for taking credit risk are likely to adversely affect the value of the Notes prior to maturity and cause the liquidity of the Notes to decline significantly.

The Issuer's credit ratings are an assessment, by each rating agency, of its ability to pay its obligations, including those under the Notes. Any rating assigned to the Issuer or the Notes may be withdrawn entirely by a credit rating agency, may be suspended or may be lowered, if, in that credit rating agency's judgement, circumstances relating to the basis of the rating so warrant. Ratings may be impacted by a number of factors which can change over time, including the credit rating agency's assessment of: the Issuer's strategy and management's capability; its financial condition including in respect of profitability, asset quality, capital, funding and liquidity; competitive and economic conditions in its key markets; the level of political support for the industries in which the Issuer operates; the sovereign rating of the UK; the implementation of structural reform; and legal and regulatory frameworks affecting its legal structure, business activities and the rights of its creditors; the competitive environment, political and economic conditions in our key markets (including the impact of Brexit and any further Scottish independence referendum). In addition, credit ratings agencies are increasingly taking into account environmental, social and governance factors, including climate risk, as part of the credit ratings analysis, as are investors in their investment decisions.

The credit rating agencies may also revise the ratings methodologies applicable to issuers within a particular industry, or political or economic region. In particular, following the outcome of the referendum on the UK's membership of the European Union in favour of the UK leaving the EU, rating agencies downgraded the UK's credit ratings and/or changed or maintained their outlook for the UK to negative. Credit agencies also changed their outlook for a number of UK banks (excluding the NWM Group) to negative. If credit rating agencies perceive there to be adverse changes in the factors affecting the Issuer's credit rating, including by virtue of changes to applicable ratings methodologies, the credit rating agencies may downgrade, suspend or withdraw the ratings assigned to the Issuer or other RBS Group entities. Any reductions in our credit ratings or the credit ratings of other RBS Group entities, including, in particular, downgrades below investment grade, or a deterioration in the capital markets' perception of our financial resilience could significantly affect our access to money markets, reduce the size of our deposit base and trigger additional collateral or other requirements in derivatives contracts and other secured funding arrangements or the need to amend such arrangements, which could adversely affect our cost of funding and our access to capital markets and could limit the range of counterparties willing to enter into transactions with us. This could in turn adversely impact our competitive position and threaten our prospects in the short to medium-term.

An improvement in the Issuer's credit ratings will not necessarily increase the value of the Notes and will not reduce market risk and other investment risks related to the Notes. Credit ratings (i) do not reflect the risk that interest rates may rise, which may affect the values of the Notes, which accrue interest at a fixed rate, (ii) do not address the price, if any, at which the Notes may be resold prior to maturity (which may be substantially less than the original offering price of the Notes), and (iii) are not recommendations to buy, sell or hold the Notes.





## IMPORTANT INFORMATION FOR INVESTORS

### Notice to Prospective Investors in the United States

The Notes have not been, and will not be, registered under the Securities Act or any state securities laws and, subject to certain exceptions, may not be offered or sold, directly or indirectly, within the United States or to or for the account or benefit of US persons, as defined in Regulation S. The Notes may be offered for sale only (i) in the United States, to QIBs within the meaning of, and in reliance on, Rule 144A under the Securities Act or another available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; or (ii) outside the United States, to non-US persons in reliance on, and in accordance with, Regulation S, in each case, in compliance with applicable laws and regulations. **Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.** See ‘*Plan of Distribution—Selling Restrictions*’ and ‘*Transfer and Transfer Restrictions*’.

In the United States, this Base Prospectus is being furnished on a confidential basis solely for the purpose of enabling a prospective investor to consider purchasing the Notes described herein and it may not be forwarded or redistributed to any other person.

The Notes have not been recommended or approved by any United States federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.

### Prohibition of Sales to EEA and UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms or Pricing Supplement in relation thereto to any retail investor in the EEA or in the United Kingdom (‘UK’). For the purposes of this provision, the expression ‘retail investor’ means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

### Enforcement of Liabilities and Service of Process

NWM Plc is a public limited company incorporated in Scotland with registration number SC090312 and was incorporated under Scots law on 31 October 1984. NWM Plc is a wholly-owned subsidiary of The Royal Bank of Scotland Group plc, which is intended to be renamed NatWest Group plc later in 2020 (‘RBSG’, together with its subsidiary and associated undertakings, the ‘RBS Group’), a banking and financial services group. All of the directors and executive officers of the Issuer and certain of the persons named herein are non-residents of the United States. A substantial portion of the assets of such non-resident persons and of the Issuer are located outside the United States. As a result, it may not be possible for US investors to effect service of process upon such persons or the Issuer or to enforce against them in US courts a judgement obtained in such courts.

Original actions or actions for the enforcement of judgements of US courts relating to the civil liability provisions of the federal or state securities laws of the United States are not directly enforceable in UK. If a party in whose favour the final judgement is rendered brings a new suit in a competent English court, the party may submit to the English court the final judgement that has been rendered by the US court. Such judgement will only be regarded by an English court as evidence of the outcome of the dispute to which the judgement relates, and a English court may choose to rehear the dispute *ab initio*.

Neither the Issuer, nor any of its respective directors or officers has consented to the jurisdiction of the courts of the United States or any state thereof in connection with any suit brought by an investor in the Notes or named an agent for service of process within the United States upon the Issuer or such persons or to enforce, in United States courts, judgements against the Issuer or such persons or judgements obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States. Pursuant to the

Conditions, the Issuer will consent to the jurisdiction of the courts of England and will appoint an agent for service of process in England.

The registered offices of the Issuer are located at 36 St Andrew Square, Edinburgh EH2 2YB, with telephone number +44 (0)131 556 8555 and Scottish corporate registration number SC090312.

### **Special Notice Regarding Forward-looking Statements**

Certain statements in this Base Prospectus, including certain statements set forth under ‘*Risk Factors*,’ ‘*Operating and Financial Review*,’ ‘*Risk Management*,’ ‘*Description of the NWM Group*,’ and ‘*Regulation and Supervision*,’ are based on the beliefs of the Issuer, as well as assumptions made by and information currently available to the Issuer, and such statements may constitute forward-looking statements. These forward-looking statements (other than statements of historical fact) regarding the NWM Group’s future results of operations, financial condition, cash flows, business strategy, plans and objectives of the NWM Group’s management for future operations can generally be identified by terminology such as ‘targets,’ ‘believes,’ ‘estimates,’ ‘expects,’ ‘aims,’ ‘intends,’ ‘plans,’ ‘seeks,’ ‘will,’ ‘may,’ ‘anticipates,’ ‘would,’ ‘could,’ ‘continues’ or similar expressions or the negatives thereof.

Such forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the NWM Group, or industry results, to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. Such risks, uncertainties and other important factors include, among others:

- strategic risk, including in respect of:
  - the implementation and execution of the NWM Refocusing;
  - the impact of the RBS Group’s Purpose-led Strategy and climate ambition on the NWM Group; and
  - the risk that the NWM Group may not achieve its targets;
- financial resilience risk, including in respect of:
  - the NWM Group’s ability to meet targets, generate returns or implement its strategy effectively;
  - the recent structural change as a result of the UK ring-fencing regime and the acquisition of NWM NV;
  - the NWM Group’s reliance on access to global capital markets to meet its funding commitments;
  - the ability of the NWM Group to meet prudential regulatory requirements for capital and liquidity;
  - NWM Plc’s ability to adequately access sources of liquidity and funding;
  - NWM Plc’s (and its subsidiaries) ability to manage its capital, liquidity or funding effectively;
  - changes in the credit ratings of RBSG, any of its subsidiaries or any of its respective debt securities;
  - the highly competitive markets in which the NWM Group operates;
  - the RBS Group’s ability to meet requirements of regulatory stress tests;
  - deteriorations in borrower and counterparty credit quality;
  - possible losses or the requirement to maintain higher levels of capital as a result of limitations or failure of various models;
  - sensitivity of the NWM Group’s financial statements to underlying accounting policies, judgments, assumptions and estimates;
  - changes in applicable accounting policies or rules; and

- the application of UK statutory stabilisation or resolution powers;
- operational and IT resilience risk, including in respect of:
  - the NWM Group being subject to cyberattacks;
  - operational risks inherent in the NWM Group's business;
  - the NWM Group's operations being highly dependent on its IT systems;
  - the NWM Group relying on attracting, retaining, developing and remunerating senior management and skilled personnel and maintaining good employee relations;
  - the NWM Group's risk management framework; and
  - reputational risk;
- economic and political risk, including in respect of:
  - the uncertainty surrounding the Covid-19 pandemic and its impact on the NWM Group;
  - increased political and economic risks and uncertainty in the UK and global markets;
  - prevailing uncertainty surrounding the terms of the UK's withdrawal from the European Union;
  - climate change and the transition to a low carbon economy;
  - changes in interest rates;
  - changes in foreign currency exchange rates; and
  - HM Treasury's ownership of RBSG and the possibility that it may exert a significant degree of influence over the RBS Group; and
- legal, regulatory and conduct risk, including in respect of:
  - the NWM Group's businesses being subject to substantial regulation and oversight;
  - legal, regulatory and governmental actions and investigations;
  - the transition of LIBOR and IBOR rates to alternative risk free rates; and
  - changes in tax legislation.

Additional factors that could cause the NWM Group's actual business, results of operations or financial condition to differ from the forward-looking statements include, but are not limited to, the other factors that the NWM Group has indicated in other parts of this Base Prospectus and the Registration Document that could materially adversely affect its business and financial performance.

Should one or more of these factors or uncertainties materialise, or should any underlying assumptions prove to be incorrect, the NWM Group's actual results of operations or financial position could differ materially from that described herein as anticipated, believed, estimated or expected. The Issuer urges investors to read the section entitled '*Risk Factors*' of this Base Prospectus and the sections entitled '*Risk Factors*,' '*Operating and Financial Review*,' '*Description of the NWM Group*' and '*Regulation and Supervision*' of the Registration Document for a more complete discussion of the factors that could affect the NWM Group's future performance and the industry in which the NWM Group operates.

The forward-looking statements contained in this document speak only as at the date hereof, and the Issuer does not assume or undertake any obligation or responsibility to update any forward-looking statement to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as may be required by law. All subsequent written and oral forward-looking statements attributable to the Issuer or to persons acting on its behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Base Prospectus.

Each potential investor should, however, consult any further disclosures of a forward-looking nature made in other documents that are incorporated by reference into this Base Prospectus.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this Base Prospectus and have been approved by the FCA or filed with it, shall be deemed to be incorporated in, and to form part of, this Base Prospectus.

This Base Prospectus should be read and construed in conjunction with the following documents:

- (a) the registration document of the Issuer, dated 13 May 2020 prepared in accordance with Article 6 of the Prospectus Regulation and approved by the FCA (the '**Registration Document**');
- (b) the Articles of Association of the Issuer;
- (c) the unaudited consolidated financial statements of the NWM Group for the three months ended 31 March 2020, set forth on pages 6 to 12 of the Issuer's interim report which was published via the regulated news service of the London Stock Exchange ('**RNS**') on 1 May 2020 (the '**Q1 2020 Financial Statements**');
- (d) the audited consolidated financial statements of the NWM Group, together with the audit report thereon, for the year ended 31 December 2019, set forth in the section 'Financial Statements' on pages 69 to 142 and the section 'Capital and Risk Management' on pages 22 to 63 (only where information is identified as 'audited') of the Issuer's annual report which was published via RNS on 14 February 2020 (the '**2019 Financial Statements**'); and
- (e) the audited consolidated financial statements of the NWM Group, together with the audit report thereon, for the year ended 31 December 2018, set forth in the section 'Financial Statements' on pages 52 to 123 and in section 'Capital and Risk Management' on pages 10 to 48 (except information identified as 'unaudited') of the Issuer's annual report which was published via RNS on 15 February 2019 (the '**2018 Financial Statements**' and, together with the Q1 2020 Financial Statements and the 2019 Financial Statements, the '**Financial Statements**').

Any statement contained in a document which is incorporated by reference into this Base Prospectus 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 information or other documents themselves incorporated by reference, either expressly or implicitly, in the documents incorporated by reference in this Base Prospectus, and the content of any websites referenced in this Base Prospectus, shall not form part of this Base Prospectus, except where such information or other documents are specifically incorporated by reference into this Base Prospectus. Where only certain parts of a document are incorporated by reference into this Base Prospectus, the non-incorporated parts are either not relevant to investors or are covered elsewhere in this Base Prospectus. Any information not listed in the above cross-reference list but included in the documents incorporated by reference is given for information purposes only.

The Issuer will provide, without charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the information which is incorporated herein by reference. Written or oral requests for such information should be directed to the Issuer at NatWest Markets Plc, 250 Bishopsgate, London, United Kingdom, EC2M 4AA.

A copy of any or all of the information which is incorporated by reference in this Base Prospectus can be obtained from the website of the Issuer at <https://www.investors.rbs.com/regulatory-news/company-announcements> and from the London Stock Exchange's website at <https://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

## CAPITALISATION

The following table sets forth, as at 31 March 2020, the Issuer's consolidated capitalisation and indebtedness:

	As at 31 March 2020
	£m
Bank deposits (including repos) .....	3,784
Customer deposits.....	5,725
Trading liabilities.....	61,300
<i>of which: repo</i> .....	27,911
<i>of which: debt securities in issue</i> .....	2,005
<i>of which: other deposits</i> .....	1,752
<i>of which: derivative collateral</i> .....	29,632
Other financial liabilities .....	17,387
<i>of which: debt securities in issue</i> .....	16,255
<i>of which: subordinated liabilities</i> .....	1,132
Amounts due to holding company and fellow subsidiaries .....	8,568
<i>of which: CRR-compliant internal MREL instruments issued to RBSG</i> .....	5,465
<i>of which: other bank and customer deposits</i> .....	963
<i>of which: subordinated liabilities</i> .....	2,140
<b>Total senior funding and subordinated liabilities</b> .....	<b>96,764</b>
<b>Total owners' equity</b> .....	<b>10,079</b>
Non-controlling interests .....	(47)
<b>Total equity</b> .....	<b>10,032</b>
<b>Total senior funding, subordinated liabilities and equity</b> .....	<b>106,796</b>

The table above should be read in conjunction with the Financial Statements incorporated by reference into this Base Prospectus.

The Issuer regularly considers various market funding options and accesses the debt capital markets in a variety of issuance formats, currencies and tenors from time to time in connection with executing its funding plans.

## **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be applied by the Issuer to fund its general banking business. If, in respect of a particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms or Pricing Supplement.



## TERMS AND CONDITIONS OF THE NOTES

*The following, subject to completion, is a description of the terms and conditions of the Notes that will be endorsed upon each Global Note and each definitive Note, if any. The following description is subject to completion in accordance with the provisions of the applicable Final Terms or completion, replacement or modification in accordance with the provisions of the applicable Pricing Supplement (each as defined below) in relation to any Notes or Exempt Notes (as defined below), respectively. Any other such terms and conditions as set forth in an applicable Pricing Supplement will be endorsed upon each Global Note and each definitive Note, if any. Capitalised terms used but not defined herein shall have the meanings assigned to them in the Fiscal and Paying Agency Agreement (as defined below) or in the applicable Final Terms or Pricing Supplement as applicable, unless the context otherwise requires or unless otherwise stated.*

In this section, the expression ‘**Notes**’ shall mean (i) in relation to any Notes represented by a Global Note (as defined below), units of the lowest Specified Denomination (as defined below) in US dollars of the relevant Notes, (ii) definitive Notes issued in exchange for a Global Note and (iii) any Global Note issued under, and with the benefit of, the Fiscal and Paying Agency Agreement (as it may be updated, supplemented and/or restated from time to time, the ‘**Fiscal and Paying Agency Agreement**’) dated 22 March 2019, and made among the Issuer and Citibank, N.A., as fiscal and paying agent (the ‘**Fiscal and Paying Agent**’).

Subject to the restrictions on resale set forth elsewhere in this prospectus, the Notes may be presented for registration of transfer or exchange at the office of the Fiscal and Paying Agent or the Transfer Agent, as applicable. No service charge will be made for any transfer or exchange of such Notes, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith and evidence of the transfer’s compliance with applicable transfer restrictions, including those described elsewhere in this prospectus. The Issuer has appointed Citibank, N.A. as its Transfer Agent and Registrar in respect of the Notes (the ‘**Transfer Agent**’ and ‘**Registrar**’). As used herein, ‘**Calculation Agent**’ means NWM Plc or any other person specified as the calculation agent in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. The Fiscal and Paying Agent, any additional paying agent (each a ‘**Paying Agent**’ and, together with the Fiscal and Paying Agent, the ‘**Paying Agents**’) and the Calculation Agent are referred to together as the ‘**Agents**’.

Notes may be issued at such times as shall be agreed between the Issuer and the relevant Dealer(s) pursuant to a distribution agreement dated 22 March 2019 (as supplemented, amended and/or restated from time to time) between the Issuer and the Dealers named therein or as determined by the Issuer if no Dealer will be appointed in respect of an offering of a Tranche (as defined below) of Notes. The provisions of the Notes to be issued shall be indicated in the applicable Final Terms or, in the case of Exempt Notes (as defined below), the applicable Pricing Supplement.

Any applicable Pricing Supplement in relation to any Tranche of Notes for which no prospectus is required to be published under Regulation (EU) 2017/1129, as amended or superseded (the ‘**Prospectus Regulation**’), (‘**Exempt Notes**’), may specify terms and conditions other than those set out herein which shall, to the extent so specified or to the extent inconsistent with this Description of the Notes, replace or modify the terms and conditions of the Notes stated herein for the purpose of such Notes. Such Exempt Notes do not form part of this Base Prospectus and the FCA has neither approved or reviewed information contained in this Base Prospectus in connection with the Exempt Notes. In the case of Exempt Notes only and if appropriate, a supplementary prospectus and/or a pricing supplement (together, a ‘**Pricing Supplement**’) will be published which will describe the effect of the agreement reached in relation to such Notes.

References herein to the applicable ‘**Final Terms**’ are to Part A of the Final Terms attached or endorsed on the Notes and expressions defined or used in the applicable Final Terms shall have the same meanings in this section, unless the context otherwise requires or unless otherwise stated. References herein to the applicable ‘**Pricing Supplement**’ are to Part A of the Pricing Supplement attached or endorsed on the Exempt Notes and expressions defined or used in the applicable Pricing Supplement shall have the same meanings in this section, unless the context otherwise requires or unless otherwise stated.

The following statements are summaries of the detailed provisions of the Fiscal and Paying Agency Agreement and the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. Copies of the Fiscal and Paying Agency Agreement (which contains the forms of the Notes), together with copies of the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement for each issue of Notes, will be available for inspection, free of charge, during normal business hours, at the registered office of the Fiscal and Paying Agent being at the date hereof at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom and at the specified office of each of the Paying Agents. The Noteholders will be deemed to have notice of all the provisions of the Fiscal and Paying Agency

Agreement, which will be binding on them. Words and expressions defined in the Fiscal and Paying Agency Agreement shall have the same meanings where used herein unless the context otherwise requires or unless otherwise stated.

1 As used herein, ‘**Series**’ means the Notes of each original issue of Notes together with the Notes of any further issues expressed to be consolidated and form a single series with the Notes of an original issue and which are denominated in the same currency and the terms of which (other than the Issue Date, the Interest Commencement Date and Issue Price) are otherwise identical (including whether or not they are listed on any stock exchange) and shall be deemed to include the Global Notes and the definitive Notes of such Series; provided, however, that if Notes of a further issue have the same CUSIP, ISIN and/or Common Code as the Notes of an original issue, such further Notes must be fungible with the outstanding Notes for US federal income tax purposes; and the expressions ‘**Notes of the relevant Series**’ and ‘**holders of Notes of the relevant Series**’ and related expressions shall be construed accordingly. As used herein, ‘**Tranche**’ means all Notes of the same Series with the same Issue Date, Interest Commencement Date and Issue Price.

## 2 Form, Denomination, Title and Transfer

### (a) Form, Denomination and Title

- (i) Each Series of Notes sold in reliance on Rule 144A under the Securities Act of 1933, as amended (the ‘**Securities Act**’), will be represented by one or more permanent global certificates in fully registered form (together, the ‘**Rule 144A Global Notes**’). Each Series of Notes sold to non-US persons in offshore transactions in reliance on Regulation S will be represented by one or more permanent global certificates in fully registered form (together the ‘**Regulation S Global Notes**’, and together with the Rule 144A Global Notes, the ‘**Global Notes**’). Beneficial interests in the Global Notes will trade only in book-entry form, and Global Notes will be registered in the name of The Depository Trust Company (‘**DTC**’), or its nominee, and the Global Notes will be deposited with a custodian for DTC, as described in the Fiscal and Paying Agency Agreement.
- (ii) Unless otherwise indicated in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, the Notes will be denominated in US dollars and payments of the principal of and any premium or interest on the Notes will be made in US dollars. If any of the Notes are to be denominated in a specified currency other than US dollars, additional information pertaining to the terms of such Notes and other matters relevant to the holders thereof will be described in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, and references herein to US dollars shall be read to be such currency or denomination unless the context requires otherwise.
- (iii) The Notes may, to the extent specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, (i) bear interest calculated by reference to one or more fixed rates of interest (such Note, a ‘**Fixed Rate Note**’), (ii) bear interest calculated by reference to one or more floating rates of interest (such Note, a ‘**Floating Rate Note**’), (iii) bear interest calculated by reference to, in the case of an initial period, an initial fixed rate of interest and, thereafter, the applicable fixed rate of interest that has been determined pursuant to the reset provisions contained in these Terms and Conditions, by reference to a mid-market swap rate (such Note, a ‘**Reset Note**’), (iv) be issued on a non-interest bearing basis and be offered and sold at a discount to its nominal amount (such Note, a ‘**Zero Coupon Note**’), or (v) be a combination of any of the foregoing.
- (iv) For so long as any of the Notes of this Tranche is represented by a Global Note, the Notes will be eligible for clearance through DTC and its participants, including Euroclear Bank S.A./N.V. (‘**Euroclear**’) and Clearstream Banking S.A., Luxembourg (‘**Clearstream, Luxembourg**’), which participants shall be deemed to include a reference to any additional or alternative clearing system approved by the Issuer. For so long as DTC or its nominee is the registered owner or holder of a Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note for all purposes under the Fiscal Agency Agreement and the Notes (and the expressions ‘**Noteholder**’ and ‘**holder of Notes**’ and related expressions shall be construed accordingly), except to the extent that in accordance with DTC’s published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.
- (v) Notes will be issued in minimum denominations of \$200,000 unless otherwise specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement (the

**'Specified Denominations'**) except that the minimum denomination of each Note listed on a stock exchange in circumstances which require the publication of a prospectus under the Prospectus Regulation or equivalent law or regulation will be at least such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to US dollars.

- (vi) Unless otherwise specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, the Notes will not be subject to any sinking fund or analogous provisions.

*(b) Transfers and Exchanges of Notes*

(i) Transfers of Interests in Global Notes

Transfers of beneficial interests in Global Notes will be effected by DTC, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for definitive Notes only in the Specified Denominations and only in accordance with the terms and conditions specified in the Fiscal and Paying Agency Agreement.

(ii) Transfers of Definitive Notes

Subject to the provisions of paragraph (v) below and to compliance with all applicable legal and regulatory restrictions, upon the terms and subject to the conditions set forth in the Fiscal and Paying Agency Agreement, including the transfer restrictions contained therein, a definitive Note may be transferred in whole or in part (in the Specified Denominations). In order to effect any such transfer, (A) the holder or holders must (1) surrender the Note for registration of the transfer of the Note (or the relevant part of the Note) at the specified office of the Registrar, with the form of transfer thereon duly executed by the holder or holders thereof or his, her or their attorney or attorneys duly authorised in writing and (2) complete and deposit such other certifications specified in the Fiscal and Paying Agency Agreement and as may be required by the Registrar and (B) the Registrar must, after due and careful inquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in the Fiscal and Paying Agency Agreement). Subject to the provisions above, the Registrar will, within three (3) business days (being for this purpose a day on which banks are open for business in the city where the specified office of such Registrar is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by mail to such address as the transferee may request, a new definitive Note of a like aggregate nominal amount to the Note (or the relevant part of the Note) transferred. In the case of the transfer of only part of a definitive Note, a new definitive Note in respect of the balance of the Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(iii) Registration of Transfer Upon Partial Redemption

In the event of a partial redemption of Notes under Condition 6 (Redemption and Purchase), the Issuer shall not be required to register the transfer of any Note, or part of a Note, called for partial redemption.

(iv) Costs of Registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular, uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(v) Exchanges and Transfers of Notes Generally

- (a) Beneficial interests in Global Notes will not be exchangeable for definitive Notes and will not otherwise be issuable as definitive Notes unless:

- (I) DTC notifies the Issuer that it is unwilling or unable to continue to act as depository for the Notes and the Issuer does not appoint a successor within ninety (90) days;

- (II) DTC ceases to be a clearing agency registered under the US Securities Exchange Act of 1934, as amended, and the Issuer does not appoint a successor within ninety (90) days;
- (III) the Issuer is wound up and it fails to make a payment on the Notes when due; or
- (IV) at any time the Issuer determines at its option and in its sole discretion that the Global Notes of a particular Series should be exchanged for definitive Notes of that Series in registered form.

If any of the events described in the preceding paragraph occurs, the Issuer will issue definitive Notes in an amount equal to a holder's beneficial interest in the Notes. Definitive Notes will be issued only in the Specified Denomination, and will be registered in the name of the person DTC specifies in a written instruction to the Registrar of the Notes.

- (b) Holders of Notes in definitive form may exchange such Notes for interests in a Global Note (if any) of the same Series at any time, subject to compliance with all applicable legal and regulatory restrictions and upon the terms and subject to the conditions set forth in the Fiscal and Paying Agency Agreement.

### 3 Status of the Notes

The Notes shall constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall rank pari passu and without any preference among themselves, and (save to the extent that laws affecting creditors' rights generally in a bankruptcy, winding up, administration or other insolvency procedure may give preference to any of such other obligations) equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

### 4 Interest

#### *(a) Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest from, and including, the Interest Commencement Date specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, at the rate(s) per annum equal to the Rate(s) of Interest payable in arrear on the date(s) so specified in the applicable Final Terms or Pricing Supplement on which interest is payable in each year (each, an **'Interest Payment Date'**), subject to adjustment as described below, and on the Maturity Date so specified if that does not fall on an Interest Payment Date. Interest on the Fixed Rate Notes due on an Interest Payment Date will be paid to the holder shown on the register of Noteholders at the close of business on the Regular Record Date, whether or not such date is a Business Day. If the Notes are in definitive form, except as provided in the applicable Final Terms or Pricing Supplement, the amount of interest payable on each Interest Payment Date will be the Fixed Coupon Amount if one is specified in the applicable Final Terms or Pricing Supplement. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the period from the Interest Commencement Date to such Interest Payment Date differs from the period between subsequent Interest Payment Dates, the amount of the first interest payment will be the initial Broken Amount specified in the applicable Final Terms or Pricing Supplement. If the Maturity Date is not an Interest Payment Date, interest from, and including, the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to, but excluding, the Maturity Date will be the final Broken Amount specified in the applicable Final Terms or Pricing Supplement.

If the Modified Following Business Day Convention is specified in the applicable Final Terms or Pricing Supplement and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date, or other date, should occur or (y) if any Interest Payment Date, or other date, would otherwise fall on a day which is not a Business Day, then such Interest Payment Date, or other date, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date, or other date, shall be brought forward to the immediately preceding Business Day. Unless the applicable Final Terms or Pricing Supplement specify that the Business Day Convention is 'adjusted', any such adjustment to an Interest Payment Date, or other date, shall not affect the amount of interest payable in respect of a Fixed Rate Note and, for the purposes of the determination of any amount in respect of interest and the applicable Day Count Fraction, the number of days in the relevant period shall be calculated on the basis that no adjustment has been made to the relevant Interest Payment Date, or other date.

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

(A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

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

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of US dollars, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts, determined in the manner provided above, for each Calculation Amount comprising the Specified Denomination without any further rounding.

**'Day Count Fraction'** means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a), if **'30/360'** is specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement, the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Issue Date or, if different from the Issue Date, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; unless otherwise specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement.

*(b) Interest on Reset Notes*

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

Each Reset Note bears interest:

(i) from, and including, the Interest Commencement Date specified in the applicable Final Terms or Pricing Supplement until, but excluding, the First Reset Date at the rate per annum equal to the Initial Rate of Interest;

(ii) from, and including, the First Reset Date until, but excluding, the first Subsequent Reset Date or, if no Subsequent Reset Date is specified in the applicable Final Terms or Pricing Supplement, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and

(iii) for each Subsequent Reset Period thereafter, if any, at the rate per annum equal to the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on the date(s) so specified in the applicable Final Terms on which interest is payable in each year (each an **'Interest Payment Date'**), subject to adjustment as described in the second paragraph of Condition 4(a), and on the Maturity Date if that does not fall on an Interest Payment Date. Interest on the Reset Notes due on an Interest Payment Date will be paid to the holder shown on the register of Noteholders at the close of business on the Regular Record Date, whether or not such date is a Business Day. The Rate of Interest and the amount of interest (the **'Interest Amount'**) payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 4(a) and, for such purposes, references in the second and third paragraphs of Condition 4(a) to **'Fixed Rate Notes'** shall be deemed to be to **'Reset Notes'** and Condition 4(a) shall be construed accordingly.

In these Terms and Conditions:

**'First Margin'** means the margin specified as such in the applicable Final Terms or Pricing Supplement;

**'First Reset Date'** means the date specified in the applicable Final Terms or Pricing Supplement;

**'First Reset Period'** means the period from, and including, the First Reset Date until, but excluding, the first Subsequent Reset Date or, if no Subsequent Reset Date is specified in the applicable Final Terms or Pricing Supplement, the Maturity Date;

**‘First Reset Rate of Interest’** means, in respect of the First Reset Period and subject to Condition 4(b)(ii), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the First Margin;

**‘Initial Mid-Swap Rate’** has the meaning specified in the applicable Final Terms or Pricing Supplement;

**‘Initial Rate of Interest’** has the meaning specified in the applicable Final Terms or Pricing Supplement;

**‘Mid-Market Swap Rate’** means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Original Mid-Swap Rate Basis, calculated on the day count basis customary for fixed rate payments in US dollars as determined by the Calculation Agent, of a fixed-for-floating interest rate swap transaction in US dollars, which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Reference Rate (as specified in the applicable Final Terms or Pricing Supplement), calculated on the day count basis customary for floating rate payments in US dollars as determined by the Calculation Agent;

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

**‘Mid-Swap Rate’** means, in relation to a Reset Determination Date and subject to Condition 4(b)(ii), either:

(i) if Single Mid-Swap Rate is specified in the applicable Final Terms or Pricing Supplement, the rate for swaps in US dollars:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the applicable Final Terms or Pricing Supplement, the arithmetic mean, expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards), of the bid and offered swap rate quotations for swaps in US dollars:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in The City of New York on such Reset Determination Date, all as determined by the Calculation Agent;

**‘Original Mid-Swap Rate Basis’** has the meaning given in the applicable Final Terms or Pricing Supplement. In the case of Notes other than Exempt Notes, the Original Mid-Swap Rate Basis shall be annual, semi-annual, quarterly or monthly;

**‘Regular Record Date’** means, in respect of any Interest Payment Date, the fifteenth (15<sup>th</sup>) day next preceding such Interest Payment Date;

**‘Rate of Interest’** means the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

**‘Relevant Screen Page’** means the screen page for the applicable reference rate specified in the applicable Final Terms or Pricing Supplement;

**‘Reset Date’** means the First Reset Date and each Subsequent Reset Date, as applicable, in each case as adjusted (if so specified in the applicable Final Terms or Pricing Supplement) in accordance with Condition 4(a) as if the relevant Reset Date was an Interest Payment Date;

**‘Reset Determination Date’** means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period;

**‘Reset Period’** means the First Reset Period or a Subsequent Reset Period, as the case may be;

**‘Reset Period Maturity Initial Mid-Swap Rate’** has the meaning specified in the applicable Final Terms or Pricing Supplement;

**‘Subsequent Margin’** means the margin specified as such in the applicable Final Terms or Pricing Supplement;

**‘Subsequent Reset Date’** means the date or dates specified in the applicable Final Terms or Pricing Supplement;

**‘Subsequent Reset Period’** means the period from, and including, the first Subsequent Reset Date to, but excluding, the next Subsequent Reset Date (or, if none, the Maturity Date), and each successive period from, and including, a Subsequent Reset Date to, but excluding, the next succeeding Subsequent Reset Date (or, if none, the Maturity Date); and

**‘Subsequent Reset Rate of Interest’** means, in respect of any Subsequent Reset Period and subject to Condition 4(b)(ii), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Margin.

*(ii) Fallbacks*

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page (subject to Condition 4(e)), the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in The City of New York on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable, for the relevant Reset Period shall be the sum of the arithmetic mean, rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards), of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin, as applicable, all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable, shall be determined to be the sum of the relevant Mid-Market Swap Rate Quotation provided and the First Margin or Subsequent Margin, as applicable, all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph:

- (A) in the case of the first Reset Determination Date only, the First Reset Rate of Interest will be equal to the sum of:
1. if Initial Mid-Swap Rate Final Fallback is specified in the applicable Final Terms or Pricing Supplement as being applicable, (i) the Initial Mid-Swap Rate and (ii) the First Margin;
  2. if Reset Period Maturity Initial Mid-Swap Rate Final Fallback is specified in the applicable Final Terms or Pricing Supplement as being applicable, (i) the Reset Period Maturity Initial Mid-Swap Rate and (ii) the First Margin; or
  3. if Last Observable Mid-Swap Rate Final Fallback is specified in the applicable Final Terms or Pricing Supplement as being applicable, (i) the last observable rate for swaps in US dollars with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (ii) the First Margin; or
- (B) in the case of any Reset Determination Date other than the first Reset Determination Date, the Subsequent Reset Rate of Interest shall be equal to the sum of:

1. if Subsequent Reset Rate Mid-Swap Rate Final Fallback is specified in the applicable Final Terms or Pricing Supplement as being applicable, (i) the Mid-Swap Rate determined on the last preceding Reset Determination Date and (ii) the Subsequent Margin; or
2. if Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback is specified in the applicable Final Terms or Pricing Supplement as being applicable, (i) the last observable rate for swaps in US dollars with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (ii) the Subsequent Margin,

all as determined by the Calculation Agent taking into consideration all available information that it in good faith deems relevant.

For the purposes of this Condition 4(b)(ii) **'Reference Banks'** means the principal office in The City of New York of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

*(iii) Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount*

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified to the Issuer, the Agent and any stock exchange or other relevant authority on which the relevant Reset Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day (where a **'London Business Day'** means a day, other than a Saturday or a Sunday, on which banks and foreign exchange markets are open for business in London) thereafter.

*(iv) Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b) by the Calculation Agent shall, in the absence of manifest error, be binding on the Issuer, the Agent, the Calculation Agent, the other Paying Agents and all Noteholders and, in the absence of gross negligence or wilful default, no liability to the Issuer, the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

*(c) Interest on Floating Rate Notes*

*(i) Interest Payment Dates*

Each Floating Rate Note bears interest from, and including, the Interest Commencement Date at the rate equal to the Rate of Interest and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an **'Interest Payment Date'**) in each year specified in the applicable Final Terms or Pricing Supplement; or
- (B) if no Interest Payment Date(s) is/are specified in the applicable Final Terms or Pricing Supplement, each date (each also an **'Interest Payment Date'**) which, except as otherwise mentioned in this section or specified in the applicable Final Terms or Pricing Supplement, falls the number of months or such other periods specified as the Interest Period(s) in the applicable Final Terms or Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. Interest on the Floating Rate Notes due on an Interest Payment Date will be paid to the holder shown on the register of Noteholders at the close of business on the Regular Record Date, whether or not such date is a Business Day.

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

- (1) in the case where an Interest Period is specified in accordance with the preceding paragraph (B), the Floating Rate Convention, such Interest Payment Date, or other date, (a) in the case of



(x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply mutatis mutandis or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date, or other date, shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date, or other date, shall be the last Business Day of the month in which such Interest Payment Date, or other date, would have fallen; or

- (2) the Following Business Day Convention, such Interest Payment Date, or other date, shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date, or other date, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date, or other date, shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date, or other date, shall be brought forward to the immediately preceding Business Day.

**‘Business Day’** means any day, other than Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close in The City of New York or in the City of London.

**‘Interest Period’** means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Payment Date which may or may not be the same number of months or other period throughout the life of the Notes.

*(ii) Rate of Interest*

The rate of interest (the **‘Rate of Interest’**) payable from time to time in respect of this Note if it is a Floating Rate Note will be determined in the manner specified in the applicable Final Terms or Pricing Supplement.

*(iii) ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms or Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms or Pricing Supplement) the Margin, if any. For the purposes of this paragraph (iii), **‘ISDA Rate’** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Swap Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms or Pricing Supplement;
- (B) the Designated Maturity is a period equal to that Interest Period; and
- (C) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London interbank offered rate (**‘LIBOR’**), the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms or Pricing Supplement.

For the purposes of this paragraph (iii), (a) **‘ISDA Definitions’** means the 2006 ISDA Definitions, as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series, published by the International Swaps and Derivatives Association, Inc. and (b) **‘Floating Rate’**, **‘Floating Rate Option’**, **‘Designated Maturity’** and **‘Reset Date’** have the meanings given to those terms in the ISDA Definitions and **‘Swap Calculation Agent’** has the meaning given to the term **‘Calculation Agent’** in the ISDA Definitions.

When this paragraph (iii) applies, in respect of each relevant Interest Period:

- (A) the Rate of Interest for such Interest Period will be the Floating Rate determined by the Calculation Agent in accordance with this paragraph (iii) plus or minus (as indicated in the applicable Final Terms or Pricing Supplement) the Margin, if any; and

- (B) the Calculation Agent will be deemed to have discharged its obligations under Condition 4(c)(vii) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this paragraph (iii).

*(iv) Screen Rate Determination:*

*(A) For Floating Rate Notes other than Floating Rate Notes which reference SOFR*

Where Screen Rate Determination is specified in the applicable Final Terms or Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the applicable Final Terms or Pricing Supplement is not SOFR, the Rate of Interest for each Interest Period will, subject as provided below and subject to Condition 4(e), be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered quotations,

expressed as a percentage rate per annum, for the Reference Rate (as specified in the applicable Final Terms or Pricing Supplement, the “**Reference Rate**”) which appears or appear, as the case may be, on the Relevant Screen Page (or any successor or replacement page, section, caption, column or other part of a particular information service) as at 11:00 a.m. London time on the Interest Determination Date in question (as indicated in the applicable Final Terms or Pricing Supplement) plus or minus (as indicated in the applicable Final Terms or Pricing Supplement) the Margin, if any, all as determined by the Calculation Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if subparagraph (A) above applies and no such offered quotation appears on the Relevant Screen Page or, if subparagraph (B) above applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at 11:00 a.m. London time, the Issuer shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for deposits in US Dollars for the relevant Interest Period to leading banks in the London interbank market as at approximately 11.00 a.m. London time, on the Interest Determination Date and in a principal amount that is representative for a single transaction in US dollars in that market at that time. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded as provided above) of such offered quotations plus or minus (as appropriate) the Margin, if any, all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with such an offered quotation as provided above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded as provided above) of the rates, as communicated to, and at the request of, the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately 11:00 a.m. London time, on the relevant Interest Determination Date, deposits in US Dollars for the relevant Interest Period by leading banks in the London interbank market, plus or minus, as appropriate, the Margin, if any, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in US dollars for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in US dollars for the relevant Interest Period, at which, at approximately 11:00 a.m. London time, on the relevant Interest Determination Date, any one or more banks selected by the Calculation Agent for the purpose, which bank or banks shall be so selected after consultation with the Issuer and shall not include any bank or banks which in the opinion of the Issuer is not or are not suitable for such purpose, informs the Calculation Agent it is quoting to leading banks in the London inter bank market, plus or minus, as appropriate, the Margin, if any, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date; though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period.

**‘Reference Banks’** means the principal office in The City of New York of four major banks in the money, securities or other market most closely connected with the Reference Rate as selected by the Issuer on the advice of an investment bank of international repute.

*(B) For Floating Rate Notes which reference SOFR*

**(1) Calculation Method – Compounded Daily SOFR**

Where Screen Rate Determination is specified in the applicable Final Terms or Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the applicable Final Terms or Pricing Supplement is Compounded Daily SOFR, the Rate of Interest applicable to the Notes for each Interest Period will, subject as provided below and subject to Condition 4(e), be the sum of the Margin and Compounded Daily SOFR determined by the Calculation Agent in relation to such Interest Period.

For the purposes of this Condition 4(c)(iv)(B)(1):

**“Compounded Daily SOFR”** means, in relation to an Interest Period, the rate of return of a daily compound interest investment (with SOFR as reference rate for the calculation of interest) and will be calculated by the Calculation Agent as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

**“d”** means, in relation to any Interest Period, the number of calendar days in such Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period);

**“d<sub>0</sub>”** means, in relation to any Interest Period, the number of United States Government Securities Business Days in such Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period);

**“i”** means, in relation to any Interest Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant United States Government Securities Business Day in chronological order from (and including) the first United States Government Securities Business Day in such Interest Period to (but excluding) the last United States Government Securities Business Day in such Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period);

**“n<sub>i</sub>”** means, in relation to any United States Government Securities Business Day “i” in the relevant Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period), the number of calendar days from (and including) such United States Government Securities Business Day “i” up to (but excluding) the following United States Government Securities Business Day;

**“SOFR<sub>i</sub>”** in relation to any United States Government Securities Business Day “i” in the relevant Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period), is equal to:

- (i) where “Look-back” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, SOFR in respect of the United States Government Securities Business Day falling “p” United States Government Securities Business Days prior to that day “i”;
- (ii) where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, SOFR in respect of that day “i”;

(iii) where “Lock-out” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement:

a. where that day “i” is a Reference Day, SOFR in respect of the United States Government Securities Business Day immediately preceding such Reference Day; and

b. where that day “i” is a United States Government Securities Business Day in the Lock-out Period, SOFR in respect of the United States Government Securities Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date).

“**Federal Reserve’s Website**” means the website of the Board of Governors of the Federal Reserve System, currently at <http://www.federalreserve.gov>, or any successor website of the Board of Governors of the Federal Reserve System;

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

“**Look-back Period**” means the number of United States Government Securities Business Days specified as such in the applicable Final Terms or Pricing Supplement;

“**New York City Banking Day**” means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

“**New York Federal Reserve’s Website**” means the website of the Board Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org/>, or any successor website of the Federal Reserve Bank of New York;

“**OBFR Index Cessation Event**” means the occurrence of one of more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased or will cease to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

(c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

“**OBFR Index Cessation Date**” means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

“**Observation Period**” means, in respect of each Interest Period, the period from, and including, the day “r” United States Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the day “r” United States Government Securities Business Days preceding the Interest Payment Date at the end of such Interest Period (where “r” is the number of United States Government Securities Business Days included in the Shift Period specified in the applicable Final Terms or Pricing Supplement (or, if no such number is specified, two United States Government Securities Business Days));

“**p**” means, for any Interest Period, and where “Look-back” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the number of United States Government Securities Business Days included in the Look-back Period specified in the

applicable Final Terms or Pricing Supplement (or, if no such number is specified, four United States Government Securities Business Days);

“**Reference Day**” means each United States Government Securities Business Day in the relevant Interest Period, other than any United States Government Securities Business Day in the Lock-out Period;

“**Shift Period**” means, for any Observation Period, and where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the number of United States Government Securities Business Days specified as such in the applicable Final Terms or Pricing Supplement;

“**SIFMA**” means the Securities Industry and Financial Markets Association or any successor thereto;

“**SOFR**” means, with respect to any SOFR Reset Date:

(a) the Secured Overnight Financing Rate published at 5:00 p.m. (New York City time) on the New York Federal Reserve’s Website on such SOFR Reset Date for trades made on the related SOFR Determination Date;

(b) if the rate specified in (a) above does not so appear, and a SOFR Index Cessation Event and SOFR Index Cessation Date have not both occurred, the Secured Overnight Financing Rate published on the New York Federal Reserve’s Website for the first preceding United States Government Securities Business Day for which the Secured Overnight Financing Rate was published on the New York Federal Reserve’s Website;

(c) if the rate specified in (a) above does not so appear, and a SOFR Index Cessation Event and a SOFR Index Cessation Date have both occurred, the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been recommended within one United States Government Securities Business Day of the relevant SOFR Index Cessation Event, the Overnight Bank Funding Rate (published on the New York Federal Reserve’s Website at or around 5:00 p.m. (New York City time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(d) if the Calculation Agent is required to use the Overnight Bank Funding Rate in paragraph (c) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the short-term interest rate target set by the Federal Open Market Committee, as published on the Federal Reserve’s Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the Federal Reserve’s Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range);

“**SOFR Determination Date**” means, with respect to any SOFR Reset Date and with respect to (i) the Secured Overnight Financing Rate and (ii) the Overnight Bank Funding Rate: (A) in the case (i) the first United States Government Securities Business Day immediately preceding such SOFR Reset Date; and (B) in the case of (ii), the first New York City Banking Day immediately preceding such SOFR Reset Date;

“**SOFR Index Cessation Date**” means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured

Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

“**SOFR Index Cessation Event**” means the occurrence of one or more of the following events:

- (a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide a Secured Overnight Financing Rate; or
- (b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate; or
- (c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Secured Overnight Financing Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

“**SOFR Reset Date**” means each United States Government Securities Business Day during the relevant Interest Period, provided however that if both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, it shall mean: (i) in respect of the period from, and including, the first day of the Interest Period in which the SOFR Index Cessation Date falls (such Interest Period, the “**Affected Interest Period**”) to, but excluding the SOFR Index Cessation Date (such period, the “**Partial SOFR Period**”), each United States Government Securities Business Day during the Partial SOFR Period; (ii) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the “**Partial Fallback Period**”), each New York City Banking Day during the Partial Fallback Period; and (iii) in respect of each Interest Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Period; and

“**United States Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

## (2) Calculation Method – Weighted Average SOFR

Where Screen Rate Determination is specified in the applicable Final Terms or Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate specified in the applicable Final Terms or Pricing Supplement is Weighted Average SOFR, the Rate of Interest applicable to the Notes for each Interest Period will, subject as provided below and subject to Condition 4(e), be the sum of the Margin and Weighted Average SOFR determined by the Calculation Agent in relation to such Interest Period.

For the purposes of this Condition 4(c)(iv)(B)(2):

“**Weighted Average SOFR**” means the arithmetic mean of the “SOFR<sub>*i*</sub>” in effect for each SOFR Reset Date during the relevant Interest Period, calculated by multiplying the relevant “SOFR<sub>*i*</sub>” by the number of calendar days such “SOFR<sub>*i*</sub>” is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Period.

where:

“**d<sub>0</sub>**” means, in relation to any Interest Period, the number of United States Government Securities Business Days in such Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period)

“**i**” means, in relation to any Interest Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant United States Government Securities Business Day in chronological order from (and including) the first United States Government Securities Business Day in such Interest Period to (but excluding) the last United States Government Securities Business Day in

such Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period);

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

“**Look-back Period**” means the number of United States Government Securities Business Days specified as such in the applicable Final Terms or Pricing Supplement;

“**Observation Period**” means, in respect of each Interest Period, the period from, and including, the day “r” United States Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the day “r” United States Government Securities Business Days preceding the Interest Payment Date at the end of such Interest Period (where “r” is the number of United States Government Securities Business Days included in the Shift Period specified in the applicable Final Terms or Pricing Supplement (or, if no such number is specified, two United States Government Securities Business Days));

“**p**” means, for any Interest Period, and where “Look-back” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the number of United States Government Securities Business Days included in the Look-back Period specified in the applicable Final Terms or Pricing Supplement (or, if no such number is specified, four United States Government Securities Business Days);

“**Reference Day**” means each United States Government Securities Business Day in the relevant Interest Period, other than any United States Government Securities Business Day in the Lock-out Period;

“**Shift Period**” means, for any Observation Period, and where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the number of United States Government Securities Business Days specified as such in the applicable Final Terms or Pricing Supplement;

“**SOFR<sub>i</sub>**” means, in relation to any United States Government Securities Business Day “i” in the Interest Period (or, where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, the relevant Observation Period), is equal to:

- (i) where “Look-back” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, SOFR in respect of the United States Government Securities Business Day falling “p” United States Government Securities Business Days prior to that day “i”;
- (ii) where “Observation Period Shift” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement, SOFR in respect of that day “i”;
- (iii) where “Lock-out” is specified as the Observation Method in the applicable Final Terms or Pricing Supplement:
  - a. where that day “i” is a Reference Day, SOFR in respect of the United States Government Securities Business Day immediately preceding such Reference Day; and
  - b. where that day “i” is a United States Government Securities Business Day in the Lock-out Period, SOFR in respect of the United States Government Securities Business Day immediately preceding the last Reference Day of the relevant Interest Period (such last Reference Day coinciding with the Interest Determination Date).

“**SOFR**” means, with respect to any SOFR Reset Date:

- (a) the Secured Overnight Financing Rate published at 5:00 p.m. (New York City time) on the New York Federal Reserve’s Website on such SOFR Reset Date for trades made on the related SOFR Determination Date;
- (b) if the rate specified in (a) above does not so appear, and a SOFR Index Cessation Event and SOFR Index Cessation Date have not both occurred, the Secured

Overnight Financing Rate published on the New York Federal Reserve's Website for the first preceding United States Government Securities Business Day for which the Secured Overnight Financing Rate was published on the New York Federal Reserve's Website;

(c) if the rate specified in (a) above does not so appear, and a SOFR Index Cessation Event and a SOFR Index Cessation Date have both occurred, the rate that was recommended as the replacement for the Secured Overnight Financing Rate by the Federal Reserve Board and/or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York for the purpose of recommending a replacement for the Secured Overnight Financing Rate (which rate may be produced by a Federal Reserve Bank of New York or other designated administrator, and which rate may include any adjustments or spreads) or, if no such rate has been recommended within one United States Government Securities Business Day of the relevant SOFR Index Cessation Event, the Overnight Bank Funding Rate (published on the New York Federal Reserve's Website at or around 5:00 p.m. (New York City time) on the relevant New York City Banking Day) for any SOFR Reset Date falling on or after the SOFR Index Cessation Date (it being understood that the Overnight Bank Funding Rate for any such SOFR Reset Date will be for trades made on the related SOFR Determination Date); or

(d) if the Calculation Agent is required to use the Overnight Bank Funding Rate in paragraph (c) above and an OBFR Index Cessation Event and an OBFR Index Cessation Date have both occurred, then for any SOFR Reset Date falling on or after the later of the SOFR Index Cessation Date and the OBFR Index Cessation Date, the short-term interest rate target set by the Federal Open Market Committee, as published on the Federal Reserve's Website and as prevailing on such SOFR Reset Date, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee, as published on the Federal Reserve's Website and as prevailing on such SOFR Reset Date (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range);

**"Federal Reserve's Website"** means the website of the Board of Governors of the Federal Reserve System, currently at <http://www.federalreserve.gov>, or any successor website of the Board of Governors of the Federal Reserve System;

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

**"New York City Banking Day"** means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City;

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

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) announcing that it has ceased or will cease to publish or provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide an Overnight Bank Funding Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Overnight Bank Funding Rate) has ceased or will cease to provide the Overnight Bank Funding Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Overnight Bank Funding Rate; or

(c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Overnight Bank Funding Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

**"OBFR Index Cessation Date"** means, in respect of an OBFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the



Overnight Bank Funding Rate), ceases to publish the Overnight Bank Funding Rate, or the date as of which the Overnight Bank Funding Rate may no longer be used;

“**SIFMA**” means the Securities Industry and Financial Markets Association or any successor thereto;

“**SOFR Determination Date**” means, with respect to any SOFR Reset Date and with respect to (i) the Secured Overnight Financing Rate and (ii) the Overnight Bank Funding Rate: (A) in the case (i) the first United States Government Securities Business Day immediately preceding such SOFR Reset Date; and (B) in the case of (ii), the first New York City Banking Day immediately preceding such SOFR Reset Date;

“**SOFR Index Cessation Date**” means, in respect of a SOFR Index Cessation Event, the date on which the Federal Reserve Bank of New York (or any successor administrator of the Secured Overnight Financing Rate), ceases to publish the Secured Overnight Financing Rate, or the date as of which the Secured Overnight Financing Rate may no longer be used;

“**SOFR Index Cessation Event**” means the occurrence of one or more of the following events:

(a) a public statement by the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) announcing that it has ceased or will cease to publish or provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide a Secured Overnight Financing Rate; or

(b) the publication of information which reasonably confirms that the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate) has ceased or will cease to provide the Secured Overnight Financing Rate permanently or indefinitely, provided that, at that time, there is no successor administrator that will continue to publish or provide the Secured Overnight Financing Rate; or

(c) a public statement by a U.S. regulator or other U.S. official sector entity prohibiting the use of the daily Secured Overnight Financing Rate that applies to, but need not be limited to, all swap transactions, including existing swap transactions;

“**SOFR Reset Date**” means each United States Government Securities Business Day during the relevant Interest Period, provided however that if both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, it shall mean: (i) in respect of the period from, and including, the first day of the Interest Period in which the SOFR Index Cessation Date falls (such Interest Period, the “**Affected Interest Period**”) to, but excluding the SOFR Index Cessation Date (such period, the “**Partial SOFR Period**”), each United States Government Securities Business Day during the Partial SOFR Period; (ii) in respect of the period from, and including, the SOFR Index Cessation Date to, but excluding, the Interest Payment Date in respect of the Affected Interest Period (such period, the “**Partial Fallback Period**”), each New York City Banking Day during the Partial Fallback Period; and (iii) in respect of each Interest Period subsequent to the Affected Interest Period, each New York City Banking Day during the relevant Interest Period; and

“**United States Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(v) *Linear Interpolation*

If the applicable Final Terms or Pricing Supplement specifies a Linear Interpolation as applicable in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period; provided, however, that if there is no

rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

‘**Applicable Maturity**’ means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate and, (b) in relation to ISDA Determination, the Designated Maturity.

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

If the applicable Final Terms or Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period determined in accordance with the above provisions shall in no event be less than such Minimum Rate of Interest. Unless otherwise stated in the applicable Final Terms or Pricing Supplement, the Minimum Rate of Interest shall be deemed to be zero.

If the applicable Final Terms or Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then the Interest Rate for such Interest Period determined in accordance with the above provisions shall in no event exceed such Maximum Rate of Interest.

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

The Calculation Agent will, at or as soon as practicable after each time at which the Rate of Interest is to be determined determine the Rate of Interest and calculate the amount of interest (the ‘**Interest Amount**’) payable for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to:

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

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of US dollars, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

‘**Day Count Fraction**’ means, in respect of the calculation of an amount of interest for any Interest Period in accordance with this Condition 4(c),

- (A) if ‘**Actual/360**’ is specified in the applicable Final Terms or Pricing Supplement, the actual number of days in the relevant Interest Period divided by 360; and
- (B) if ‘**30/360**’ is specified in the applicable Final Terms or Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

‘**Y<sub>1</sub>**’ is the year, expressed as a number, in which the first day of the Interest Period falls;

‘**Y<sub>2</sub>**’ is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

‘**M<sub>1</sub>**’ is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

‘**M<sub>2</sub>**’ is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

‘**D<sub>1</sub>**’ is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

'D<sub>2</sub>' is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.

(viii) *Notification of Rate of Interest and Interest Amount*

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after their determination but in no event later than the fourth London Business Day (where a '**London Business Day**' means a day, other than Saturday or Sunday, on which banks and foreign exchange markets are open for business in London) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended, or appropriate alternative arrangements made by way of adjustment, in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13.

(ix) *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(c) by the Calculation Agent shall, in the absence of manifest error, be binding on the Issuer, the Calculation Agent, the other Paying Agents and all Noteholders and, in the absence of gross negligence or wilful default, no liability to the Issuer, or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

(d) *Accrual of Interest*

Each Note, or in the case of the redemption of part only of a Note, that part only of such Note, will cease to bear interest, if any, from the due date for its redemption unless, upon, where applicable, due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (1) the date on which all amounts due in respect of such Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given to Noteholders in accordance with Condition 13 or individually.

(e) *Effect of Benchmark Transition Event*

Notwithstanding any other provision to the contrary in the Conditions, if the Issuer or, at the Issuer's request, the Calculation Agent, determines on or prior to the relevant Reference Time, that a Benchmark Transition Event and its related Benchmark Replacement Date (each, as defined below) have occurred with respect to the then current Benchmark, then the provisions set forth in this Condition 4(e) (*Effect of Benchmark Transition Event*) (the "**Benchmark Transition Provisions**"), will thereafter apply to all terms of the Notes relevant in respect of such Benchmark, including without limitation, the determination of any Rate of Interest. In accordance with the Benchmark Transition Provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any such Rate of Interest in respect of an Interest Period, will be determined by reference to the relevant Benchmark Replacement.

**Benchmark Replacement.** If the Issuer or, at the Issuer's request, the Calculation Agent, determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

**Benchmark Replacement Conforming Changes.** In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time.

**Decisions and Determinations.** Any determination, decision or election that may be made by the Issuer or Calculation Agent pursuant to this Condition 4(e), including any determination with respect to a tenor, rate or

adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (i) will be conclusive and binding absent manifest error;
- (ii) if made by the Issuer, will be made in the Issuer's sole discretion;
- (iii) if made by the Calculation Agent, will be made after consultation with the Issuer, and the Calculation Agent will not make any such determination, decision or election to which the Issuer reasonably objects; and
- (iv) notwithstanding anything to the contrary in the Conditions, Fiscal and Paying Agency Agreement or the Notes, shall become effective without consent from the holders of the Notes or any other party.

If the Calculation Agent does not make any determination, decision or election that it is required to make pursuant to this Condition 4(e), then the Issuer will make that determination, decision or election on the same basis as described above.

Certain Defined Terms. As used herein:

**"Benchmark"** means, initially, (i) LIBOR of the appropriate tenor or (ii) Compounded Daily SOFR or (iii) Weighted Average SOFR (as the case may be); provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR, Compounded Daily SOFR, Weighted Average SOFR (or the published daily SOFR used in the calculation thereof) or the then-current USD Benchmark, then **"Benchmark"** means the applicable Benchmark Replacement.

**"Benchmark Replacement"** means the Interpolated Benchmark with respect to the then-current Benchmark, plus the Benchmark Replacement Adjustment for such Benchmark; *provided* that if the Issuer or the Calculation Agent cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then **"Benchmark Replacement"** means the first alternative set forth in the order below that can be determined by the Issuer or the Calculation Agent as of the Benchmark Replacement Date:

- (i) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
- (ii) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
- (iii) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (iv) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; or
- (v) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or the Calculation Agent as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

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

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer (or the Calculation Agent) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate notes at such time.

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing

and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer or the Calculation Agent decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or the Calculation Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or the Calculation Agent determines is reasonably necessary).

“**Benchmark Replacement Date**” means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily-published component used in calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of clause (iii) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

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

“**Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily-published component used in calculation thereof):

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

“**Compounded SOFR**” means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Issuer or the Calculation Agent in accordance with:

- (i) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; *provided* that:
- (ii) if, and to the extent that, Issuer or the Calculation Agent determines that Compounded SOFR cannot be determined in accordance with clause (i) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Issuer or the Calculation Agent giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate notes at such time.

For the avoidance of doubt, the calculation of Compounded SOFR shall exclude the Benchmark Replacement Adjustment.

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

“**Federal Reserve Bank of New York’s Website**” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“**Interpolated Benchmark**” with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

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

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

“**Reference Time**” with respect to any determination of the Benchmark means (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination, and (2) if the Benchmark is not LIBOR, the time determined by the Issuer or the Calculation Agent in accordance with the Benchmark Replacement Conforming Changes.

“**Relevant Governmental Body**” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

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

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

“**Unadjusted Benchmark Replacement**” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

## 5 Payments

### *(a) Method of Payment for Definitive Notes*

Payments in respect of definitive Notes will be made to the registered holder of such Note in US dollars and will be made at the option of such registered holder thereof, as notified to the Issuer and Paying Agent sufficiently in advance of any payment to be received, either by transfer to an account in US dollars maintained by the payee with, or by a cheque in US dollars drawn on, a bank in The City of New York, provided such notice has been duly given. All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws or agreements to which the Issuer or any of the Paying Agents agrees to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 7.

Payments of principal in respect of definitive Notes, if issued, will, subject as provided below, be made only against presentation and surrender of such definitive Notes at the specified office of any Paying Agent.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest, if any, accrued in respect of such Note from, and including, the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

*(b) Presentation of Principal and Interest*

Payments of principal and interest, if any, in respect of Notes represented by a Global Note will, subject as provided below, be made to the registered holders thereof at the office of the Fiscal and Paying Agent, or such other office or agency of the Issuer maintained by it for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States as at the time of payment is legal tender for the payment of public and private debts; provided, however, that payment of the principal of and any premium and interest on such Global Notes due at Maturity will be made to the registered holders thereof in immediately available funds at such office or such other offices or agencies if such Notes are presented to the Fiscal and Paying Agent or any other Paying Agent in time for the Fiscal and Paying Agent or such other Paying Agent to make such payments in accordance with its normal procedures; and, provided, further, that at the option of the Issuer, payment of interest, other than interest payable at Maturity, may be made by check mailed to the address of the person entitled thereto as such address shall appear in the security register unless that address is in the Issuer's country of incorporation or, if different, country of tax residence; and, provided, further, that notwithstanding the foregoing, a registered holder of US\$10,000,000 or more in aggregate principal amount of such Notes having the same Interest Payment Date will be entitled to receive payments of interest, other than interest due at Maturity, by wire transfer of immediately available funds to an account at a bank located in The City of New York (or other location consented to by the Issuer) if appropriate wire transfer instructions have been received by the Fiscal and Paying Agent or any other paying agent in writing not less than fifteen (15) calendar days prior to the applicable Interest Payment Date.

The holder of a Global Note held on behalf of DTC and its participants shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of DTC and its participants as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to DTC and its participants, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note. No person other than the holder of such Global Note shall have any claim against the Issuer in respect of any payments due on that Global Note.

*(c) Payment Date*

If the date for payment of any amount in respect of any Note is not a Payment Date, the holder thereof shall not be entitled to payment of the amount due until the next following Payment Date in the relevant place and shall not be entitled to any interest or other payment in respect of such delay.

For these purposes, '**Payment Date**' means

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) in the case of Notes in definitive form only, the relevant place of presentation;
  - (B) each Additional Financial Centre specified in the applicable Final Terms or Pricing Supplement; and
- (ii) any day which is a day, other than a Saturday or Sunday, on which commercial banks and foreign exchange markets settle payments in The City of New York.

*(d) Interpretation of Principal and Interest*

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Fiscal and Paying Agency Agreement;
- (ii) the Final Redemption Amount of the Notes;

- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s), if any, of the Notes;
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6(e)); and
- (vi) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 6 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Fiscal and Paying Agency Agreement.

## 6 Redemption and Purchase

### *(a) At Maturity*

Unless previously redeemed or purchased and cancelled as specified below, each nominal amount of Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount specified in the applicable Final Terms or Pricing Supplement on the Maturity Date specified in the applicable Final Terms or Pricing Supplement.

### *(b) Redemption for Tax Reasons*

The Notes of any Series may be redeemed at the option of the Issuer in whole, but not in part, at any time (in the case of a Note other than a Floating Rate Note) or only on an Interest Payment Date (in the case of a Floating Rate Note) on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement to the Fiscal and Paying Agent and, in accordance with Condition 13, the Noteholders, which notice shall specify the date fixed for redemption, at their Early Redemption Amount (as determined in accordance with paragraph (e) below), if:

- (i) it has or will or would, but for redemption, become obliged to pay additional amounts as provided or referred to in Condition 8 in respect of any of the Notes of such Series;
- (ii) the payment of interest in respect of any of the Notes of such Series would be a '**distribution**' or would otherwise not be deductible (in whole, or to a material extent) for United Kingdom tax purposes (or the deduction would be materially deferred); or
- (iii) in respect of the payment of interest in respect of any of the Notes of such Series, the Issuer would not to any material extent be entitled to have any attributable loss or non-trading deficit set against the profits of companies with which it is grouped for applicable United Kingdom tax purposes (whether under the group relief system current as at the date on which agreement is reached to issue the first Tranche of Notes of such Series or any similar system or systems having like effect as may from time to time exist);

in each such case, as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of Notes of that Series and the effect of which cannot be avoided by the Issuer taking reasonable steps available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts as referred to in paragraph (i) above, would be treated as making distributions or payments which are otherwise not deductible (or the deduction for which would be materially deferred) as referred to in paragraph (ii) above or would otherwise not be entitled to have the loss or non-trading deficit set against the profits as referred to in paragraph (iii) above, in each case, were a payment in respect of the Notes of that Series then due. Upon the expiration of such notice, the Issuer shall be bound to redeem such Notes at their Early Redemption Amount.

### *(c) Redemption at the Option of the Issuer*

If the Issuer is specified in the applicable Final Terms or Pricing Supplement as having an option to redeem the Notes of any Series, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement to the Fiscal and



Paying Agent and the Noteholders of that Series in accordance with Condition 13 (which notice shall specify the date fixed for redemption), redeem all, or, if so specified in the Final Terms or Pricing Supplement, some only, of the Notes of such Series then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Final Terms or Pricing Supplement together, if appropriate, with interest accrued to, but excluding, the relevant Optional Redemption Date(s). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not greater than the Maximum Redemption Amount, both as indicated in the applicable Final Terms or Pricing Supplement. In the case of a partial redemption of Notes of any Series, the Notes to be redeemed (**'Redeemed Notes'**) will be selected individually by lot at such place and in such manner as the Issuer may approve and deem fair and reasonable, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of the DTC, in the case of Redeemed Notes represented by a Global Note, not more than 60 days or such other period specified in the applicable Final Terms or Pricing Supplement prior to the date fixed for redemption (such date of selection being hereinafter called the **'Selection Date'**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will, unless otherwise specified in the applicable Final Terms or Pricing Supplement, be published in accordance with Condition 13 not less than the minimum period and not more than the maximum period specified in the applicable Final Terms or Pricing Supplement prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall, unless otherwise specified in the applicable Final Terms or Pricing Supplement, be given by the Issuer to the Noteholders of the relevant Series in accordance with Condition 13 at least 10 days or such other period specified in the applicable Final Terms or Pricing Supplement prior to the Selection Date.

*(d) Redemption at the Option of the Noteholders*

If the Noteholders of any Series are specified in the applicable Final Terms or Pricing Supplement as having an option to redeem, upon the holder of any Note of such Series giving to the Issuer in accordance with Condition 13 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms or Pricing Supplement, the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms or Pricing Supplement, in whole, but not in part, such Note on the Optional Redemption Date (which Optional Redemption Date shall, in the case of a Floating Rate Note be an Interest Payment Date) and at the Optional Redemption Amount specified in the applicable Final Terms or Pricing Supplement together, if appropriate, with interest accrued to, but excluding, the Optional Redemption Date.

If the Note is in definitive form, to exercise the right to require redemption of the Note the holder of the Note must deliver such Note at the specified office of any Paying Agent on any Business Day at any time during normal business hours of such Paying Agent falling within the notice period, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition 6(e). If the Note is represented by a Global Note and held through DTC, to exercise the right to require redemption of such Note the holder of the Note must, within the notice period specified in the applicable Final Terms or Pricing Supplement, give notice to the Paying Agent of such exercise in accordance with the standard procedures of DTC, which may include notice being given on such Noteholders' instruction by DTC to the Paying Agent by electronic means, in a form acceptable to DTC from time to time.

*(e) Early Redemption Amounts*

For the purpose of paragraph (b) above and Condition 10, the Notes of any Series will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in the applicable Final Terms or Pricing Supplement or, if no such amount is so specified in the applicable Final Terms or Pricing Supplement, at their nominal amount; or
- (iii) in the case of Zero Coupon Notes, at an amount (the **'Amortised Face Amount'**) equal to the sum of:
  - (A) the Reference Price specified in the applicable Final Terms or Pricing Supplement; and

(B) the product of the Accrual Yield specified in the applicable Final Terms or Pricing Supplement (compounded annually) being applied to the Reference Price from, and including, the Issue Date to, but excluding, the date fixed for redemption or, as the case may be, the date upon which such Note becomes due and payable; or

(iv) if and to the extent not taken into account in paragraphs (i) to (iii) above, adding, if appropriate, interest accrued but unpaid to the date fixed for redemption.

*(f) Purchases*

Except as set forth in the applicable Final Terms or Pricing Supplement, the Issuer or any of its subsidiaries or affiliates may, at any time purchase beneficially or procure others to purchase beneficially for its account Notes of any Series in the open market, by tender, by private treaty or otherwise at any price in accordance with applicable laws and regulations. Notes purchased or otherwise acquired by the Issuer or any of its subsidiaries or affiliates may be held or resold or, at the discretion of the Issuer, surrendered to the Agent for cancellation.

*(g) Cancellation*

All Notes which are redeemed or purchased or otherwise acquired by the Issuer as aforesaid and surrendered to the Registrar for cancellation will forthwith be cancelled and thereafter may not be re-issued or resold. In addition, any Notes purchased on behalf of the Issuer or any of its subsidiaries or affiliates may be surrendered to the Registrar for cancellation and, if so cancelled, may not be re-issued or resold.

*(h) Late Payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c) and (d) above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13.

## **7 Agreement with Respect to the Exercise of UK Bail-in Power**

Notwithstanding any other agreements, arrangements, or understandings between the Issuer and any holder or beneficial owner of the Notes, by its acquisition of Notes, each holder and beneficial owner of the Notes acknowledges, accepts, agrees to be bound by and consents to the exercise of any UK bail-in power by the relevant UK authority which may result in (i) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, the Notes; (ii) the conversion of all, or a portion, of the principal amount of, or interest on, the Notes into ordinary shares or other securities or other obligations of the Issuer or another person; and/or (iii) the amendment or alteration of the Maturity Date applicable to such Notes, or amendment of the amount of interest due on the Notes, or the Interest Payment Dates applicable to any such Notes, including by suspending payment for a temporary period; in which UK bail-in power may be exercised by means of variation of the terms of the Notes solely to give effect to the exercise by the relevant UK authority of such UK bail-in power. Each holder and beneficial owner of the Notes further acknowledges and agrees that the rights of the holders and/or beneficial owners under the Notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any UK bail-in power by the relevant UK authority.

A ‘**UK bail-in power**’ means any write-down, conversion, transfer, modification or suspension power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of the NWM Group, including but not limited to any such laws, regulations, rules or requirements which are implemented, adopted or enacted within the context of, or in relation to, a European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms (whether or not the UK is a Member State of the European Union) and/or within the context of a UK resolution regime under the Banking Act 2009, as the same has been or may be amended from time to time

(whether pursuant to the UK Financial Services (Banking Reform) Act 2013, secondary legislation or otherwise, pursuant to which any obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, modified, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (or suspended for a temporary period) or pursuant to which any right in a contract governing such obligations may be deemed to have been exercised.

The ‘**relevant UK authority**’ means any authority with the ability to exercise a UK bail-in power.

No repayment of the principal amount of the Notes or payment of interest on the Notes shall become due and payable after the exercise of any UK bail-in power by the relevant UK authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations of the United Kingdom and the European Union applicable to the Issuer and the NWM Group.

If the Issuer or a Noteholder elects to redeem the Notes but prior to the payment of any redemption amount with respect to such redemption the relevant UK authority exercises its UK bail-in power with respect to the Notes, the relevant redemption notices shall be automatically rescinded and shall be of no force and effect, and no payment of the redemption amount will be due and payable.

The exercise of any UK bail-in power by the relevant UK authority, or any consequence thereof, shall not constitute a default or Event of Default under the terms of the Notes or the Fiscal and Paying Agency Agreement.

In addition, by its acquisition of Notes, each holder (including each beneficial holder) of the Notes:

- (i) waives any and all claims against the Fiscal and Paying Agent for, agrees not to initiate a suit against the Agent in respect of, and agrees that the Fiscal and Paying Agent shall not be liable for, any action that the Fiscal and Paying Agent takes, or abstains from taking, in either case in accordance with the exercise of the UK bail-in power by the relevant UK authority with respect to the Notes; and
- (ii) agrees that, upon the exercise of any UK bail-in power by the relevant UK authority with respect to the Notes, the Fiscal and Paying Agency Agreement shall impose no duties upon the Fiscal and Paying Agent whatsoever with respect to the exercise of any UK bail-in power by the relevant UK authority. Notwithstanding the foregoing, if, following the completion of the exercise of the UK bail-in power by the relevant UK authority in respect of the Notes, the Notes remain outstanding (for example, if the exercise of the UK bail-in power results in only a partial write-down of the principal of such Notes), then the Fiscal and Paying Agent’s duties under the Fiscal and Paying Agency Agreement shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Fiscal and Paying Agency shall agree by supplement or amendment to the Fiscal and Paying Agency Agreement.

Upon the exercise of the UK bail-in power by the relevant UK authority with respect to the Notes, the Issuer shall provide a written notice to DTC as soon as practicable regarding such exercise of the UK bail-in power for purposes of notifying Noteholders of such occurrence. The Issuer shall also deliver a copy of such notice to the Fiscal and Paying Agent for information purposes.

Holders of the Notes that acquire the Notes in the secondary market shall be deemed to acknowledge, agree to be bound by and consent to the same provisions specified herein to the same extent as the holders and beneficial owners of the Notes that acquire the Notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the Notes related to the UK bail-in power.

## **8 Taxation**

All payments of principal and/or interest under the Notes by or on behalf of the Issuer shall, except as may be provided in the applicable Final Terms or Pricing Supplement, be made without withholding or deduction for, or on account of, any present or future tax, duty, assessment or governmental charge of whatsoever nature imposed, levied, collected, withheld or assessed by or on behalf of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax (‘**UK Taxing Jurisdiction**’), unless such withholding or deduction is required by law. In that event, except as may be provided in the applicable Final Terms or Pricing Supplement, the Issuer shall pay such additional amounts as will result, after such withholding or deduction, in receipt by the holders of the Notes of the sums which would have been receivable (in the

absence of such withholding or deduction) by them in respect of their Notes; except that no such additional amounts shall be payable with respect to any Note:

- (a) held by or on behalf of any holder or beneficial owner who is liable to such tax, duty, assessment or charge in respect of such Note by reason of his having some connection with the UK Taxing Jurisdiction other than the mere holding of such Note; and/or
- (b) presented for payment in the United Kingdom; and/or
- (c) in circumstances where such withholding or deduction would not be required if the holder or beneficial owner or any person acting on his behalf had obtained and/or presented any form or certificate or had made a declaration of non-residence or similar claim for exemption upon the presentation or making of which the holder or beneficial owner would have been able to avoid such withholding or deduction; and/or
- (d) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment at the expiry of such period of 30 days.

Any amounts to be paid on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the US Internal Revenue Code (the ‘Code’), as amended, any current or future official interpretations thereof or regulations with respect to such Sections, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a ‘**FATCA Withholding Tax**’), and the Issuer will not be required to pay additional amounts on account of any FATCA Withholding Tax.

The ‘**Relevant Date**’ in respect of any payment means the date on which such payment first becomes due or, if the full amount of the moneys payable has not been duly received in London by the Agent on or prior to such due date, the date on which, the full amount of such moneys having been so received, notice to that effect is given to the Noteholders in accordance with Condition 13.

## **9 Prescription**

Under The State of New York’s statute of limitations, any legal action upon the Notes in respect of principal and/or interest must be commenced within a period of six years after the payment thereof is due.

## **10 Events of Default**

Except as otherwise specified in the applicable Final Terms or Pricing Supplement, if any of the following events (‘**Events of Default**’) occurs and is continuing, then the holder or holders of at least 25 per cent. in aggregate principal amount of the Notes of a Series then outstanding may, by written notice to the Issuer at the specified office of the Fiscal and Paying Agent, effective upon receipt thereof by the Fiscal and Paying Agent, declare such Notes to be immediately due and payable, whereupon the Early Redemption Amount of such Notes together with accrued but unpaid interest to the date of payment shall become immediately due and payable unless, prior to the time the Fiscal and Paying Agent receives such notice from the Issuer, all Events of Default in respect of a Series of Notes shall have been cured:

- (a) if default is made for a period of one day or more in the payment of any principal or 30 days or more in the payment of any interest due in respect of the Notes of such Series or any of such Notes; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Notes of such Series relating thereto or the Fiscal and Paying Agency Agreement as relevant to the Notes of such Series and, except in the case of a failure to observe a payment obligation under the terms thereof, such failure shall not have been cured within thirty (30) days thereafter; or
- (c) if an order is made or an effective resolution is passed for the Winding Up, dissolution or liquidation of the Issuer.

## **11 Replacement of Notes**

Should any Note, including any Global Note, be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the claimant of such costs and expenses as may

be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes must be surrendered before replacements will be issued. Cancellation and replacement of Notes shall be subject to compliance with such procedures as may be required under any applicable law and subject to any applicable stock exchange requirements.

## **12 Agent and Paying Agents**

The names of the initial Agent and the other initial Paying Agents and their initial specified offices are set out below.

The Issuer is entitled at any time to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) so long as any Notes are listed on any stock exchange or admitted to listing by any other relevant listing authority, there will at all times be a Paying Agent with a specified office in any such place as may be required by the rules and regulations of the relevant stock exchange or relevant listing authority;
- (b) there will at all times be a Paying Agent with a specified office in a city in a jurisdiction within the United States; and
- (c) there will at all times be an Agent.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 13.

If for any reason the Calculation Agent defaults in its obligations with respect to determining such Rate(s) of Interest and/or Interest Amounts, the Issuer may forthwith (without requiring the consent of the Fiscal and Paying Agent or Noteholders) terminate the appointment of, and replace, the Calculation Agent solely for the purposes of such determinations, in which event notice thereof shall be given to the Fiscal and Paying Agent and the Noteholders in accordance with Condition 13 as soon as practicable thereafter.

In acting under the Agency Agreement, the Fiscal and Paying Agent and the other Paying Agents will act solely as agents of the Issuer and, in certain circumstances specified therein, of the Fiscal and Paying Agent, and do not assume any obligations or relationships of agency or trust to or with the Noteholders. The Agency Agreement contains provisions for the indemnification of the Paying Agents and for relief from responsibility in certain circumstances, which provisions shall survive the exercise of the UK bail-in power by the relevant UK authority with respect to the Notes to the extent permitted by law, and entitles any of them to enter into business transactions with the Issuer without being liable to account to the Noteholders for any resulting profit.

## **13 Notices**

- (a) All notices regarding the Notes will be deemed to be validly given if sent by mail to the holders of the Notes at their addresses recorded in the security register.
- (b) Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety by or on behalf of DTC, be substituted for such notice by mail the delivery of the relevant notice to DTC for communication by it to the holders of the Notes, in accordance with DTC's applicable procedures. If the giving of notice as provided above is not practicable, notice will be given in such other manner, and will be deemed to have been given on such date, as the Issuer shall approve.
- (c) The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading, including publication on the website of the relevant stock exchange or relevant authority if required by those rules.
- (d) Neither the failure to give any notice to a particular holder, nor any defect in a notice given to a particular holder, will affect the sufficiency of any notice given to another holder.
- (e) Notices to be given by any holder of any Notes shall be in writing and given by delivering the same, together with the relevant Note or Notes, to the Fiscal and Paying Agent. While any Notes are

represented by a Global Note, such notice may be given by a holder of any of the Notes so represented to the Fiscal and Paying Agent via DTC in such manner as the Fiscal and Paying Agent and DTC may approve for this purpose or in the manner specified in the Fiscal and Paying Agency Agreement.

#### **14 Meetings of Noteholders, Modification and Waiver**

- (a) With respect to each Series of Notes, the Issuer may, without the consent of the holders or the Agent, make certain modifications and amendments to the provisions of the Notes of such Series, including, but not limited to, modifications or amendments for any of the following purposes:
- a. to evidence the succession of another corporation to the Issuer and the assumption by any such successor of the covenants of the Issuer in the Fiscal and Paying Agency Agreement and in the Notes;
  - b. to add to the covenants of the Issuer for the benefit of the holders of all or any Series of Notes (and, if such covenants are to be for the benefit of less than all Series of Notes, stating that such covenants are expressly being included solely for the benefit of such Series) or to surrender any right or power herein conferred upon the Issuer;
  - c. to add any additional Events of Default;
  - d. to add to, change or eliminate any of the provisions of the Fiscal and Paying Agency Agreement, provided that any such change or elimination shall become effective only when there is no outstanding Note of any Series created prior to the execution of such document effecting such change or elimination which is entitled to the benefit of such provision, and adversely affected by such addition, change or elimination;
  - e. to secure the Notes;
  - f. to establish the form or terms of Exempt Notes of any Series as permitted by a Pricing Supplement;
  - g. to change any place of payment of principal or interest on such Notes;
  - h. to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein or in any Pricing Supplement;
  - i. to make any other provisions with respect to matters or questions arising under the Notes or the Fiscal and Paying Agency Agreement, provided such action shall not adversely affect the interests of the holders of Notes of any Series in any material respect as determined by the Issuer in good faith;
  - j. to evidence and provide for the acceptance of appointment hereunder by a successor Paying Agent with respect to the Notes of one or more Series; or
  - k. to amend any Note to conform to the description of the terms of such Note in the prospectus, Final Terms or Pricing Supplement, pricing supplement or any other similar offering document related to the offering of such Note.
- (b) With respect to each Series of Notes, the Issuer may, with the consent of the holder or holders of not less than a majority in aggregate principal amount of the then-outstanding Notes of such Series that would be affected by such amendment, modify and amend the provisions of such Notes, including to grant waivers of future compliance or past default by the Issuer, and if so required, the Issuer will instruct the relevant Agent to give effect to any such amendment, as the case may be, at the sole expense of the Issuer. However, the Issuer may not make any modification or amendment without the consent of the holder of each Note that would be affected thereby that would:
- a. change the Maturity Date or Interest Payment Dates applicable to any such Notes, except as a result of any modification contemplated in Condition 4(e);
  - b. reduce the principal amount of, the interest rates of, or any premium payable upon the redemption of, any such Notes, except as a result of any modification contemplated in Condition 4(e);

- c. change the Issuer's, or any successor's, obligation to pay Additional Amounts, except as a result of any modification contemplated in Condition 4(e);
  - d. change the currency or interest on such Notes;
  - e. impair the contractual right to institute suit for the enforcement of any payment due and payable in respect of such Notes;
  - f. reduce the percentage in aggregate principal amount of outstanding Notes of a Series necessary to modify or amend the provisions of such Series or to waive compliance with certain provisions of the Notes or any Event of Default (as such terms are defined below and described in the applicable Final Terms or Pricing Supplement);
  - g. modify the ranking or priority provisions of the Notes or the terms of the Issuer's obligations in respect of the due and punctual payment of the amounts due and payable on the Notes in a manner adverse to the holders; or
  - h. modify the above requirements.
- (c) The Issuer may also agree to amend any provision of any Series of Notes of the Issuer with the holder thereof, but that amendment will not affect the rights of the other Noteholders or the obligations of the Issuer with respect to the other Noteholders.
- (d) The Issuer may at any time ask for written consent or call a meeting of the Noteholders of a Series to seek their approval of the modification of or amendment to, or obtain a waiver of, any provision of a Series of Notes. Any meeting will be held at the time and place determined by the Issuer and specified in a notice of such meeting furnished to the Noteholders. This notice must be given at least fifteen (15) days and not more than sixty (60) days prior to the meeting. There shall be no minimum or maximum notice period required in respect of a request by the Issuer for the written consent of the Noteholders. There shall be no quorum requirement in respect of any meeting of the Noteholders convened by the Issuer.

## **15 Further Issues**

The Issuer may from time to time without the consent of the Noteholders of the relevant Series create and issue further notes having terms and conditions the same as the Notes of any Series (other than the Issue Date, Interest Commencement Date and Issue Price), and so that the same shall be consolidated and form a single Series with, the outstanding Notes of a particular Series; provided, however, that if Notes of a further issue have the same CUSIP, ISIN and/or Common Code as the Notes of an original issue, such additional Notes must be fungible with the outstanding Notes of the relevant series for US federal income tax purposes.

## **16 Calculation Agent Determination**

All discretions exercised and calculations and determinations made in respect of the Notes by the Calculation Agent shall be made in good faith and shall, except in the case of gross negligence or wilful default, be final, conclusive and binding on the Issuer, the Agents, any other Paying Agent, and the Noteholders.

## **17 Governing Law, Service of Process and Submission to Jurisdiction**

The Notes and the Fiscal and Paying Agency Agreement will be governed by and construed in accordance with the laws of the State of New York; provided, however, that Condition 3 will be governed by and construed in accordance with the laws of Scotland.

The Issuer has irrevocably designated CT Corporation, with offices currently at 28 Liberty St., New York, NY 10005, United States, as its authorised agent for service of process in any legal action or proceeding arising out of or relating to the Notes brought in any federal or state court in The City of New York and the Issuer irrevocably submits to the non-exclusive jurisdiction of those courts.

## FORM OF FINAL TERMS

*Set out below is the form of Final Terms which will be completed for Tranches of Notes issued under the Programme. For the avoidance of doubt, the Form of Final Terms will not be used for Exempt Notes issued under the Programme which will be issued pursuant to a separate Pricing Supplement as described in this Base Prospectus under 'Form of Pricing Supplement.'*

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

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

[Amounts payable under the Notes will be calculated by reference to [*specify benchmark* (as this term is defined in the Benchmarks Regulation)] which is provided by [*legal name of the benchmark administrator*]. As at the date of these Final Terms, [*legal name of the benchmark administrator*] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 (the 'Benchmarks Regulation').

[As far as the Issuer is aware, [*specify benchmark* (as this term is defined in the Benchmarks Regulation)] [does not fall within the scope of the Benchmarks Regulation/the transitional provisions in Article 51 of the Benchmarks Regulation apply] such that [*legal name of the benchmark administrator*] is not currently required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence).]

[Date]

**NATWEST MARKETS PLC**

**US\$ 10,000,000,000**

**US Medium-Term Note Programme**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

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## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purpose of the Terms and Conditions of the Notes (the 'Conditions') set forth in the Base Prospectus dated [ ] [and the Prospectus Supplement No. [ ] dated [ ]] which [together] constitute[s] a base prospectus (the 'Base Prospectus') for the purposes of Regulation (EU) 2017/1129, as amended or superseded (the 'Prospectus Regulation'). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Current Base



Prospectus (as defined below). The Current Base Prospectus is available for viewing at [www.londonstockexchange.com/exchange/news/market-news/market-news-home.html](http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html) and copies may be obtained from NatWest Markets Plc, 36 St Andrew Square, Edinburgh EH2 2YB.

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

*[When completing any Final Terms, consideration should be given as to whether any information required to complete the Final Terms constitutes 'significant new factors' and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.]*

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [original date] [together with any supplements which amend the Conditions], which are incorporated in the Base Prospectus dated [current date] [and the Prospectus Supplement No. [ ] dated [ ]], which [together] constitute[s] a base prospectus (the '**Current Base Prospectus**') for the purposes of Regulation (EU) 2017/1129, as amended or superseded (the '**Prospectus Regulation**'). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Current Base Prospectus, including the Conditions which are incorporated by reference in the Current Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Current Base Prospectus. The Current Base Prospectus and Final Terms are available for viewing at [www.londonstockexchange.com/exchange/news/market-news/market-news-home.html](http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html) and copies may be obtained from NatWest Markets Plc, 36 St Andrew Square, Edinburgh EH2 2YB.]

1. Issuer: NatWest Markets Plc
  2. (i) Series Number: [ ]
  - (ii) Tranche Number: [ ]
  - (iii) Date on which the Notes will be consolidated and form a single Series: [Not Applicable]/[The Notes will be consolidated and form a single Series with [identify earlier Tranche(s)] on the Issue Date.]
  3. (i) Specified Currency or Currencies: [US dollars/identify other Specified Currency]
  - (ii) Indicate Payment in US dollars or Specified Currency: [ ]
  4. Aggregate Nominal Amount: [ ]
  - [(i) Series: [ ]]
  - [(ii) Tranche: [ ]]
  5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus [amount] accrued interest from [insert date]]
  6. (i) Specified Denomination(s): [\$200,000]
- (No Notes may be issued which have a minimum denomination of less than \$200,000 and integral multiples of \$1,000 thereof (or, in the case of Notes not denominated in US dollars, equivalent units of such Specified Currency).*
- (ii) Calculation Amount: [ ]

*(If only one Specified Denomination, insert the Specified Denomination.*

*If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*

7. (i) Issue Date: [ ]  
(ii) Interest Commencement Date: [ ]
8. Maturity Date: [ ]
9. Form of Notes: Registered ([Regulation S]/[Rule 144A] Global Note(s))
10. Interest Basis: [[ ] per cent. Fixed Rate]  
  
[Reset Notes]  
  
[[Compounded Daily SOFR]/[Weighted Average SOFR]/[[ ]-month US dollar LIBOR] +/- [ ] per cent. Floating Rate]  
  
[Zero Coupon]
11. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their Aggregate Nominal Amount]
12. Change of Interest Basis or Redemption/Payment Basis: [ ] [Not Applicable]
13. Call/Put Options: [Call Option/Put Option/Not Applicable]

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

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]  
  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [ ] per cent. per annum in arrear [on each Interest Payment Date]
- (ii) Interest Payment Dates(s): [ ] [and [ ]] in each year up to and including the Maturity Date [subject to adjustment in accordance with paragraph 14(vii)]
- (iii) Fixed Interest Amount(s): [ ] per Calculation Amount
- (iv) Broken Amount(s): [Not Applicable/[ ] per Calculation Amount payable on [ ]]  
  
*(Insert particulars of any initial or final broken amounts of interest that do not correspond with the fixed interest amount)*
- (v) Day Count Fraction: [ ]

(vii) Business Day Convention:	[Modified Following Business Day Convention] [[unadjusted]/[adjusted]]/Not Applicable]
<b>15. Reset Note Provisions</b>	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Initial Rate of Interest:	[ ] per cent. per annum in arrear [on each Interest Payment Date]
(ii) First Margin:	[+/-][ ] per cent. per annum
(iii) Subsequent Margin:	[[+/-][ ] per cent. per annum] [Not Applicable]
(iv) Interest Payment Date(s):	[ ] [and [ ]] in each year up to and including the Maturity Date [[in each case,] subject to adjustment in accordance with paragraph 15(xiv)]
(v) Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount][Not Applicable]
(vi) Broken Amount(s):	[Not Applicable/[ ] per Calculation Amount payable on [ ]]
	<i>(Insert particulars of any initial or final broken amounts of interest that do not correspond with the fixed interest amount)</i>
(vii) First Reset Date:	[ ] [subject to adjustment in accordance with paragraph 15(xiv)]
(viii) Subsequent Reset Date(s):	[ ] [and [ ]] [subject to adjustment in accordance with paragraph 15(xiv)]
(ix) Relevant Screen Page:	[ ]
(x) Reference Rate	[Compounded Daily SOFR]/[Weighted Average SOFR]/[ ]-month US dollar LIBOR]
(xi) Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate]
(xii) Mid-Swap Maturity:	[ ]
(xiii) Day Count Fraction:	[ ]
(xiv) Determination Dates:	[ ] in each year
(xv) Business Day Convention:	[Modified Following Business Day Convention [[unadjusted]/[adjusted]]/Not Applicable]
(xvi) Calculation Agent (if not NatWest Markets Plc):	[ ]/[Not Applicable]
(xvii) Original Mid-Swap Rate Basis:	[Annual/Semi-annual/Quarterly/Monthly]
(xviii) Initial Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xix) [Initial Mid-Swap Rate:	[ ] per cent.]

(xx)	Reset Period Maturity Initial Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xxi)	[Reset Period Maturity Initial Mid-Swap Rate:	[     ] per cent.]
(xxii)	Last Observable Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xxiii)	Subsequent Reset Rate Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xxiv)	Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
16.	<b>Floating Rate Note Provisions</b>	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Interest Period(s)/Specified Interest Payment Dates:	[     ]/[Not Applicable]
(ii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
(iii)	Calculation Agent (if not NatWest Markets Plc):	[     ]/[Not Applicable]
(iv)	Manner in which the Rate[s] of Interest is/are to be determined:	[Screen Rate Determination/ ISDA Determination]
(v)	Screen Rate Determination:	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	– Reference Rate:	[Compounded Daily SOFR]/[Weighted Average SOFR]/[     ]-month US dollar LIBOR]
	– Interest Determination Date(s):	[     ] / [     ] United States Government Securities Business Days prior to each Interest Period Date <i>(include where the Reference Rate is SOFR and the Observation Method is Look-back, Observation Period Shift or Lock-out)</i>
	– Relevant Screen Page	[     ]
	– Observation Method:	[Look-back/Observation Period Shift/Lock-out]
	– Shift/Look-back Period:	[     ] United States Government Securities Business Days prior to each Interest Payment Date /[Not Applicable]
		<i>(Insert where the Reference Rate is SOFR and when the Observation Method is Look-back or Observation Period Shift)</i>
(vi)	ISDA Determination:	[Applicable/Not Applicable]

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

- Floating Rate Option: [    ]
  - Designated Maturity: [    ]
  - Reset Date: [    ]
  - (vii) Linear Interpolation: [Applicable/Not Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
  - (viii) Margin(s): [+/-] [    ] per cent. per annum
  - (ix) Minimum Rate of Interest: [Not Applicable/[    ] per cent. per annum]
  - (x) Maximum Rate of Interest: [Not Applicable/[    ] per cent. per annum]
  - (xi) Day Count Fraction: [    ]
17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Accrual Yield: [    ] per cent. per annum
  - (ii) Reference Price: [    ]

#### **PROVISIONS RELATING TO REDEMPTION**

18. **Notice periods for Condition [6b]** Minimum period: [    ] days  
Maximum period: [    ] days
19. **Redemption at the Option of the Issuer** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [    ]
  - (ii) Optional Redemption Amount(s): [    ] per Calculation Amount
  - (iii) Redeemable in part: [Applicable/Not Applicable]
- (If not applicable, delete the remainder of this subparagraph)*
- Minimum Redemption Amount: [    ]
  - Maximum Redemption Amount: [    ]
- (iv) Notice periods: Minimum period: [    ] days  
Maximum period: [    ] days
  - (v) Selection Date: [60 days prior to the date fixed for redemption]/[●] days prior to the date fixed for redemption]

- (vi) Publication of list of serial numbers for Notes in definitive form: [Minimum Period: [ ] days  
Maximum Period: [ ] days]/[Not Applicable]
  - (vii) Notification period in relation to exchange of global Note: [Not Applicable] / [[ ] days prior to the Selection Date / 10 days prior to the Selection Date]
20. **Redemption at the Option of the Noteholders** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
  - (ii) Optional Redemption Amount(s): [ ] per Calculation Amount
  - (iii) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days
21. **Final Redemption Amount** [ ] per Calculation Amount
22. (i) **Early Redemption Amount**
- Early Redemption Amount payable on redemption for taxation reasons: [As set out in the Conditions/[ ] per Calculation Amount]
- (ii) **Early Termination Amount**
- Early Termination Amount payable on Event of Default: [As set out in the Conditions/[ ] per Calculation Amount]

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

Signed on behalf of the Issuer:

By: .....	By: .....
<i>Duly authorised</i>	<i>Duly authorised</i>

CC: [ ] as Fiscal Agent

## PART B – OTHER INFORMATION

### 1. Listing and Admission to Trading

(i) Listing: [The Official List of the Financial Conduct Authority/None]

(ii) Admission to trading: [Application [has been][will be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market with effect on or about [ ]/Not Applicable.]

*(Where documenting a fungible issue, indicate that original securities are already admitted to trading.)*

(iii) Estimate of total expenses related to admission to trading: [[ ]/[Not Applicable]]

### 2. Rating

[Not Applicable/The Notes to be issued [[have been]/[are expected to be]] rated [ ] by [insert the legal name of the relevant credit rating agency entity(ies)]: [ ]

[There is no guarantee that [any of] the above rating[s] will be maintained following the date of these Final Terms. Up-to-date information should always be sought by direct reference to the relevant rating agency.]

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

Each of [relevant rating agencies] is established in the European Union and is registered under Regulation (EC) No. 1060/2009, as amended.

### 3. Interests of Natural and Legal Persons involved in the [Issue/Offer]

*(Include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:)*

[Save as discussed in the 'Plan of Distribution' section of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.] [ ]

### 4. Estimated Net Proceeds

[Estimated net proceeds: [ ]]

### 5. Fixed Rate Notes only – Yield

Indication of yield: [ ]

[As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

### 6. Operational Information

ISIN Code: [ ]

CUSIP: [ ]

Common Code: [ ]

Any clearing system(s) other than DTC and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

[Original issue discount:

(i) Total amount of OID: [ ]

(ii) Yield to maturity: [ ]

(iii) Interest accrual period: [ ]]

Delivery: Delivery [against/free of] payment

[Names and addresses of additional Paying Agent(s) (if any): [ ]]

**7. Distribution**

Method of Distribution: [Syndicated/Non-syndicated]

If syndicated, names of Dealers: [*Name(s)*]

Stabilising Manager (if any): [Not Applicable/give name]

If Non-syndicated, name of relevant Dealer: [*Name*]

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



## FORM OF PRICING SUPPLEMENT

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

**Pricing Supplement dated [date]**

**NATWEST MARKETS PLC**

**US\$ 10,000,000,000**

**US Medium-Term Note Programme**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC, AS AMENDED, FOR THE ISSUE OF THE NOTES DESCRIBED BELOW AND THE FINANCIAL CONDUCT AUTHORITY HAS NEITHER APPROVED NOR REVIEWED INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.**

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

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

[*other legends to be included if applicable in respect of an issuance of Notes*]

[Date]

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purpose of the Terms and Conditions of the Notes (the ‘**Conditions**’) set forth in the Base Prospectus dated [ ] [and the Prospectus Supplement No. [ ] dated [•]] which [together] constitute[s] a base prospectus (the ‘**Base Prospectus**’). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Current Base Prospectus (as defined below). The Current Base Prospectus is available for viewing at [www.londonstockexchange.com/exchange/news/market-news/market-news-home.html](http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html) and copies may be obtained from NatWest Markets Plc, 36 St Andrew Square, Edinburgh EH2 2YB.

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

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [original date] [together with any supplements which amend the Conditions], which are incorporated in the Base Prospectus dated [current date] [and the Prospectus Supplement No. [ ] dated [ ]], which [together] constitute[s] a base prospectus (the ‘**Current Base Prospectus**’). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Current Base Prospectus, including the Conditions which are incorporated by reference in the Current Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Current Base Prospectus. The Current Base Prospectus and Pricing Supplement are available for viewing at [www.londonstockexchange.com/exchange/news/market-news/market-news-home.html](http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html) and copies may be obtained from NatWest Markets Plc, 36 St Andrew Square, Edinburgh EH2 2YB.]

- |    |  |   |
|----|--|---|
| 1. | Issuer:  | NatWest Markets Plc   |
| 2. | (i) Series Number:   | [ ]   |
|    | (ii) Tranche Number:   | [ ]   |
|    | (iii) Date on which the Notes will be consolidated and form a single Series: | [Not Applicable]/[The Notes will be consolidated and form a single Series with [ <i>identify earlier Tranche(s)</i> ] on the Issue Date.] |
| 3. | (i) Specified Currency or Currencies:  | [US dollars/ <i>identify other Specified Currency</i> ]   |
|    | (ii) Indicate Payment in US dollars or Specified Currency:                   | [ ]   |
| 4. | Aggregate Nominal Amount:  | [ ]   |
|    | [(i) Series:   | [ ]]  |
|    | [(ii) Tranche:   | [ ]]  |
| 5. | Issue Price:   | [ ] per cent. of the Aggregate Nominal Amount [plus [ <i>amount</i> ] accrued interest from [ <i>insert date</i> ]]                       |
| 6. | (i) Specified Denomination(s):   | [\$200,000]   |

*(No Notes may be issued which have a minimum denomination of less than \$200,000 and integral multiples of \$1,000 thereof (or, in the case of Notes not denominated in US dollars, equivalent units of such Specified Currency).*

- (ii) Calculation Amount: [ ]
- (If only one Specified Denomination, insert the Specified Denomination.*
- If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. [(i) Issue Date: [ ]
- [(ii) Interest Commencement Date: [ ]
8. Maturity Date: [ ]
9. Form of Notes: Registered ([Regulation S]/[Rule 144A] Global Note(s))
10. Interest Basis: [[ ] per cent. Fixed Rate]
- [Reset Notes]
- [[Compounded Daily SOFR]/[Weighted Average SOFR]/[[ ]-month US dollar LIBOR]
- [Zero Coupon]
11. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their Aggregate Nominal Amount]
12. Change of Interest Basis or Redemption/Payment Basis: [ ] [Not Applicable]
13. Call/Put Options: [Call Option/Put Option/Not Applicable]

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

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [ ] per cent. per annum in arrear [on each Interest Payment Date]
- (ii) Interest Payment Dates(s): [ ] [and [ ]] in each year up to and including the Maturity Date [subject to adjustment in accordance with paragraph 14(vii)]
- (iii) Fixed Interest Amount(s): [ ] per Calculation Amount
- (iv) Broken Amount(s): [Not Applicable/[ ] per Calculation Amount payable on [ ]]
- (Insert particulars of any initial or final broken amounts of interest that do not correspond with the fixed interest amount)*
- (v) Day Count Fraction: [ ]

(vii) Business Day Convention:	[Modified Following Business Day Convention [[unadjusted]/[adjusted]]/Not Applicable] [ ]
<b>15. Reset Note Provisions</b>	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Initial Rate of Interest:	[ ] per cent. per annum in arrear [on each Interest Payment Date]
(ii) First Margin:	[+/-][ ] per cent. per annum
(iii) Subsequent Margin:	[[+/-][ ] per cent. per annum] [Not Applicable]
(iv) Interest Payment Date(s):	[ ] [and [ ]] in each year up to and including the Maturity Date [[in each case,] subject to adjustment in accordance with paragraph 15(xiv)]
(v) Fixed Coupon Amount up to (but excluding) the First Reset Date:	[[ ] per Calculation Amount][Not Applicable]
(vi) Broken Amount(s):	[Not Applicable/[ ] per Calculation Amount payable on [ ]]
	<i>(Insert particulars of any initial or final broken amounts of interest that do not correspond with the fixed interest amount)</i>
(vii) First Reset Date:	[ ] [subject to adjustment in accordance with paragraph 15(xiv)]
(viii) Subsequent Reset Date(s):	[ ] [and [ ]] [subject to adjustment in accordance with paragraph 15(xiv)]
(ix) Relevant Screen Page:	[ ]
(x) Reference Rate	[Compounded Daily SOFR]/[Weighted Average SOFR]/[[ ]-month US dollar LIBOR]
(xi) Mid-Swap Rate:	[Single Mid-Swap Rate/Mean Mid-Swap Rate]
(xii) Mid-Swap Maturity:	[ ]
(xiii) Day Count Fraction:	[ ]
(xiv) Determination Dates:	[ ] in each year
(xv) Business Day Convention:	[Modified Following Business Day Convention [[unadjusted]/[adjusted]]/Not Applicable] [ ]
(xvi) Calculation Agent (if not NatWest Markets Plc):	[ ]/[Not Applicable]
(xvii) Original Mid-Swap Rate Basis:	[Annual/Semi-annual/Quarterly/Monthly]
(xviii) Initial Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xix) [Initial Mid-Swap Rate:	[ ] per cent.]

(xx)	Reset Period Maturity Initial Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xxi)	[Reset Period Maturity Initial Mid-Swap Rate:	[     ] per cent.]
(xxii)	Last Observable Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xxiii)	Subsequent Reset Rate Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
(xxiv)	Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback:	[Applicable/Not Applicable]
16.	<b>Floating Rate Note Provisions</b>	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Interest Period(s)/Specified Interest Payment Dates:	[     ]/[Not Applicable]
(ii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
(iii)	Calculation Agent (if not NatWest Markets Plc):	[     ]/[Not Applicable]
(iv)	Manner in which the Rate[s] of Interest is/are to be determined:	[Screen Rate Determination/ ISDA Determination]
(v)	Screen Rate Determination:	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	– Reference Rate:	[[     ]-month US dollar LIBOR]
	– Interest Determination Date(s):	[     ]
	– Relevant Screen Page:	[   ]
	– Observation Method:	[Look-back/Observation Period Shift/Lock-out]
	– Shift/Look-back Period:	[   ] United States Government Securities Business Days prior to each Interest Payment Date /[Not Applicable]
		<i>(Insert where the Reference Rate is SOFR and when the Observation Method is Look-back or Observation Period Shift)</i>
(vi)	ISDA Determination:	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	– Floating Rate Option:	[     ]
	– Designated Maturity:	[     ]

- Reset Date: [     ]
- (vii) Linear Interpolation: [Applicable/Not Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (viii) Margin(s): [+/-] [     ] per cent. per annum
- (ix) Minimum Rate of Interest: [Not Applicable/[     ] per cent. per annum]
- (x) Maximum Rate of Interest: [Not Applicable/[     ] per cent. per annum]
- (xi) Day Count Fraction: [     ]
17. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Accrual Yield: [     ] per cent. per annum
- (ii) Reference Price: [     ]

#### PROVISIONS RELATING TO REDEMPTION

18. **Notice periods for Condition [6b]** Minimum period: [     ] days  
Maximum period: [     ] days
19. **Redemption at the Option of the Issuer** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [     ]
- (ii) Optional Redemption Amount(s): [     ] per Calculation Amount
- (iii) Redeemable in part: [Applicable/Not Applicable]
- (If not applicable, delete the remainder of this subparagraph)*
- Minimum Redemption Amount: [     ]
- Maximum Redemption Amount: [     ]
- (iv) Notice periods: Minimum period: [     ] days  
Maximum period: [     ] days
- (v) Selection Date: [60 days prior to the date fixed for redemption]/  
[     ] days prior to the date fixed for redemption]
- (vi) Publication of list of serial numbers for Notes in definitive form: [Minimum Period: [     ] days  
Maximum Period: [     ] days]/[Not Applicable]
- (vii) Notification period in relation to exchange of global Note: [Not Applicable] / [[     ] days prior to the Selection Date / 10 days prior to the Selection Date]

20. **Redemption at the Option of the Noteholders** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s): [ ] per Calculation Amount
- (iii) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days
21. **Final Redemption Amount** [ ] per Calculation Amount
22. (i) **Early Redemption Amount**  
Early Redemption Amount payable on redemption for taxation reasons: [As set out in the Conditions/[ ] per Calculation Amount]
- (ii) **Early Termination Amount**  
Early Termination Amount payable on Event of Default: [As set out in the Conditions/[ ] per Calculation Amount]

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

Signed on behalf of the Issuer:

By: .....  
*Duly authorised*

By: .....  
*Duly authorised*

CC: [ ] as Fiscal Agent

## PART B – OTHER INFORMATION

### 1. Listing and Admission to Trading

- (i) Listing: [ ]/[None]
- (ii) Admission to trading: [Application [has been][will be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant market] with effect on or about [ ]/Not Applicable.]
- (Where documenting a fungible issue, indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [[ ]/[Not Applicable]]

### 2. Rating

[Not Applicable/The Notes to be issued [[have been]/[are expected to be]] rated [ ] by [insert the legal name of the relevant credit rating agency entity(ies)]: [ ]

[There is no guarantee that [any of] the above rating[s] will be maintained following the date of this Pricing Supplement. Up-to-date information should always be sought by direct reference to the relevant rating agency.]

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

### 3. Interests of Natural and Legal Persons involved in the [Issue/Offer]

*(Include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:)*

[Save as discussed in the 'Plan of Distribution' section of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.] [ ]

### 4. Estimated Net Proceeds

[Estimated net proceeds: [ ]]

### 5. Fixed Rate Notes only – Yield

Indication of yield: [ ]

[As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

### 6. Operational Information

ISIN Code: [ ]

CUSIP: [ ]

Common Code: [ ]

Any clearing system(s) other than DTC and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]



[Original issue discount:

- (i) Total amount of OID: [    ]
- (ii) Yield to maturity: [    ]
- (iii) Interest accrual period: [    ]]

Delivery: Delivery [against][free of] payment

[Names and addresses of additional Paying Agent(s) (if any): [    ]]

**7. Distribution**

Method of Distribution: [Syndicated/Non-syndicated]

If syndicated, names of Dealers: [*Name(s)*]

Stabilising Manager (if any): [Not Applicable/*give name*]

If Non-syndicated, name of relevant Dealer: [*Name*]

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

## CLEARING AND SETTLEMENT

*The following description of the operations and procedures of DTC, Euroclear and Clearstream, Luxembourg is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them from time to time. The Issuer and the Dealers take no responsibility for these operations and procedures and urge investors to contact the system of their participants directly to discuss these matters.*

### General

The Issuer understands that DTC is a limited-purpose trust company organised under the laws of the State of New York, a member of the Federal Reserve System, a 'banking organisation' within the meaning of the New York Uniform Commercial Code and a 'clearing agency' registered pursuant to the provision of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organisations (collectively, the '**Participants**') and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in the accounts of its Participants. The Participants include securities brokers and dealers (including the Agents, banks, trust companies, clearing corporations and certain other organisations). Access to DTC's system is also available to other entities, such as banks, brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a Participant either directly or indirectly (collectively, the '**Indirect Participants**'). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participant or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participant and Indirect Participants.

DTC has also advised the Issuer that, pursuant to procedures established by it, (i) upon deposit of Global Notes, DTC will credit the accounts of Participants with portions of the principal amount of the Global Notes and (ii) ownership of such interest in the Global Notes will be shown on, and the transfer of ownership thereof will be affected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the Global Notes).

Investors in the Global Notes may hold their interest therein directly through DTC, if they are Participants in such system, or indirectly through organisations (including Euroclear and Clearstream, Luxembourg) which are Participants in such system. Euroclear and Clearstream, Luxembourg will hold interests in the Regulation S Global Note on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. All interests in a Global Note, including those held through Euroclear or Clearstream, Luxembourg, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream, Luxembourg may also be subject to the procedures and requirements of such systems. The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants and certain banks, the ability of a person having a beneficial interest in a Global Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate evidencing such interest.

Except as described below, owners of interests in the Global Notes registered in the name of DTC or its nominee will not be considered the registered owners or holders thereof under the Fiscal and Paying Agency Agreement for any purpose.

Payments in respect of the principal and interest (if any) on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the Fiscal and Paying Agency Agreement. Under the terms of the Fiscal and Paying Agency Agreement, the Issuer will treat the persons in whose names the Notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, neither the Issuer, the Fiscal Agent nor any agent of the Issuer or the Fiscal Agent has or will have any responsibility or liability for (i) any aspect of DTC's records or any Participants' or Indirect Participants' records relating to or payments made on account of beneficial ownership interests in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participants' or Indirect Participants' records relating to or payments made on account of beneficial ownership interests in the Global Notes or (ii) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants. The Issuer understands that DTC's current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the interest payment date, in amounts proportionate to their respective holdings in the principal amount of the beneficial interests in the

relevant security as shown on the records of DTC unless DTC has reason to believe it will not receive payment on such interest payment date. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC or the Issuer. Neither the Issuer nor the Paying Agents will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Notes, and the Issuer and the Paying Agents may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Except for trades involving only Euroclear and Clearstream, Luxembourg participants, interests in the Global Notes are expected to be eligible to trade in DTC's Same Day Funds Settlement System, and secondary market trading activity in such interests will, therefore, settle in immediately available funds, subject in all cases to the rules and procedures of DTC and its Participants. See '*—Same Day Settlement and Payment*' below.

Subject to the transfer restrictions set forth under '*Transfer and Transfer Restrictions*', transfers between Participants in DTC will be effected in accordance with DTC's procedures and will be settled in same day funds, and transfers between participants in Euroclear and Clearstream, Luxembourg will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the Notes described herein, cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream, Luxembourg participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, by its respective depository; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, Luxembourg, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, Luxembourg, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depository to take action to effect final settlements on its behalf by delivering or receiving interests in the relevant Global Note in DTC and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream, Luxembourg participants may not deliver instructions directly to the depositories for Euroclear or Clearstream, Luxembourg.

DTC has advised the Issuer that it will take any action permitted to be taken by a holder of Notes only at the direction of one or more Participants to whose account DTC has credited the interest in the Global Notes and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the Global Notes for Notes in definitive form and to distribute such Notes to its Participants (as described below).

Although DTC, Euroclear and Clearstream, Luxembourg have agreed to the foregoing procedures to facilitate transfers of interest in the Global Notes among Participants in DTC, Euroclear and Clearstream, Luxembourg, they are under no obligation to perform or to continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Issuer, the Fiscal and Paying Agent nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream, Luxembourg or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

#### **Exchange of Global Notes for Definitive Notes**

A Global Note is exchangeable for a definitive Note if (i) DTC notifies the Issuer that it is unwilling or unable to continue as depository for the Global Notes or has ceased to be a clearing agency registered under the Exchange Act and, in either case, the Issuer thereupon fails to appoint a successor depository within 90 days after the date of such notice or (ii) DTC ceases to be a clearing agency registered under the US Securities Exchange Act of 1934, as amended, and the Issuer does not appoint a successor within ninety (90) days or (iii) the Issuer is wound up and it fails to make a payment on the Notes when due or (iv) at any time the Issuer determines at its option and in its sole discretion that the Global Notes of a particular Series should be exchanged for definitive Notes of that Series in registered form. In all cases, the Issuer will issue definitive Notes in an amount equal to a holder's beneficial interest in the Notes. Definitive Notes will be issued only in the Specified Denomination and will be registered in the name of the person DTC specifies in a written instruction to the Registrar of the Notes.

### **Exchange of Definitive Notes for Global Notes**

Holders of definitive Notes may exchange such Notes for interests in a Global Note (if any) of the same Series at any time, subject to compliance with all applicable legal and regulatory restrictions and upon the terms and subject to the conditions set forth in the Fiscal and Paying Agency Agreement.

### **Exchange or Transfer of Definitive Notes**

Definitive Notes may be exchanged or transferred by a holder by presenting or surrendering such definitive Notes at the office of the Fiscal Agent with a written instruction of transfer in form satisfactory to the Fiscal Agent, duly executed by such holder or his attorney, duly authorised in writing. If the Notes being exchanged or transferred are Restricted Securities, such holder shall also provide a written certificate to the effect that such transfer will comply with the appropriate transfer restriction applicable to such Notes.

### **Exchange Among Regulation S Global Note and Rule 144A Global Note**

On or prior to a date that is 40 days after the issue date of such Note, interests in a Regulation S Global Note may be transferred to a person who wishes to hold an interest in a Rule 144A Global Note only upon receipt by the Fiscal Agent of a written certification from the transferor (in the form set out in the Fiscal and Paying Agency Agreement) to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB within the meaning of Rule 144A purchasing for its own account or for the account of a QIB, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States.

Interests in a Rule 144A Global Note may also be transferred to a person who wishes to hold an interest through a Regulation S Global Note, but only upon receipt by the Fiscal Agent of a written certification from the transferor to the effect that such transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or with Rule 144 (if available) under the Securities Act.

Any interest in either a Rule 144A Global Note or a Regulation S Global Note that is transferred to a person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to an interest in such other Global Note.

### **Same Day Settlement and Payment**

The Notes represented by the Global Notes will be eligible to trade in DTC's Same Day Funds Settlement System, and any permitted secondary market trading activity in such Notes will, therefore, be required by DTC to be settled in immediately available funds. The Issuer expects that secondary trading in any definitive Notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream, Luxembourg participant purchasing an interest in a Global Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream, Luxembourg participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream, Luxembourg) immediately following the settlement date of DTC. DTC has advised the Issuer that cash received in Euroclear or Clearstream, Luxembourg as a result of sales of interest in a Global Note by or through a Euroclear or Clearstream, Luxembourg participant to a Participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream, Luxembourg cash account only as of the business day for Euroclear or Clearstream, Luxembourg following DTC's settlement date.

## TRANSFER AND TRANSFER RESTRICTIONS

### General

The following procedures and restrictions with respect to the registration of any transfer of any Note shall apply:

- (i) The Fiscal Agent shall register the transfer of any Note, if the requested transfer (x) is to the Issuer, (y) such transfer is, in the case of Rule 144A Global Notes, at least one year (or such other period as shall constitute the required holding period pursuant to Rule 144 under the Securities Act) after the later of (i) the issue date of such Note (or any predecessor of such Note) and (ii) the sale of such Note (or any predecessor of such Note) by the Issuer or an Affiliate of the Issuer (computed in accordance with paragraph (d) of Rule 144 under the Securities Act) and the holder of such Note is not at the proposed date of such transfer and was not during the three months preceding such proposed date of transfer an Affiliate of the Issuer, or (z) such transfer is, in the case of Regulation S Global Notes, at least 40 days after the issue date of such Note (or any predecessor of such Note). No further documents, certifications or other evidence need be supplied in respect of any such transfer.
- (ii) The Fiscal Agent shall register the transfer of any Note if the holder of such Note has properly completed the Certificate of Transfer, or a transfer instrument substantially in the form of such Certificate of Transfer, and has delivered such Certificate to the Fiscal Agent.
- (iii) The Fiscal Agent shall register the transfer of a Note to or from DTC or any other institutional trading system designated by the Issuer in a written notice to the Fiscal Agent. In connection with any such transfer to DTC for deposit or for deposit in such other institutional trading system, no further documents, certifications or other evidence need be supplied to the Fiscal Agent in respect thereof. In connection with any such transfer out of such other institutional trading system, the Fiscal Agent shall receive such documents, certifications or other evidence from the transferor or transferee as are specified in such written notice.
- (iv) If so directed by the Issuer, the Fiscal Agent shall register the transfer of the Notes, from or through any dealer, placement agent or other person specified by the Issuer which has agreed in writing to offer, sell and effect transfers of Notes only: (i) to a prospective purchaser who such dealer, placement agent or other person has reasonable grounds to believe and does believe is a QIB; or (ii) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S. No further documents, certifications or other evidence need be supplied in respect of any such transfer.
- (v) With respect to any requested transfer of a Note not provided for in (i) through (iv) above, the Fiscal Agent shall not register such transfer except upon the order of the Issuer signed by or on behalf of the Issuer by an authorised officer or a duly appointed attorney-in-fact of the Issuer and then only pursuant to any additional procedures as the Issuer may establish and against surrender of such Note. Such additional procedures may include, without limitation, (x) delivery by the transferor or the proposed transferee of an opinion of counsel reasonably satisfactory to the Issuer to the effect that such transfer may be effected without registration under the Securities Act and (y) the delivery by the proposed transferee of representation letters in form and substance reasonably satisfactory to the Issuer to ensure compliance with the provisions of the Securities Act. It is understood that the issuance of such order by the Issuer shall be in the sole and absolute discretion of the Issuer.
- (vi) Upon receipt of the duly completed Note and any required instruments of transfer, transfer notices or other written statements or documents as described above, the Fiscal Agent shall cancel such Note and register the transfer and complete, authenticate and deliver in the name of the designated transferee or transferees, one or more new Notes of authorised denominations in the principal amount specified on such Note.
- (vii) The Fiscal Agent shall have no liability whatsoever to any party so long as it registers the transfer in accordance with the instructions described herein.

### Transfer Restrictions

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of such Notes.

The Notes have not been registered under the Securities Act or any state securities laws and, unless so registered, may not be offered or sold or otherwise transferred except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Notes offered hereby are being offered and sold in the United States only to QIBs in reliance on Rule 144A under the Securities Act and outside the United States to non-US persons in offshore transactions in reliance on Regulation S under the Securities Act.

On or prior to the 40th day after the Closing Date, a beneficial interest in a Regulation S Global Note may be transferred to a person who wishes to take delivery of such beneficial interest through a Rule 144A Global Note only upon receipt by the Fiscal Agent of a written certification (in the form set out in the schedule to the Fiscal and Paying Agency Agreement) from the transferor to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB within the meaning of Rule 144A, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. After such 40th day, such certification requirements will no longer apply to such transfers, but such transfers will continue to be subject to the transfer restrictions contained in the legend appearing on the face of such Note, as set out below.

A beneficial interest in a Rule 144A Global Note may also be transferred to a person who wishes to take delivery of such beneficial interest through a Regulation S Global Note only upon receipt by the Fiscal Agent of a written certification (in the form set out in the schedule to the Fiscal and Paying Agency Agreement) from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144A (if available) under the Securities Act.

Any beneficial interest in either a Rule 144A Global Note or a Regulation S Global Note that is transferred to a person who takes delivery in the form of a beneficial interest in the other Global Note will, upon transfer, cease to be a beneficial interest in such Global Note and become a beneficial interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to a beneficial interest in such other Global Note for so long as such person retains such an interest.

Each purchaser of the Notes who is in the United States or who is a US Person or purchasing for the account of a US Person will be deemed to have represented and agreed as follows (terms used herein that are defined in Rule 144A or Regulation S are used herein as defined therein):

- (i) It is purchasing the Notes for its own account or an account with respect to which it exercises sole investment discretion, and it and any such account is either (A) a QIB, and is aware that the sale to it is being made in reliance on Rule 144A or (B) a non-US person that is outside the United States (or a non-US person that is a dealer or other fiduciary as referred to above) in accordance with Rule 903 or 904 of Regulation S.
- (ii) The Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, and the Notes offered hereby have not been and will not be registered under the Securities Act and may not be reoffered, resold, pledged or otherwise transferred except in accordance with the legend set forth below.
- (iii) It understands and agrees that Notes initially offered in the United States to QIBs will be represented by a Rule 144A Global Note and that Notes offered outside the United States to non-US persons in offshore transactions in reliance on Regulation S will be represented by a Regulation S Global Note.
- (iv) It shall not resell or otherwise transfer any of such Notes except (A) to the Issuer or by, through or in a transaction approved by a Dealer, (B) within the United States to a QIB in a transaction complying with Rule 144A, (C) outside the United States to a non-US person in an offshore transaction complying with Rule 903 or 904 of Regulation S, (D) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (E) pursuant to an effective registration statement under the Securities Act.
- (v) It agrees that it will deliver to each person to whom it transfers the Notes notice of any restrictions on transfer of such Notes.
- (vi) All Rule 144A Global Notes and any definitive Notes issued in exchange therefor, if any, will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

**‘THIS LEGEND SHALL BE REMOVED SOLELY AT THE OPTION OF THE ISSUER.**

**THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE ‘US SECURITIES ACT’) OR ANY OTHER SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, AGREES FOR THE BENEFIT OF NATWEST MARKETS PLC (THE ‘ISSUER’) THAT THIS NOTE MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) TO THE ISSUER, (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE US SECURITIES ACT (‘RULE 144A’), TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) IN ACCORDANCE WITH RULE 144A, (3) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE US SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT PROVIDED BY RULE 144 UNDER THE US SECURITIES ACT (IF AVAILABLE), (5) PURSUANT TO ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE US SECURITIES ACT, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION. THE HOLDER HEREOF, BY PURCHASING THIS NOTE, REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER THAT IT WILL NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS REFERRED TO ABOVE.**

**BY ITS ACQUISITION AND HOLDING OF THIS NOTE OR ANY INTEREST HEREIN, THE PURCHASER AND HOLDER HEREOF AND EACH TRANSFEREE WILL BE DEEMED TO HAVE REPRESENTED AND AGREED AT THE TIME OF ITS PURCHASE AND THROUGHOUT THE PERIOD THAT IT HOLDS THIS NOTE OR INTEREST HEREIN, THAT (1) EITHER (A) IT IS NOT AND IS NOT ACTING ON BEHALF OF (AND WILL NOT BE AND WILL NOT BE ACTING ON BEHALF OF), DIRECTLY OR INDIRECTLY, AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”)) SUBJECT TO TITLE I OF ERISA, A PLAN OR OTHER ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT ARE SIMILAR TO THE PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”) OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE “PLAN ASSETS” BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN’S, PLAN’S OR ARRANGEMENT’S INVESTMENT IN THE ENTITY OR (B) THE ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR INTEREST HEREIN BY SUCH PURCHASER OR TRANSFEREE DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW.**

**PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH THE FOREGOING, THE ISSUER AND THE FISCAL AND PAYING AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS, OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE US SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT.’**

(vii) It acknowledges that the Fiscal Agent for the Notes will not be required to accept for registration of transfer any Notes acquired by it, except upon presentation of evidence satisfactory to the Issuer and the Fiscal Agent that the restrictions set forth herein have been complied with.

- (viii) It acknowledges that the Issuer, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of the Notes are no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
- (ix) It has received the information, if any, requested by it pursuant to Rule 144A, has had full opportunity to review such information and has received all additional information necessary to verify such information.



## PLAN OF DISTRIBUTION

The Notes are being offered on a continuous basis for sale by the Issuer to or through J.P. Morgan Securities LLC, NatWest Markets Securities Inc., Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC, RBC Capital Markets, LLC, SG Americas Securities, LLC, TD Securities (USA) LLC and Wells Fargo Securities, LLC, together with such other Dealers as may be appointed by the Issuer with respect to a particular Tranche of Notes, pursuant to a distribution agreement entered into on 22 March 2019 (as supplemented, amended and/or restated from time to time, the '**Distribution Agreement**'). One or more Dealers may purchase Notes, as principal or agent, from the Issuer from time to time for resale to investors and other purchasers at varying prices relating to prevailing market prices at the time of resale as determined by any Dealer, or, if so specified in the relevant Final Terms or Pricing Supplement, for resale at a fixed offering price. If the Issuer and a Dealer agree, a Dealer may also utilise its reasonable efforts on an agency basis to solicit offers to purchase the Notes.

Unless otherwise specified in the relevant Final Terms, any Notes sold to one or more Dealers as principal will be purchased by such Dealers at a price equal to 100.00 per cent. of the principal amount thereof less a percentage of the principal amount equal to a commission as agreed upon by the Issuer and the relevant Dealers. Notwithstanding this, a Dealer may sell Notes it has purchased from the Issuer as principal to certain dealers less a concession equal to all or any portion of the discount received in connection with such purchase. Such Dealer may allow, and such dealers may re-allow, a discount to certain other dealers. After the initial offering of Notes, the offering price (in the case of Notes to be resold at a fixed offering price), the concession and the reallowance may be changed.

The Issuer may withdraw, cancel or modify the offering contemplated hereby without notice and may reject offers to purchase Notes in whole or in part. Each Dealer shall have the right, in its discretion reasonably exercised, without notice to the Issuer, to reject in whole or in part any offer to purchase Notes received by it on an agency basis.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws, regulations and rules.

The Stabilising Manager(s) may purchase and sell Notes in the open market. These transactions may include short sales, stabilising transactions and purchases to cover positions created by short sales. Short sales involve the sale by the Stabilising Manager(s) of a greater number of Notes than they are required to purchase in the offering. Stabilising transactions consist of certain bids or purchases made for the purpose of preventing or retarding a decline in the market price of the Notes while the offering is in progress.

The Stabilising Manager(s) may also impose a penalty bid. This occurs when a particular Stabilising Manager repays to the Dealers a portion of the underwriting discount received by it because the Stabilising Manager or its affiliates have repurchased Notes sold by or for the account of such Stabilising Manager in stabilising or short-covering transactions.

Neither the Issuer nor any of the Dealers makes any representation or prediction as to the direction or magnitude of any effect that the transactions described in the immediately preceding paragraph may have on the price of Notes. In addition, neither the Issuer nor the Dealers makes any representation that the Dealers will engage in any such transactions or that such transactions, once commenced, will not be discontinued without notice.

The Issuer has agreed to indemnify the Dealers against certain liabilities (including liabilities under the Securities Act) or to contribute to payments the Dealers may be required to make in respect thereof. The Issuer has also agreed to reimburse the Dealers for certain other expenses.

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

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

No action has been or will be taken in any jurisdiction by the Issuer or any Dealers that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this Base Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Base Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Base Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

The Notes have not been and will not be registered under the Securities Act and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, US persons except in certain transactions exempt from, or in a transaction not subject to the registration requirements of, the Securities Act.

Each Dealer has agreed that, except as permitted by the Distribution Agreement, it will not offer, sell or deliver the Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (the '**distribution compliance period**') within the United States or to, or for the account or benefit of, US persons and that it will have sent to each dealer to which it sells Notes (other than a sale pursuant to Rule 144A) during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, US persons substantially to the following effect:

'The Notes covered hereby have not been registered under the US Securities Act of 1933 (the '**Securities Act**') and may not be offered and sold within the United States or to, or for the account or benefit of, US persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meanings given to them by Regulation S'.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the Securities Act.

The Distribution Agreement also provides that the Dealers may arrange for the placing of a portion of the Notes to persons reasonably believed to be QIBs pursuant to Rule 144A.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

## **Selling Restrictions**

### ***Prohibition of Sales to EEA and UK Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes that are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms in relation thereto to any retail investor in the EEA or in the UK. For the purposes of this provision, the expression 'retail investor' means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

- (b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

### ***United Kingdom***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- *Financial promotion:* it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 would not, if the Issuer was not an authorised person, apply to the Issuer; and
- *General compliance:* it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### ***Australia***

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the ‘**Australian Corporations Act**’)) in relation to the Programme or any Notes has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission (‘**ASIC**’) or any other regulatory authority in Australia. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, unless the applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes) (or any other supplement to this Base Prospectus) otherwise provides, it:

- a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any Notes in, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- b) has not distributed or published, and will not distribute or publish, any information memorandum, prospectus or any other offering material or advertisement relating to the Programme or any Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in an alternative currency, and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Australian Corporations Act and, in all cases, complies with the terms of any authority granted under the Banking Act 1959 of the Commonwealth of Australia;
- (ii) the offer or invitation is not made to a person who is a ‘retail client’ within the meaning of section 761G of the Australian Corporations Act;
- (iii) such action complies with all applicable laws, regulations and directives in Australia (including, without limitation, the financial services licensing requirements of Chapter 7 of the Australian Corporations Act); and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

### ***The People’s Republic of China***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may not be offered or sold directly or indirectly within the People’s Republic of China (the ‘**PRC**’). This Prospectus, the offering material or any information contained or incorporated by reference herein does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. This Prospectus, the offering material, any information contained herein or the Notes have not been, and will not be, submitted to, approved by, verified by or registered with any relevant

governmental authorities in the PRC and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC.

The Notes may only be invested in by PRC investors that are authorised to engage in the investment in the Notes of the type being offered or sold. PRC investors themselves are responsible for informing themselves about and observing all legal and regulatory restrictions, obtaining all relevant governmental approvals, verifications, licences or registrations (if any) from all relevant PRC governmental authorities, including, but not limited to, the People's Bank of China, the China Securities Regulatory Commission, the China Banking and Insurance Regulatory Commission, the State Administration of Foreign Exchange and/or other relevant regulatory bodies, and complying with all relevant PRC regulations, including, but not limited to, any relevant PRC foreign exchange regulations and/or overseas investment regulations.

### ***France***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, the applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes) or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) or qualified investors (*investisseurs qualifiés*) other than individuals acting for their own account, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

### ***Hong Kong***

The Notes may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), or (ii) to 'professional investors' within the meaning of the Securities and Futures Ordinance (Cap.571, The Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a 'prospectus' within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the Notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), that is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to Notes that are or are intended to be disposed of only to persons outside Hong Kong or only to 'professional investors' within the meaning of the Securities and Futures Ordinance and any rules made thereunder.

### ***Malaysia***

Each Dealer has acknowledged that no lodgement of the relevant documents with the Securities Commission Malaysia ('SC') has been or will be made and no approval from the SC under the Capital Markets and Services Act 2007 of Malaysia ('CMSA') has been or will be obtained and this prospectus has not been nor will it be registered with the SC as a prospectus under the CMSA for the offering or issuance of the Notes on the basis that the Notes will be offered or sold exclusively to persons outside Malaysia. Accordingly, each Dealer has represented and warranted and agrees that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase nor will it offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, nor has it circulated or distributed, nor will it circulate or distribute, either this prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Malaysia.

### ***Japan***

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the 'FIEA') and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Law (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of, a

resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### ***Singapore***

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A, Chapter 289 of the Securities and Futures Act (the 'SFA')), (ii) to a relevant person (as defined under Section 275(2) of the SFA), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

- a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, then

'securities' (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferrable for six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor under Section 274 of the SFA or to a relevant person, or (in the case of a corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the SFA or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law.

*Singapore Securities and Futures Act Product Classification* – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the SFA, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are 'prescribed capital markets products' (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### ***South Korea***

Each Dealer has, severally, but not jointly, represented, warranted and agreed that it has not and will not, directly or indirectly, offer, sell or deliver any Notes in Korea or to, or for the account or benefit of, any resident of Korea (as such term is defined in the FETL), or to others for reoffering or resale, directly or indirectly, in Korea or to, or for the account or benefit of, any resident of Korea (as such term is defined in the FETL), except as otherwise permitted by applicable Korean laws and regulations, including the Financial Investment Services and Capital Markets Act and the FETL) and the decrees and regulations thereunder. The Notes have not been registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the Notes may not be re-sold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government approval requirements under the FETL and its subordinate decrees and regulations) in connection with their purchase. The aggregate number of Notes offered in Korea or to a resident in Korea, shall in each case be less than 50. By purchasing the Notes, each noteholder will be deemed to represent, warrant and agree that for a period of one year from the Issue Date thereof, the Notes, may not be sub-divided or re-denominated so as to result in increasing the aggregate number of Notes to 50 or more.

## *Switzerland*

This prospectus, as well as any other material relating to the Notes which are the subject of the offering contemplated by this prospectus, do not constitute an issue prospectus pursuant to Articles 652a and/or 1156 of the Swiss Code of Obligations. The Notes will not be listed on the SIX Swiss Exchange and, therefore, the documents relating to the Notes, including, but not limited to, this prospectus, do not claim to comply with the disclosure standards of the listing rules of the SIX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange. The Notes are being offered in Switzerland by way of a private placement, *i.e.*, to a small number of selected investors only, without any public offer and only to investors who do not purchase the Notes with the intention to distribute them to the public. The investors will be individually approached by us from time to time. This prospectus as well as any other material relating to the Notes is personal and confidential and does not constitute an offer to any other person. This prospectus may only be used by those investors to whom it has been handed out in connection with the offering described herein and may neither directly nor indirectly be distributed or made available to other persons without our express consent. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in (or from) Switzerland.

## *Taiwan*

The Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of the ROC and/or other regulatory authority of the ROC pursuant to relevant securities laws and regulations and may not be sold, issued or offered within the ROC through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of the ROC or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission of the ROC and/or other regulatory authority of the ROC. No person or entity in the ROC has been authorized to offer or sell the Notes in the ROC.

## *United Arab Emirates (including the Dubai International Financial Centre)*

The Notes have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

This prospectus relates to an 'Exempt Offer' in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the 'DFSA'). This prospectus is intended for distribution only to persons of a type specified in those Rules. It must not be delivered to, or relied on, by any other person. The DFSA has no responsibility for reviewing prospectus nor taken steps to verify the information set out in it, and has no responsibility for it. The Notes to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Notes offered should conduct their own due diligence on the Notes. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

## *Canada*

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 *Underwriting Conflicts* ('NI 33-105'), the

Dealers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

***General***

None of the Issuer, the Fiscal Agent and the Dealers represent that the Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche of Notes, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree.

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

No action has been or will be taken in any jurisdiction that would, or is intended to, permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any set of Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any set of Final Terms, and neither the Issuer nor any other Dealer shall have responsibility therefor.

## TAXATION

*The following summary is based on the tax laws of the United Kingdom and the United States as of the date of this Base Prospectus and is subject to changes in United Kingdom or United States tax law, including changes that could have a retroactive effect. The following summary is not exhaustive and does not take into account or discuss the tax laws of any country other than the United Kingdom or the United States. Prospective investors are advised to consult their own professional tax advisors as to the United Kingdom or United States or other tax consequences of the offering and the purchase, ownership and disposition of Notes.*

*Prospective investors who may be affected by the tax laws of other jurisdictions should consult their tax advisors with respect to the tax consequences applicable to their particular circumstances.*

### United Kingdom Tax Considerations

#### *General*

The comments below are of a general nature and relate to certain United Kingdom tax implications for persons who are not resident in the United Kingdom for United Kingdom tax purposes and are the absolute beneficial owners of their Notes and any interest thereon. The comments relate only to withholding tax on payments of interest in respect of the Notes and to stamp duty and stamp duty reserve tax ('**SDRT**') and do not deal with any other United Kingdom tax implications of acquiring, holding or disposing of Notes. They are not intended to be exhaustive or to constitute tax advice. The comments address the position under current United Kingdom tax law and published practice of HM Revenue and Customs ('**HMRC**') both of which may be subject to change, possibly with retrospective effect. The United Kingdom tax treatment of prospective holders of Notes depends on their individual circumstances and may be subject to change in the future. In addition, prospective holders of Notes should be aware that the particular terms of issue of any series of Notes may affect the tax treatment of that and other series of Notes.

Prospective holders of the Notes who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom should seek independent advice.

#### *Payments of Interest*

Any premium payable on a redemption of the Notes at the option of the Issuer may, in certain circumstances, constitute interest for United Kingdom tax purposes and so be treated in the manner described below. References to 'interest' in this section mean interest as understood in United Kingdom tax law. The comments below do not take account of any different definitions of interest which may prevail under any other law.

Payments of interest made in respect of Notes which carry a right to interest and which are and continue to be listed on a 'recognised stock exchange' (as defined in Section 1005 of the Income Tax Act 2007 (the '**Act**')) or admitted to trading on a 'multilateral trading facility' operated by an 'EEA-regulated recognised stock exchange' (each as defined in Section 987 of the Act) may be made without withholding or deduction for or on account of United Kingdom income tax. The London Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning and in accordance with the provisions of Part 6 of the FSMA) by the UK Listing Authority and are admitted to trading on the Main Market of the London Stock Exchange. Provided, therefore, that the Notes carry a right to interest and remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom income tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.

The Issuer is entitled to make payments of interest on the Notes without deduction or withholding for or on account of United Kingdom income tax provided that it is and continues to be a bank within the meaning of Section 991 of the Act and such interest is and continues to be paid in the ordinary course of its business within the meaning of Section 878 of the Act.

In all cases falling outside the exemptions described above, interest on the Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty or to any other exemption which may apply.



### ***Stamp Duty and SDRT***

No United Kingdom stamp duty or SDRT should be payable on the issue of the Notes.

No United Kingdom stamp duty or SDRT should be payable in respect of a transfer of the Notes where such transfer takes place by book entry within the DTC clearance service, provided no election has been made by the clearance service in respect of the Notes under Section 97A of the Finance Act 1986 and where no written instrument of transfer is used to effect the transfer.

### **Certain US Federal Income Tax Considerations**

#### ***General***

The following is a discussion of certain US federal income tax consequences of the ownership and disposition of Notes by the US Holders described below. This discussion applies only to Notes that are (i) purchased by a US Holder in their initial offering at the 'issue price', which generally will be the first price at which a substantial amount of the Notes of the relevant series is sold to the public (not including bond houses, brokers or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers) for money and (ii) held by such US Holder as capital assets (generally, property held for investment) for US federal income tax purposes.

This discussion does not describe all of the tax consequences that may be relevant to a US Holder in light of its particular circumstances, including any special tax accounting rules set forth in Section 451(b) of the Internal Revenue Code 1986, as amended (the 'Code') or any alternative minimum or Medicare contribution tax consequences, nor does it describe all of the tax consequences applicable to US Holders subject to special rules, such as:

- certain financial institutions;
- regulated investment companies;
- insurance companies;
- real estate investment trusts;
- dealers in securities;
- traders in securities that elect to use a mark-to-market method of tax accounting;
- persons holding Notes as part of a 'straddle' or integrated transaction;
- persons whose functional currency is not the US dollar;
- partnerships or other entities or arrangements classified as partnerships for US federal income tax purposes; or
- persons holding the Notes in connection with a trade or business conducted outside the United States.

If a partnership or an entity or arrangement treated as a partnership holds the Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships and their partners should consult their tax advisors regarding the US federal income tax consequences of an investment in the Notes.

This discussion is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which subsequent to the date of this Base Prospectus may affect the tax consequences described herein (possibly with retroactive effect). Persons considering the purchase of Notes are urged to consult their tax advisors with regard to the application of the US federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-US taxing jurisdiction.

This discussion does not apply to every type of Note that may be issued under this Base Prospectus, such as Notes denominated in (or the payments on which are determined by reference to) foreign currency, or Notes that provide for certain contingent interest not described in '*—Variable Rate Notes*' below. Additional or alternative

US federal income tax consequences of such Notes will be addressed in a new prospectus or drawdown supplement, as applicable.

As used herein, the term ‘**US Holder**’ means a person that, for US federal income tax purposes, is a beneficial owner of a Note and:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organised in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to US federal income taxation regardless of its source.

*Stated Interest.* Stated interest paid on a Note will be taxable to a US Holder as ordinary interest income at the time it accrues or is received in accordance with the US Holder’s method of accounting for US federal income tax purposes, provided that the interest is qualified stated interest (as defined below). Any amounts of tax withheld with respect to interest paid on the Notes and, without duplication, additional amounts paid with respect thereto will be treated as ordinary interest income. Interest income earned by a US Holder with respect to a Note will constitute foreign-source income for US federal income tax purposes, which may be relevant to a US Holder in calculating the US Holder’s foreign tax credit limitation. Special rules governing the treatment of interest paid with respect to Original Issue Discount Notes and certain Variable Rate Notes (each as defined below), are described under ‘—Original Issue Discount Notes’ and ‘—Variable Rate Notes’ below.

*Original Issue Discount Notes.* A Note that is issued at an issue price less than its ‘stated redemption price at maturity’ will be considered to have been issued with original issue discount for US federal income tax purposes (and will be referred to in this section as an ‘**Original Issue Discount Note**’), unless the original issue discount amount is *de minimis*. Generally, a Note will have a *de minimis* amount of original issue discount if the difference between the Note’s issue price and its stated redemption price at maturity is less than 1/4 of one per cent. of the Note’s stated redemption price at maturity multiplied by the number of complete years to maturity. The stated redemption price at maturity of a Note will equal the sum of all payments required under the Note other than payments of ‘qualified stated interest’. ‘Qualified stated interest’ is stated interest unconditionally payable as a series of payments (other than in debt instruments of the Issuer) at least annually at a single fixed rate during the entire term of the Note. For a Note that provides for interest only at a fixed rate payable at least annually, qualified stated interest is equal to the outstanding principal of the Note multiplied by the fixed rate. See ‘—Variable Rate Notes’ below for the application of these rules in the case of a Note that provides for certain variable interest rates.

A US Holder of an Original Issue Discount Note will be required to include any qualified stated interest payments in income in accordance with the US Holder’s method of accounting for US federal income tax purposes and will be required to include original issue discount in income for US federal income tax purposes as it accrues, in accordance with a constant-yield method based on a compounding of interest. Under this method, US Holders of Original Issue Discount Notes generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Under applicable Treasury regulations, if the Issuer or the holder has an unconditional option to redeem a Note prior to its stated maturity date and certain other conditions are met, this option will be presumed to be exercised if, by utilising any date on which the Note may be redeemed as the maturity date and the amount payable on that date in accordance with the terms of the Note as the stated redemption price at maturity, in the case of the Issuer’s option, the yield on the Note would be lower than its yield to the stated maturity date or, in the case of the holder’s option, the yield on the Note would be higher than its yield to the stated maturity date. If this option is not in fact exercised, the Note would be treated solely for purposes of calculating original issue discount as if it were redeemed, and a new note were issued, on the presumed exercise date for an amount equal to the Note’s adjusted issue price on that date. The adjusted issue price of a Note is generally the issue price of the Note, increased by the amount of original issue discount previously includible in gross income and decreased by the amount of any payment previously made, other than qualified stated interest.

A US Holder may make an election to include in gross income all interest that accrues on any Note (including stated interest, original issue discount or *de minimis* original issue discount, as adjusted by any amortisable bond premium) in accordance with a constant-yield method based on the compounding of interest (a ‘**constant-yield election**’).

*Variable Rate Notes.* In general, a ‘**Variable Rate Note**’ is a Note that provides for one or more ‘qualified floating rates’ of interest, a single fixed rate and one or more qualified floating rates, a single objective rate, or a

single fixed rate and a single 'objective rate' that is a 'qualified inverse floating rate' (as such terms are defined in applicable Treasury regulations), provided that the issue price of the Note does not exceed the total noncontingent principal payments due under the Note by more than an amount equal to the lesser of (x) 0.015 multiplied by the product of the total noncontingent principal payments and the number of complete years to maturity from the issue date or (y) 15% of the total noncontingent principal payments.

A 'qualified floating rate' is any variable rate where variations in the value of such rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Rate Note is denominated. An interest rate that is based on the product of a qualified floating rate and a fixed multiple, or that subjects a qualified floating rate to a cap, floor, governor or similar restriction, may also be treated as a qualified floating rate if certain conditions are satisfied. An 'objective rate' is generally a rate that is determined using a single fixed formula and that is based on objective financial or economic information. A 'qualified inverse floating rate' is an objective rate that is equal to a fixed rate minus a qualified floating rate if variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate (disregarding for those purposes any cap, floor, governor or similar restriction).

If a Variable Rate Note provides for two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Note, the qualified floating rates together constitute a single qualified floating rate. In addition, if interest on a debt instrument is stated at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period, and the value of the variable rate on the issue date is intended to approximate the fixed rate, the fixed rate and the variable rate together constitute a single qualified floating rate or objective rate. Two or more qualified floating rates or a fixed rate and a variable rate will be conclusively presumed to meet the requirements of the preceding two sentences if the values of the applicable rates on the issue date are within 1/4 of one percentage point of each other.

If a Variable Rate Note provides (or is treated as providing) for stated interest at a single qualified floating rate or objective rate payable at least annually, all stated interest will constitute qualified stated interest (as described in '—Original Issue Discount Notes' above). Therefore, such a Variable Rate Note will not be treated as having been issued with original issue discount unless it is issued at a 'true' discount (i.e., at a price below the Note's stated principal amount in excess of the specified *de minimis* amount described in '—Original Issue Discount Notes' above).

If a Variable Rate Note is issued with a discount, and the discount is equal to or in excess of the specified *de minimis* amount described above, such discount must be allocated to a US Holder's accrual periods using the constant-yield method described in '—Original Issue Discount Notes' above, by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Note.

In general, a Variable Rate Note that provides for multiple floating rates will be converted into an 'equivalent' fixed-rate debt instrument for purposes of determining the amount and accrual of original issue discount and qualified stated interest on the Variable Rate Note. Such Variable Rate Note must be converted into an 'equivalent' fixed-rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Variable Rate Note with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the Variable Rate Note's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Rate Note is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Rate Note.

In the case of a Variable Rate Note that provides for stated interest at a fixed rate (other than an initial fixed rate of one year or less) in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Rate Note provides for a qualified inverse floating rate). Under such circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate (the '**notional replacement floating rate**') must be such that the fair market value of the Variable Rate Note as of the Variable Rate Note's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for the notional replacement floating rate rather than the initial fixed rate. Subsequent to converting the initial fixed rate into the notional replacement floating rate, the Variable Rate Note is then converted into an 'equivalent' fixed-rate debt instrument in the manner described above. Once the Variable Rate Note is converted into an 'equivalent' fixed-rate debt instrument pursuant to the foregoing rules, the amount of original issue discount and qualified stated interest, if any, are determined for the 'equivalent' fixed-rate debt instrument

by applying the general original issue discount rules to the ‘equivalent’ fixed-rate debt instrument, and a US Holder of the Variable Rate Note will account for such original issue discount and qualified stated interest as if the US Holder held the ‘equivalent’ fixed-rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest assumed to have been accrued or paid with respect to the ‘equivalent’ fixed-rate debt instrument in the event that such amounts differ from the actual amount of interest accrued or paid on the Variable Rate Note during the accrual period. Therefore, in the case of a Variable Rate Note that is (i) issued with no (or a *de minimis* amount of) discount, (ii) pays interest unconditionally at least annually, (iii) provides for an initial fixed rate for more than one year followed by a stated floating rate and (iv) has a notional replacement floating rate equal to the subsequent stated floating rate, US Holders generally will include in income the actual interest payment on the Note for each accrual period in accordance with their method of accounting for US federal income tax purposes. If the notional replacement floating rate of such Note is lower than the subsequent stated floating rate, and the Issuer has an unconditional option to redeem the Note on the interest step-up date, the Note will be deemed to be redeemed and reissued solely for purposes of the original issue discount rules, as described in ‘—Original Issue Discount Notes’ above.

*Short-Term Notes.* A Note that matures one year or less from its date of issuance (taking into account the last possible date that the Note could be outstanding in accordance with its terms, including any rights to extend or rollover) (a ‘**Short-Term Note**’) will be treated as being issued at a discount, and none of the interest paid on the Note will be treated as qualified stated interest. In general, a cash-method US Holder of a Short-Term Note is not required to accrue the discount for US federal income tax purposes unless it elects to do so (but will be required to include in income any interest paid to such US Holder). US Holders who so elect and certain other US Holders, including those who report income on the accrual method of accounting for US federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless an election is made to accrue the discount according to a constant-yield method based on daily compounding. In the case of a US Holder who is not required and who does not elect to include the discount in income currently, any gain realised on the sale, exchange or retirement of the Short-Term Note will be ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant-yield method) through the date of sale, exchange or retirement. In addition, such US Holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry Short-Term Notes in an amount not exceeding the accrued discount that has not been included in income.

*Prior Accrued Interest on Additional Notes.* Generally under the terms of the Notes, if the Issuer issues additional Notes with the same CUSIP, ISIN, Common Code or other identifying number of outstanding Notes (‘**Additional Notes**’), the Additional Notes and outstanding Notes must be fungible for US federal income tax purposes. US Holders that purchase Additional Notes from the Issuer upon their issuance may exclude from income the portion of the interest paid on the first interest date on Additional Notes that relates to the period from the preceding interest payment date on the outstanding Notes to the issue date of the Additional Notes (‘**prior accrued interest**’). Prior accrued interest not included in income will not form part of any amortisable bond premium (as described below under ‘—Amortisable Bond Premium’). A US Holder’s tax basis in an Additional Note will generally equal the cost of such Note to the US Holder, reduced by any prior accrued interest excluded from income.

*Amortisable Bond Premium.* If a US Holder purchases a Note for an amount that is greater than the sum of all amounts payable on the Note other than qualified stated interest, the US Holder will be considered to have purchased the Note with amortisable bond premium equal to this excess. The US Holder may elect to amortise this premium, using a constant-yield method, over the remaining term of the Note. Special rules may limit the amount of bond premium that can be amortised during certain accrual periods in the case of Notes that are subject to optional early redemption. A US Holder may generally use the amortisable bond premium allocable to an accrual period to offset qualified stated interest required to be included in the US Holder’s income with respect to the Note in that accrual period. A US Holder that elects to amortise bond premium must reduce its tax basis in the Note by the amount of the premium amortised in any year. An election to amortise bond premium applies to all taxable debt obligations held by the US Holder on or after the first day of the taxable year in which the election is made and may be revoked only with the consent of the Internal Revenue Service.

If a US Holder makes a constant-yield election (as described under ‘—Original Issue Discount Notes’ above) for a Note with amortisable bond premium, such election will result in a deemed election to amortise bond premium for all of the US Holder’s debt instruments with amortisable bond premium and may be revoked only with the permission of the Internal Revenue Service with respect to debt instruments held or acquired after the election.

*Sale or Other Taxable Disposition of the Notes.* Upon the sale or other taxable disposition of a Note (including retirement), a US Holder will recognise taxable gain or loss equal to the difference between the

amount realised on the sale or disposition and the US Holder's adjusted tax basis in the Note. Gain or loss, if any, generally will be US source for purposes of computing a US Holder's foreign tax credit limitation. For these purposes, the amount realised does not include any amount attributable to accrued stated interest, which will be treated as interest as described under '*—Stated Interest*' above. A US Holder's adjusted tax basis in a Note generally will equal such US Holder's initial investment in the Note, increased by any original issue discount included in income and decreased by any bond premium previously amortised and payments other than qualified stated interest previously received, and in the case of Additional Notes, further decreased by any prior accrued interest that was excluded from income as described in '*—Prior Accrued Interest on Additional Notes*' above.

Except as described below, gain or loss realised on the sale, exchange or retirement of a Note generally will be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or retirement the Note has been held for more than one year. An exception to this general rule applies in the case of a Short-Term Note to the extent of any accrued discount not previously included in the US Holder's taxable income. See '*—Certain US Federal Income Tax Considerations—General—Short-Term Notes*' above.

*Backup Withholding and Information Reporting.* Information returns may be filed with the Internal Revenue Service in connection with payments on the Notes and the proceeds from a sale or other disposition of the Notes. A US Holder may be subject to US backup withholding on these payments if the US Holder fails to provide its taxpayer identification number to the payor and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to a US Holder will be allowed as a credit against the US Holder's US federal income tax liability and may entitle the US Holder to a refund, provided that the required information is timely furnished to the Internal Revenue Service.

Certain individual US Holders (and certain specified entities) may be required to report to the Internal Revenue Service certain information relating to their Notes or non-US financial accounts through which the Notes may be held. US Holders who fail to report the required information could be subject to substantial penalties.

**The above summary is not intended to constitute a complete analysis of all tax consequences relating to the ownership of Notes. Prospective purchasers of Notes should consult their own tax advisors concerning the tax consequences of their particular situations.**

## CERTAIN ERISA CONSIDERATIONS

Title I of The US Employee Retirement Income Security Act of 1974, as amended (**'ERISA'**) and Section 4975 of the Code impose certain requirements on (a) employee benefit plans subject to Title I of ERISA, (b) individual retirement accounts, Keogh plans or other arrangements subject to Section 4975 of the Code, (c) entities whose underlying assets include 'plan assets' by reason of any such plan's or arrangement's investment therein (the foregoing shall be collectively referred to as **'Plans'**) and (d) persons who are fiduciaries with respect to Plans or Non-ERISA Arrangements (as defined below) (**'Plan Fiduciaries'**). In addition, certain governmental, church and non-US plans (**'Non-ERISA Arrangements'**) are not subject to Title I of ERISA or Section 4975 of the Code, but may be subject to similar provisions under applicable federal, state, local, foreign or other regulations, rules or laws (**'Similar Laws'**).

In considering whether to acquire and hold the Notes, a Plan Fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan or Non-ERISA Arrangement and the applicable provisions of ERISA, the Code or any Similar Law relating to the Plan Fiduciary's duties to the Plan or Non-ERISA Arrangement. Each Plan Fiduciary, as well as fiduciaries of Non-ERISA Arrangements, should give appropriate consideration to, among other things: (i) the role that the investment plays in the Plan's or Non-ERISA Arrangement's portfolio, taking into account whether the investment is designed reasonably to further the Plan's or Non-ERISA Arrangement's purposes; (ii) the risk and return factors associated with the investment; (iii) the portfolio's composition with regard to diversification, as well as the liquidity and current return of the total portfolio relative to the anticipated cash flow needs of the Plan or Non-ERISA Arrangement; and (iv) the projected return of the total portfolio relative to the Plan's or Non-ERISA Arrangement's funding objectives.

In addition to ERISA's general fiduciary standards, Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of a Plan and persons who have specified relationships to the Plan, that is, 'parties in interest' as defined in ERISA or 'disqualified persons' as defined in Section 4975 of the Code (collectively, the foregoing shall be referred to as **'parties in interest'**) unless exemptive relief is available pursuant to an applicable statutory, regulatory or administrative exemption. Parties in interest that engage in a non exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code. As a result of its business, the Issuer and its current and future affiliates may be parties in interest with respect to many Plans. Thus, a Plan fiduciary considering an investment in the Notes should also consider whether such an investment might constitute or give rise to a prohibited transaction under ERISA or Section 4975 of the Code. For example, the Notes may be deemed to represent a direct or indirect sale of property, extension of credit or furnishing of services between the Issuer and an investing Plan which would be prohibited if the Issuer was a party in interest with respect to the Plan unless exemptive relief were available under an applicable exemption.

In this regard, each prospective purchaser that is, or is acting on behalf of, a Plan and proposes to purchase Notes should consider the exemptive relief available under the following prohibited transaction class exemptions, or PTCES: (A) the in-house asset manager exemption (PTCE 96-23); (B) the insurance company general account exemption (PTCE 95-60); (C) the bank collective investment fund exemption (PTCE 91-38); (D) the insurance company pooled separate account exemption (PTCE 90-1); and (E) the qualified professional asset manager exemption (PTCE 84-14). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code may provide a limited exemption for the purchase and sale of securities and related lending transactions, provided that neither the issuer of the securities nor any of its affiliates have or exercise any discretionary authority or control or render any investment advice with respect to the assets of the Plan involved in the transaction and provided further that the Plan pays no more, and receives no less, than adequate consideration in connection with the transaction (the so-called **'service provider exemption'**). There can be no assurance that any of these statutory or class exemptions will be available with respect to transactions involving the Notes.

Each purchaser or holder of a Note, and each fiduciary who causes any entity to purchase or hold a Note, shall be deemed to have represented and warranted, on each day such purchaser or holder holds such Note, that either (i) it is neither a Plan nor a Non-ERISA Arrangement, and it is not purchasing or holding Notes on behalf of or with the assets of any Plan or Non-ERISA arrangement; or (ii) its purchase, holding and subsequent disposition of such Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or violate any applicable Similar Law.

Before acquiring the Notes, each Plan Fiduciary should consider the fact that none of the Issuer, the Co-Arrangers, the Dealers or any of their respective affiliates intends to act as a fiduciary of any Plan or Non-ERISA Arrangement or is undertaking to provide fiduciary investment advice or any recommendation individually tailored to any Plan, Non-ERISA Arrangement or Plan Fiduciary as to the advisability of acquiring the Notes.

Each purchaser of a Note will have exclusive responsibility for ensuring that its purchase, holding and subsequent disposition of such Note does not violate the fiduciary or prohibited transaction rules of ERISA, the Code or any applicable Similar Laws. Nothing herein shall be construed as a representation or advice as to whether an investment in the Notes would meet any or all of the relevant legal requirements with respect to investments by, or is appropriate for, Plans or Non-ERISA Arrangements generally or any particular Plan or Non-ERISA Arrangement.

The above discussion is a summary of some of the material consideration applicable to prospective investors that are Plans or Non-ERISA Arrangements or that otherwise are deemed to be investing the assets of Plans or Non-ERISA Arrangements. It is not intended to be a complete discussion or to be construed as legal advice or a legal opinion. Plan Fiduciaries should consult their own legal counsel before purchasing the Notes.

## **LEGAL MATTERS**

Certain legal matters in connection with the offering of the Notes will be passed upon for the Issuer by Davis Polk & Wardwell London LLP as to English law and United States federal law. The Issuer's Scottish solicitors, CMS Cameron McKenna Nabarro Olswang LLP, will pass upon certain matters of Scots Law relating to the issue and sale of the Notes. Certain legal matters in connection with the offering of the Notes will be passed upon for the Co-Arrangers and the Dealers by Shearman & Sterling (London) LLP as to English law and United States federal law.

## **INDEPENDENT AUDITORS**

The consolidated financial statements of NatWest Markets Plc (the "Bank") and its subsidiaries (together, the "NWM Group") as of 31 December 2019 and 2018, incorporated by reference in the Base Prospectus, have been audited by Ernst & Young LLP, independent auditors, as stated in their report incorporated by reference herein.



## GENERAL INFORMATION

### Authorisation

The establishment of the Programme and the issue of Notes under the Programme have been duly authorised pursuant to a resolutions of the Asset and Liability Management Committee of the Issuer dated May 11, 2020.

### Admission to Listing

The trading price of Notes which are admitted to the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to the Official List and to trading on the Market will be admitted separately as and when issued, upon submission to the UK Listing Authority and to the Market of the relevant Final Terms, subject only to the issue of the Notes of that Tranche. The listing of the Programme in respect of such Notes is expected to be granted on or about 15 May 2020.

### Issue Price

The issue price and amount of the relevant Notes will be determined before filing of the applicable Final Terms of each Tranche, based on prevailing market conditions.

### Documents Available for Inspection or Collection

From the date hereof, so long as any of the Notes remains outstanding and throughout the life of the Programme, copies of the following documents will, when available, be available during usual business hours on a weekday (Saturdays, Sundays and public holidays excepted) for inspection at the principal office of the Issuer at NatWest Markets Plc, Gogarburn, PO Box 1000, Edinburgh EH12 1HQ:

- (i) this document, any further or supplementary prospectuses relating to the Programme and each of the documents incorporated by reference into this Base Prospectus and any further or supplementary prospectuses;
- (ii) constitutional documents of the Issuer;
- (iii) the Fiscal and Paying Agency Agreement which contains the form of the Global Notes and the definitive notes, if any; and
- (iv) any Final Terms in respect of the Notes and, in the case of a syndicated Tranche of Notes, the purchase agreement.

A Paying Agent will be maintained in London throughout the life of the Programme.

Unless otherwise stated in the applicable Final Terms, the Issuer does not intend to provide post-issuance information in connection with any issue of Notes.

### Legal Proceedings

Other than as disclosed in '*Description of the NWM Group—Legal and Arbitration Proceedings*,' section of the Registration Document, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), which may have or have had during the 12 months preceding the date of this Base Prospectus, a significant effect on the financial position or profitability of NWM Plc and/or the NWM Group.

### Material Adverse Change and Significant Change

There has been no:

- (i) significant change in the financial performance and financial position of the NWM Group since 31 March 2020, the end of the last financial period in respect of which the most recent financial statements of the NWM Group have been prepared; and
- (ii) material adverse change in the prospects of the Issuer since 31 December 2019, the date of its last published audited financial statements.

## **Auditors and Financial Statements**

The consolidated financial statements of NatWest Markets Plc (the “Bank”) and its subsidiaries (together, the “NWM Group”) as of 31 December 2019 and 2018, incorporated by reference in the Base Prospectus, have been audited by Ernst & Young LLP, independent auditors, as stated in their report incorporated by reference herein. EY is registered to carry out audit work by the Institute of Chartered Accountants in England and Wales and whose address is 1 More London Place, London, SE1 2AF.

Statutory accounts for the three months ended 31 March 2020 and the years ended 31 December 2019 and 31 December 2018 to which the financial information in this Prospectus relates have been delivered to the Registrar of Companies in Scotland. EY has reported on such statutory accounts for the years ended 31 December 2019 and 31 December 2018, and the reports in respect of such years were unqualified and did not contain a statement under Section 498(2) or (3) of the Companies Act 2006.

The auditor’s reports, in accordance with guidance issued by The Institute of Chartered Accountants in England and Wales, include the following limitations: ‘This report is made solely to the company’s members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company’s members those matters we are required to state to them in an auditor’s report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company’s members as a body, for our audit work, for this report, or for the opinions we have formed’.

## **Clearing Reference Numbers**

The Notes have been accepted for clearance through DTC’s book-entry settlement system and will be eligible for clearance through DTC and its participants, including Euroclear and Clearstream, Luxembourg. The appropriate CUSIP, ISIN and Common Code numbers, if applicable, for each Tranche of Notes will be contained in the applicable Final Terms.

The address of DTC is The Depository Trust Company, 55 Water Street, New York, NY 10041-0099, USA. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

## **Other Clearing Systems**

If the Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be contained in the applicable Final Terms.

## **Dealers transacting with the Issuer**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

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

**Legal Entity Identifier**

The Legal Entity Identifier (LEI) code of the Issuer is RR3QWICWWIPCS8A4S074.

**Registered Office of the Issuer**

**NATWEST MARKETS PLC**

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**Principal Office of the Issuer**

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**CO-ARRANGERS**

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**NATWEST MARKETS SECURITIES INC.**

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United States of America

**DEALERS**

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**Morgan Stanley & Co. LLC**

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**Wells Fargo Securities, LLC**

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United States of America

**FISCAL AND PAYING AGENT**

**CITIBANK, N.A.**

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**INDEPENDENT AUDITORS**

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