



Euro 45,000,000,000 Medium Term Notes and other Debt Instruments Programme

Under the Medium Term Notes and other Debt Instruments Programme described in this Base Prospectus (the “**Programme**”), Natixis (the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Medium Term Notes and other Debt Instruments (each a “**Note**” and collectively the “**Notes**”). The Issuer may issue the Notes through its New York branch (the “**New York Branch**”) as specified in the applicable Final Terms (as defined on page 6). The aggregate nominal amount of Notes outstanding including Notes issued through the New York Branch will not at any one time exceed €45,000,000,000 (or the equivalent in other currencies at the date of issue).

The Notes shall be governed by either English law (“**English Law Notes**”) or French law (“**French Law Notes**”), as specified in the relevant Final Terms, and the corresponding provisions in “Terms and Conditions of the Notes” below will apply to such Notes. Only English Law Notes may be issued through the New York Branch.

Application has been made for Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or the Euro MTF market during the period of twelve months after the date of publication of this Base Prospectus in accordance with Article 14 of Directive 2003/71/EC (as amended by Directive 2010/73/EC (except as otherwise specified herein) (the “**2010 PD Amending Directive**”), (the “**Prospectus Directive**”) and Article 16 of the Luxembourg law of 10 July 2005 implementing the Prospectus Directive. References in this Document to the “**Luxembourg Stock Exchange**” (and all related references) shall include the Luxembourg Regulated Market and/or the Euro MTF market, as the case may be (as specified in the applicable Final Terms). In addition, references in this document to Notes being “**listed**” (and all related references) shall mean that such Notes have been listed on the Luxembourg Stock Exchange or, as the case may be, a Regulated Market (as defined below) or other stock exchange(s). The Programme provides that Notes may be listed on such other or further stock exchanges as may be agreed between the Issuer and the relevant Dealer(s), and may also be unlisted. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Luxembourg Stock Exchange (or any other stock exchange). The Luxembourg Regulated Market is a regulated market for the purposes of the Directive 2004/39/EC (“**MIFID Directive**”) (a “**Regulated Market**”). The relevant Final Terms (the form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or the regulated market of any other stock exchange.

Application has been made to the Luxembourg *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) which is the Luxembourg competent authority for the purposes of the Prospectus Directive for the approval of this Base Prospectus as a base prospectus for the purposes of the Prospectus Directive. In accordance with Article 18 of the Prospectus Directive and Article 19 of the Luxembourg law of 10 July 2005, the Issuer reserves the right to request the CSSF to provide another competent authority with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

In respect of English Law Notes, each Tranche (as defined in “Issue of Notes” below) of Notes in bearer form having an original maturity of more than one year, or, if the Notes are issued through the New York Branch, (i) having a maturity in excess of 183 days from their date of issue or (ii) having a maturity of less than 183 days with a face amount of less than U.S.\$500,000 or its equivalent, will initially be represented by a temporary Global Note and each other Tranche of Notes having an original maturity of one year or less will initially be represented by a permanent Global Note. Interests in temporary Global Notes will be exchangeable for interests in permanent Global Notes or, if so stated in the relevant Final Terms, for definitive Notes, in the case of Notes in bearer form after the date falling 40 days after the issue date upon certification as to non-U.S. beneficial ownership. Interests in permanent Global Notes will be exchangeable for definitive Notes in bearer form or (in the case of Exchangeable Bearer Notes) registered form, in each case, as described under “Summary of Provisions Relating to the Notes while in Global Form”. Notes in registered form “**Registered Notes**” will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. If the Global Notes are stated in the applicable Final Terms to be issued in new global note form (“**New Global Notes**” or “**NGNs**”) they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”). Notes in registered form will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates (“**Global Certificates**”). If a Global Certificate is held under the New Safekeeping Structure (the “**NSS**”) the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. Global Notes which are not issued in NGN form (“**Classic Global Notes**” or “**CGNs**”) and Global Certificates which are not held under the NSS may (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg on the issue date with a common depositary on behalf of Euroclear and Clearstream, Luxembourg or (b) in the case of a Tranche intended to be cleared through Euroclear France, may be deposited on the issue date with Euroclear France acting as Central Depositary or (c) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear or Clearstream, Luxembourg or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer(s). Each series of Registered Notes which are sold in an “offshore transaction” within the meaning of Regulation S under the US Securities Act of 1933 (as amended) (the “**Securities Act**”) will initially be represented by a permanent registered global Certificate (each an “**Unrestricted Global Certificate**”), without interest coupons, which may (or in the case of Notes listed on the regulated market of the Luxembourg Stock Exchange will) be deposited on the issue date with a common depositary on behalf of Euroclear and Clearstream, Luxembourg. An Unrestricted Global Certificate in respect of a Tranche of Notes that is not to be listed on the regulated market of the Luxembourg Stock Exchange may be cleared through a clearing system other than or in addition to Euroclear, Clearstream, Luxembourg or DTC (as defined below) or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer.

In respect of English Law Notes, Registered Notes which are resold in the United States to qualified institutional buyers within the meaning of Rule 144A under the Securities Act, will initially be represented by a permanent registered global Certificate (each a “**Restricted Global Certificate**” and, together with the “Unrestricted Global Certificate”, the “**Global Certificates**”), without interest coupons, which may be deposited on the issue date either (a) with a common depositary on behalf of Euroclear and Clearstream, Luxembourg or (b) with a custodian for, and registered in the name of Cede & Co. as nominee for, the Depository Trust Company (“**DTC**”).

In respect of English Law Notes, beneficial interests in Global Certificates held by Euroclear, Clearstream, Luxembourg and/or DTC will be shown on, and transfers thereof will be effected only through, records maintained by DTC, Clearstream, Luxembourg and/or Euroclear and their participants. See “Clearing and Settlement”.

French Law Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”) as more fully described herein.

In respect of French Law Notes, Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes.

In respect of French Law Notes, Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France S.A. (“**Euroclear France**”) (acting as central depositary) which shall credit the accounts of Account Holders (as defined in “Terms and Conditions of the Notes – Form, Denomination(s), Title and Redenomination”) including Euroclear and the depositary bank for Clearstream, Luxembourg, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant holder, in either fully registered form (*nominatif pur*), in which case they will be inscribed in an account in the books of Euroclear France maintained by a registration agent (appointed in the relevant Final Terms) for the Issuer, or in administered registered form (*nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant holder of Notes.

In respect of French Law Notes, Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in relation to Materialised Notes. Such Temporary Global Certificate will subsequently be exchanged for definitive Materialised Notes in bearer form on or after a date expected to be on or about the 40th day after the issue date of the Notes (subject to postponement as described in “**Temporary Global Certificates issued in respect of Materialised Notes**”) upon certification as to non-US beneficial ownership with, where applicable, coupons for interest attached.

In respect of French Law Notes, Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depositary for Euroclear and/or Clearstream, Luxembourg, (b) in the case of a Tranche intended to be cleared through Euroclear France, be deposited with Euroclear France as central depositary, and (c) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg and Euroclear France or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

Unless otherwise specified in the relevant Final Terms, French Law Notes may not be offered or resold within the United States or to, or for the account or benefit of, U.S. persons.

The price and the amount of the relevant Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer based on then prevailing market conditions at the time of the issue of such Notes and will be set out in the relevant Final Terms.

Notes issued under the Programme may, or may not, be rated. The rating (if any) may be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009 (the "**CRA Regulation**") will be disclosed in the Final Terms. 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 unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused. 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.

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

Co-Arrangers for the Programme

NATIXIS

Goldman Sachs International

Dealers

**Barclays Capital
Deutsche Bank
Goldman Sachs International
HSBC
J.P. Morgan
BofA Merrill Lynch**

**Mizuho International plc
Morgan Stanley
NATIXIS
Natixis Funding
Nomura International
The Royal Bank of Scotland
UBS Investment Bank**

The date of this Base Prospectus is 17 December 2010

Responsibility Statement

To the best of the Issuer's knowledge (having taken all reasonable care to ensure that such is the case), the information contained or incorporated by reference in this Base Prospectus in respect of it and its subsidiaries and affiliates taken as a whole is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer accepts responsibility accordingly.

This Base Prospectus (together with any supplements to this Base Prospectus published from time to time (each a "**Supplement**" and together the "**Supplements**")) comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive and for the purpose of giving information with regard to the Issuer and the Issuer's subsidiaries and affiliates taken as a whole (the "**Group**") and the Notes 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 is to be read in conjunction with any supplement hereto and all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" below).

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of 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 Dealers or the Co-Arrangers (as defined in "Essential Characteristics of the Programme and the Notes" below). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Co-Arrangers to inform themselves about and to observe any such restriction.

In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of the Notes in the European Economic Area (including, in particular, the United Kingdom, France, Italy and The Netherlands), Switzerland, Singapore, Japan, Taiwan, Hong Kong and the United States (see "Plan of Distribution" below).

It should be remembered that the price of securities and the income from them can go down as well as up.

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

An investment in the Notes is only suitable for financially sophisticated investors who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE NOTES MAY INCLUDE NOTES (INCLUDING MATERIALISED NOTES) IN BEARER FORM OR EXCHANGEABLE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, NOTES MAY NOT BE OFFERED, SOLD OR, IN THE CASE OF NOTES (INCLUDING MATERIALISED NOTES) IN BEARER FORM OR EXCHANGEABLE BEARER NOTES, DELIVERED WITHIN THE UNITED

STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER.

THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S OF THE SECURITIES ACT AND, IN THE CASE OF ENGLISH LAW NOTES ONLY, MAY BE SOLD IN REGISTERED FORM WITHIN THE UNITED STATES TO “QUALIFIED INSTITUTIONAL BUYERS” IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT (“**RULE 144A**”). PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF ENGLISH LAW NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF NOTES AND DISTRIBUTION OF THIS BASE PROSPECTUS SEE “TRANSFER RESTRICTIONS” AND “PLAN OF DISTRIBUTION”.

UNLESS OTHERWISE SPECIFIED IN THE RELEVANT FINAL TERMS, FRENCH LAW NOTES MAY NOT BE OFFERED OR RESOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF NOTES OR THE ACCURACY OR THE ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

TO NEW HAMPSHIRE RESIDENTS: NEITHER THE FACT THAT A REGISTRATION STATEMENT NOR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSONS, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Co-Arrangers or the Dealers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Dealers or the Co-Arrangers (other than Natixis in its capacity as Issuer) accept any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Co-Arrangers or a Dealer (other than Natixis in its capacity as Issuer) or on its behalf in connection with the Issuer or the issue and offering of the Notes. Each Co-Arranger and each Dealer (other than Natixis in its capacity as Issuer) accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, any of the Dealers or the Co-Arrangers that any recipient of this Base Prospectus or of any financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of the

Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Co-Arrangers (other than the Issuer in its capacity as an Issuer) undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Co-Arrangers (other than the Issuer as aforesaid).

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) will act as a stabilising agent (the “**Stabilising Manager(s)**”). The identity of the Stabilising Manager(s) will be disclosed in the relevant Final Terms. References in the next paragraph to “the issue of any Tranche” are to each Tranche in relation to which a Stabilisation Agent is appointed.

In connection with the issue of any Tranche (as defined below) of Notes, the Stabilising Manager(s) or any person duly appointed acting for the Stabilisation Manager(s) 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 persons acting on behalf of a Stabilising Manager will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final 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 persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “EUR” and “euro” are to the single currency of the participating member states of the European Union which was introduced on 1 January 1999, and references to “U.S.\$” and “dollars” are to the lawful currency of the United States of America, references to “GBP”, “pounds sterling”, “£” and “Sterling” are to the lawful currency of the United Kingdom, references to “JPY”, “Japanese yen” and “Yen” are to the lawful currency of Japan and references to “Swiss francs” or “CHF” are to the lawful currency of the Helvetic Confederation.

ISSUE OF NOTES

Notes will be issued on a continuous basis in series (each a “**Series**”) having one or more issue dates and (except in respect of the first payment of interest) on terms otherwise identical, the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on different issue dates. The specific terms of each Series (which will be supplemented where necessary with supplemental terms and conditions) will be set forth in final terms (the “**Final Terms**”) which will contain the information described under “General Information”.

DOCUMENTS INCORPORATED BY REFERENCE

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

1. the English language version of the registration documents for the financial years ended 31 December 2008 (the “**2008 Registration Document**”) and 31 December 2009 (the “**2009 Registration Document**”), excluding the statement of Dominique Ferrero at page 489 in the 2008 Registration Document and the statement of Laurent Mignon at page 495 in the 2009 Registration Document.
2. the English language version of the first update of the 2009 Registration Document containing Natixis’ interim results for the period ended 30 June 2010 (the “**First Update 2009 Registration Document**”), excluding the statement of Laurent Mignon at page 158.
3. the English language version of the press release dated 9 November 2010 containing Natixis’ unaudited consolidated results for the period ended 30 September 2010 (the “**Third Quarter Press Release**”).

Any statement contained in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Copies of documents deemed to be incorporated by reference in this Base Prospectus may be obtained free of charge, during usual business hours on any weekday (Saturdays and public holidays excepted) from the date hereof at the registered office of the Issuer and the specified office of the Fiscal Agent, the Registrar and the Paying Agents.

In addition, the documents incorporated by reference in this Base Prospectus are available on the Issuer’s website: www.natixis.fr and on the Luxembourg Stock Exchange’s website: www.bourse.lu.

Information incorporated by reference	Reference
Natixis unaudited consolidated results as at 30 September 2010	
Third quarter 2010 results	pages 2 to 13 of the Third Quarter Press Release
Natixis unaudited consolidated financial statements for the half-year ended 30 June 2010	
Overview of period	pages 7 to 10 of the First Update 2009 Registration Document
Analysis per division	pages 10 to 17 of the First Update 2009 Registration Document
Balance Sheet relating to the above	page 106 of the First Update 2009 Registration Document
Income Statement relating to the above	page 107 of the First Update 2009 Registration Document
Cash flow statements for half-year 2010 and 2009	pages 110 and 111 of the First Update 2009 Registration Document
Notes relating to the above	pages 112 to 155 of the First Update 2009 Registration Document

Free English language translation of the Review Report relating to the above	pages 156 to 157 of the First Update 2009 Registration Document
Natixis audited annual consolidated financial statements for the financial year ended 31 December 2009	
Balance Sheet relating to the above	pages 206 to 207 of the 2009 Registration Document
Income Statement relating to the above	page 208 of the 2009 Registration Document
Cash flow statements for 2009 and 2008	page 212 of the 2009 Registration Document
Notes relating to the above	pages 213 to 352 of the 2009 Registration Document
Free English language translation of the Audit Report relating to the above	pages 353 to 354 of the 2009 Registration Document
Natixis audited annual non-consolidated financial statements for the financial year ended 31 December 2009	
Balance Sheet relating to the above	pages 355 to 356 of the 2009 Registration Document
Income Statement relating to the above	page 357 of the 2009 Registration Document
Notes relating to the above	pages 358 to 403 of the 2009 Registration Document
Free English language translation of the Audit Report relating to the above	pages 404 to 405 of the 2009 Registration Document
Natixis audited annual consolidated financial statements for the financial year ended 31 December 2008	
Balance Sheet relating to the above	pages 195 to 196 of the 2008 Registration Document
Income Statement relating to the above	page 197 of the 2008 Registration Document
Cash flow statements for 2008 and 2007	page 200 of the 2008 Registration Document
Notes relating to the above	pages 201 to 334 of the 2008 Registration Document
Free English language translation of the Audit Report relating to the above	pages 335 to 336 of the 2008 Registration Document

Further, for the purposes of the Prospectus Directive, information can be found in such documents incorporated by reference or this Base Prospectus in accordance with the following cross-reference table (with reference to the relevant Sections of Annex XI of Regulation EC 809/2004 where applicable):

Annex

XI ref:	CATEGORY OF INFORMATION
4.	INFORMATION ABOUT THE ISSUER
4.1	<i>History and development of the Issuer</i>
4.1.1	<i>The legal and commercial name of the Issuer:</i> See page 446 of the 2009 Registration Document

- 4.1.2 *The place of registration of the Issuer and its registration number:*
See page 446 of the 2009 Registration Document
- 4.1.3 *The date of incorporation and the length of life of the Issuer:*
See page 446 of the 2009 Registration Document
- 4.1.4 *The domicile and legal form of the Issuer, the legislation under which the Issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office):*
See pages 446 and 506 (back page) of the 2009 Registration Document
- 4.1.5 *Any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency:*
See pages 3 to 21 of the 2009 First Update Registration Document
5. **BUSINESS OVERVIEW**
- 5.1. *Principal activities:*
- 5.1.1. *Brief description of the Issuer's principal activities stating the main categories of products sold and/or services performed:*
See pages 50 to 87 of the 2009 Registration Document
- 5.1.2 *Indication of any significant new products and/or activities:*
See pages 8 and 50 of the 2009 Registration Document
- 5.1.3 *Brief description of the principal markets in which the Issuer competes:*
See pages 164 to 167 and 290 to 295 of the 2009 Registration Document
6. **ORGANISATIONAL STRUCTURE**
- 6.1. *Brief description of the Group and of the Issuer's position within it:*
See pages 7 to 8 of the 2009 Registration Document
- 6.2 *If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence:*
See pages 4 and 5 and 133 to 134 of the 2009 Registration Document
9. **ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES**
- 9.1. *Names, business addresses and functions in the Issuer of the following persons, and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to the Issuer:*
(a) - *members of the administrative, management or supervisory bodies.*
See pages 17 to 19 of the 2009 Registration Document
See page 56 of the 2009 First Update Registration Document
- 9.2. *Potential conflicts of interest between any duties to the Issuer of the persons referred to in item 9.1 and their private interests and/or other duties:*
See page 47 and pages 464 to 493 of the 2009 Registration Document
10. **MAJOR SHAREHOLDERS**
- 10.1 *To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused:*
See pages 460 to 461 of the 2009 Registration Document

LEGAL AND ARBITRATION PROCEEDINGS

Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware) during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or the group's financial position or profitability, or provide an appropriate negative statement.

See pages 188 to 189 of the 2009 Registration Document

See page 90 of the 2009 First Update Registration Document

Information contained in the documents incorporated by reference other than the information listed in the tables above is for information purposes only.

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SUMMARY

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has not implemented the changes to the Summary requirements under the 2010 PD Amending Directive (as defined below)

This summary must be read as an introduction to this Base Prospectus. Any decision to invest in any Notes should be based on a consideration by any investor of this Base Prospectus as a whole, including any documents incorporated by reference and any supplement from time to time, by any investor. Following the implementation of the relevant provisions of the Prospectus Directive (but not including any amendment thereto pursuant to Directive 2010/73/EC) in each Member State of the European Economic Area (an “EEA State”), no civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus.

Where a claim relating to information contained in this Base Prospectus is brought before a court in an EEA State the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Words and expressions defined in “Terms and Conditions of the Notes” below shall have the same meanings in this summary.

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has implemented the changes to the Summary requirements under the 2010 PD Amending Directive (as defined below)

This summary must be read as an introduction to this Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Base Prospectus. Any decision to invest in the Notes should be based on a consideration by any investor of the Base Prospectus as a whole, including any documents incorporated by reference and any supplement from time to time. Following the implementation of the relevant provisions of the Prospectus Directive (Directive 2003/71/EC, as amended) in each Member State of the European Economic Area (an “EEA State”), no civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.

Where a claim relating to information contained in this Base Prospectus is brought before a court in an EEA State the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Words and expressions defined in “Terms and Conditions of the Notes” below shall have the same meanings in this summary.

Essential Characteristics and risks associated with the Issuer

Description of the Issuer

Natixis (formerly known as Natexis Banques Populaires) is a French limited liability company (*société anonyme à Conseil d'Administration*) registered with the *Registre du Commerce et des Sociétés de Paris* under No. 542 044 524. It is currently governed by the French commercial company regulations, the provisions of the French *Code monétaire et financier* and its bylaws. Its corporate existence is fixed by its bylaws for 99 years, expiring on 9 November 2093.

Formed from the combination at the end of 2006 of the corporate and investment banking and services activities of the Banque Populaire Group and the Caisse d'Epargne Group, Natixis is a key player in the European banking industry. It has a diversified portfolio of activities with solid business expertise, large customer bases and a strong international presence.

Natixis was created on November 17, 2006, on the occasion of the combined general meeting that approved, notably, the capital increase through a capital contribution in kind to Natexis Banques Populaires of a set of assets transferred by Caisse Nationale des Caisses d'Epargne (primarily IXIS Corporate & Investment Bank and IXIS Asset Management) and Banque Fédérale des Banques Populaires, and the new company name (changed from Natexis Banques Populaires to Natixis).

With effect as of 31 July 2009 (non inclusive), NATIXIS has been affiliated with BPCE, the central body for the banking group formed by the combination of Groupe Banque Populaire and Groupe Caisse d'Epargne, which closed on July 31, 2009. This affiliation with BPCE is governed by article L.511-30 of the French Monetary and Financial Code (Code Monétaire et Financier) and replaces, with effect as of same date, the dual affiliation of NATIXIS with Caisse Nationale des Caisses d'Epargne et de Prévoyance (CNCE) and Banque Fédérale des Banques Populaires (BFBP).

As central body and pursuant to article L. 511-31 of the French Monetary and Financial Code, BPCE is responsible for guaranteeing the liquidity and solvency of NATIXIS.

As at 31 December 2009, Natixis' total assets were €449 billion and its net income (group share) for the year ended 31 December 2009 was a negative number of - €1.7 billion.

Risk factors

Prospective investors should consider, among other things, the risk factors described in "Risk Factors" below, which describe more fully the following categories of risk factors related to the Issuer, its operations and its industry and which are inherent in investing in the Notes:

- Risks relating to the creation of Natixis,
 - Risks relating to Natixis' structure,
 - Risks relating to Natixis' operations and the banking sector, and
 - Risks relating to the "credit crunch" and the global financial crisis.
- (i) Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme include the following:

The Issuer and any of its subsidiaries and affiliates may (a) possess or acquire material information about underlying assets and/or (b) may engage in trading or hedging transactions involving the Notes, any underlying securities or other derivative products that may affect the value of the Notes. They have no obligation to disclose any such information or to refrain from engaging into any such activities. The Issuer assumes no responsibility whatsoever for any adverse impact on investments in the Notes.

The Issuer is exposed to the creditworthiness of its customers and counterparties.

Unforeseen events and/or states of emergency can lead to an abrupt interruption of the Issuer's operations, which can cause substantial losses and additional costs.

Any failure or interruption in the communications and information systems could have a material adverse effect on the Issuer's financial condition and results of operations.

It may not be possible for investors to effect service of process within the United States upon Natixis or its directors and executive officers or to enforce against any of them in the United States courts judgments obtained in United States courts.

- (ii) There are certain factors which are material for the purpose of assessing the risks related to Notes including the following:
 - (a) The Notes may provide for early redemption at the option of the Issuer. The yields received upon redemption may be lower than expected, and the redemption amount of the Notes may be lower than the purchase price for the Notes and part of the Noteholders' investment may be lost.
 - (b) Notes with variable interest rates can be volatile investments.
 - (c) The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities.
 - (d) Holders of Subordinated Notes generally face a higher performance risk than holders of Senior Notes.
 - (e) The impact on an individual Noteholder in relation to tax may differ from the situation described for Noteholders generally.
 - (f) Interest payments under the Notes made by paying agents in one Member State to individuals resident in another Member State of the EU may be subject to withholding tax.
 - (g) Investors in foreign currency Notes are exposed to the exchange rate volatility.
 - (h) Changes in market interest rates may adversely affect the value of Fixed Interest Rate Notes.

There can be no assurance that an active trading market for the Notes will develop, or be maintained.

Interest income and yield on Floating Rate Notes cannot be anticipated.

Due to their leverage effect, Zero Coupon Notes are associated with a particularly high price risk.

Index Linked Interest Notes, other variable-linked coupon amount Notes (including Equity Linked Notes), Index Linked Redemption Amount Notes and other variable-linked Redemption Amount Notes (including Equity Linked Notes) bear significant risks not associated with similar investments in a conventional fixed or floating rate debt security.

The Conditions of the Notes are governed by English law or French law, each in effect as at the date of this Base Prospectus.

Ratings may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Notes.

The market value of the Notes will be affected by the creditworthiness of the Issuer and additional factors, including the value and volatility of the reference assets or index, securities market interest and yield rates and the time remaining to maturity.

Essential Characteristics of the Programme and the Notes

Description of the Programme	Continuously Offered Medium Term Notes Programme (the “Programme”).
Issuer	NATIXIS The Issuer may issue Notes acting through its New York Branch,

	as specified in the applicable Final Terms.
Co-Arrangers	NATIXIS and Goldman Sachs International
Dealers	NATIXIS, Goldman Sachs International, Barclays Bank PLC, Deutsche Bank AG, London Branch, HSBC Bank plc, J.P. Morgan Securities Ltd., Merrill Lynch International, Mizuho International plc, Morgan Stanley & Co. International plc, Natixis Funding, Nomura International plc, The Royal Bank of Scotland plc, and UBS Limited. The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “ Dealers ” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in U.S. dollars, Australian dollars, Canadian dollars, euro, Hong Kong dollars, Japanese Yen, New Zealand dollars, Sterling, Swedish kronor or Swiss francs or in other currencies if the Issuer and the relevant Dealer(s) so agree.
Programme Limit	Up to €45,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time, including Notes issued by the Issuer through its New York Branch.
Denomination	Notes will be in such denominations as may be specified in the relevant Final Terms save that in the case of any Notes which are to be listed, such Notes will have a minimum denomination of €1,000 (or its equivalent in other currencies). Dematerialised Notes shall be issued in one Specified Denomination only.
Form of Notes	<p><i>English Law Notes</i></p> <p>Each Tranche of Notes (as defined in “Issue of Notes” below) in bearer form having an original maturity of more than one year, or, if the Notes are issued through the New York Branch, (i) having a maturity in excess of 183 days from their date of issue or (ii) having a maturity of less than 183 days with a nominal amount of less than U.S.\$500,000 or its equivalent, will initially be represented by a temporary Global Note and each other Tranche of Notes having an original maturity of one year or less will initially be represented by a permanent Global Note. Interests in temporary Global Notes will be exchangeable for interests in permanent Global Notes or, if so stated in the relevant Final Terms, for definitive Notes, in the case of Notes in bearer form after the date falling 40 days after the issue date upon certification as to non-U.S. beneficial ownership. Interests in permanent Global Notes will be exchangeable for definitive Notes in bearer form or (in the case of Exchangeable Bearer Notes) registered form, in each case,</p>

as described under “Summary of Provisions Relating to the Notes while in Global Form”. Registered Notes will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. If the Global Notes are stated in the applicable Final Terms to be issued in new global note form (“**New Global Notes**” or “**NGNs**”) or the Global Certificates are held under the New Safekeeping Structure (“**NSS**”) (as the case may be) the Global Notes or Global Certificates will be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”). Global Notes which are not issued in NGN form (“**Classic Global Notes**” or “**CGNs**”) and Global Certificates which are not held under the NSS may be deposited (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg on the issue date with a common depositary on behalf of Euroclear and Clearstream, Luxembourg or (b) in the case of a Tranche intended to be cleared through Euroclear France, on the issue date with Euroclear France acting as Central Depositary or (c) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear or Clearstream, Luxembourg or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer(s). Each series of Registered Notes which are sold in an “offshore transaction” within the meaning of Regulation S under the US Securities Act of 1933 (as amended) (the “**Securities Act**”) will initially be represented by a permanent registered global Certificate (each an “**Unrestricted Global Certificate**”), without interest coupons, which may (or in the case of Notes listed on the regulated market of the Luxembourg Stock Exchange will) be deposited on the issue date with a common depositary on behalf of Euroclear and Clearstream, Luxembourg. An Unrestricted Global Certificate in respect of a Tranche of Notes that is not to be listed on the regulated market of the Luxembourg Stock Exchange may be cleared through a clearing system other than or in addition to Euroclear, Clearstream, Luxembourg or DTC (as defined below) or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer.

French Law Notes

French Law Notes may be issued in either dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).

Dematerialised Notes may, at the option of the Issuer, be issued in bearer dematerialised form (*au porteur*) or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant holder, in either *au nominatif pur* or *au nominatif administré* form. No physical documents of title will be issued in respect of Dematerialised Notes. See “Terms and

	<p>Conditions of the Notes - Form, Denomination, Title and Redenomination”.</p> <p>Materialised Notes will be in bearer materialised form only. A Temporary Global Certificate will be issued initially in respect of each Tranche of Bearer Materialised Notes. Materialised Notes may only be issued outside France.</p> <p>Unless otherwise specified in the relevant Final Terms, French Law Notes may not be offered or resold within the United States or to, or for the account or benefit of, U.S. persons.</p>
Redemption	<p>Notes may be redeemed at their nominal amount or at a variable (including Index-Linked or Equity Linked Notes) amount, or (in the case of Equity Linked Notes) by physical delivery. Notes may be redeemable in whole at maturity or in instalments on specified dates and in specified amounts.</p>
Optional Redemption	<p>Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, if so specified in the relevant Final Terms.</p>
Redenomination, Renominalisation and/or Consolidation	<p>Notes denominated in a currency that may be converted into euro may be subject to redenomination, renominalisation and/or consolidation with other Notes denominated in euro.</p>
Interest	<p>The relevant Final Terms will specify whether the Notes bear interest and the method of, and the periods for, the calculation of any such interest, and the specified date(s) for payment in each year.</p> <p>Notes may be Fixed Interest Notes, Floating Rate Notes, Index Linked Interest Notes, Zero Coupon Notes, high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse dual currency Notes, optional dual currency Notes, partly-paid Notes. These and any other type of Notes that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.</p>
Status of Notes	<p>The obligations of the Issuer under the Notes may be unsubordinated (“Senior Notes”) or subordinated (“Subordinated Notes”). Senior Notes will constitute direct unsecured and unsubordinated obligations of the Issuer. Subordinated Notes, which may be dated or undated, and ordinary Subordinated Notes (“Ordinary Subordinated Notes”) or deeply Subordinated Notes (“Deeply Subordinated Notes”), will constitute direct subordinated and unsecured obligations of the Issuer, and their proceeds may constitute <i>fonds propres de base</i> (“Tier 1 Capital”) within the meaning of Article 2 of Regulation 90-02 of 23 February 1990, <i>fonds propres complémentaires</i> within the meaning of Article 4(c) of <i>Règlement</i> no. 90-02 of 23 February 1990 (“Upper Tier 2 Capital”), or <i>fonds propres complémentaires</i> within the meaning of Article 4(d) of Regulation no. 90-02 of 23 February 1990 (“Lower Tier 2 Capital”, and together with Upper Tier 2 Capital, “Tier 2 Capital”), in each case, of the <i>Comité de la Réglementation Bancaire et Financière</i>, all as described in “Terms</p>

and Conditions of the Notes – Status” and/or in the applicable Final Terms. See also “New York and United States Banking Regulation and Supervision” in relation to Notes issued through the New York Branch.

Negative Pledge

There will be a negative pledge in respect of Senior Notes, as set out in “Terms and Conditions of the Notes —Negative Pledge”.

Events of Default

Senior Notes may become immediately redeemable by notice by a holder upon the occurrence of certain Events of Default as defined and described under “Terms and Conditions of the Notes – Events of Default”.

Taxation

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or (in the case of Notes issued through the New York Branch) the United States of America or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If French law or (in the case of Notes issued through the New York Branch) the law of the United States of America should require that payments of principal or interest by or on behalf of the Issuer in respect of the Notes be subject to withholding or deduction in respect of any taxes or duties, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that holders of Notes, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such withholding or deduction, except in limited cases set out under Condition 8. See "Taxation – France".

United States: Notes issued through the New York Branch are subject to U.S. tax law requirements. See “Taxation- United States”.

Governing Law

As specified in the relevant Final Terms, the Notes are governed by, and shall be construed in accordance with either English law (other than the provisions of Condition 3(b)(x), relating to Subordinated Notes which are governed by, and shall be construed in accordance with, French law), or French law.

Listing and admission to trading

Application has been made for Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or the Euro MTF market during the period of twelve months after the date of publication of this Base Prospectus in accordance with Article 14 of Directive 2003/71/EC (as amended by Directive 2010/73/EC (the "**2010 PD Amending Directive**")), (the "**Prospectus Directive**") and Article 16 of the Luxembourg law of 10 July 2005 implementing the Prospectus Directive. References in this Document to the "**Luxembourg Stock Exchange**" (and all related references) shall include the Luxembourg Regulated

Market and/or the Euro MTF market, as the case may be (as specified in the applicable Final Terms). In addition, references in this document to Notes being “**listed**” (and all related references) shall mean that such Notes have been listed on the Luxembourg Stock Exchange or, as the case may be, a Regulated Market (as defined below) or other stock exchange(s). The Programme provides that Notes may be listed on such other or further stock exchanges as may be agreed between the Issuer and the relevant Dealer(s), and may also be unlisted. The relevant Final Terms the form of which is contained in the Base Prospectus in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Luxembourg Stock Exchange (or any other stock exchange). The Luxembourg Regulated Market is a regulated market for the purposes of the MIFID Directive (a “**Regulated Market**”).

Rating

Tranches of Notes to be issued under the Programme may be rated or unrated, as disclosed in the relevant Final Terms.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, downgrade or withdrawal at any time by an assigning rating agency and any rating should be evaluated independently of any other.

Clearing Systems

Clearstream, Luxembourg, Euroclear, DTC, Euroclear France and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer and the relevant Dealer.

Selling Restrictions

The European Economic Area (including in particular the United Kingdom, France, Italy and The Netherlands), Japan, Hong-Kong, Singapore, Switzerland, Taiwan and the United States. See “Plan of Distribution”. In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed which will be set out in the relevant Final Terms.

The Issuer is a Category 2 issuer for the purposes of Regulation S under the Securities Act. Registered Notes may be sold to “qualified institutional buyers” in accordance with Rule 144A. See “Transfer Restrictions”.

Bearer Notes and Materialised Notes (together, the “**TEFRA Notes**”) will be issued in compliance with U.S. Treas. Reg. §1.163.5(c)(2)(i)(D) (the “**D Rules**”) unless (i) the relevant Final Terms states TEFRA Notes are issued in compliance with U.S. Treas. Reg. §1.163.5(c)(2)(i)(C) (the “**C Rules**”) or (ii) the TEFRA Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the U.S. Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant applicable Final Terms as a transaction to which TEFRA is not applicable.

The TEFRA rules do not apply to any Dematerialised Notes.

Transfer Restrictions

There are restrictions on the transfer of Registered Notes sold pursuant to Rule 144A under the Securities Act. See “Transfer

Restrictions” and “Plan of Distribution”.

Consolidation

Notes of one Tranche may be consolidated with those of another Tranche all as described in the “Terms and Conditions of the Notes”.

Use of Proceeds

The net proceeds of issues of Notes will be used by the Issuer for general banking purposes, or for general working capital. In relation to Subordinated Notes, the use of proceeds will be set out in the relevant Final Terms.

RISK FACTORS

Prospective purchasers of the Notes offered hereby should consider carefully, in light of their financial circumstances and investment objectives, all of the information in this Base Prospectus (including that incorporated by reference) and, in particular, the risk factors set forth below in making an investment decision.

Natixis operates in an environment that presents inherent risks, some of which it cannot control. Certain risks to which Natixis is exposed are identified below, it being emphasized that it is not an exhaustive list of all risks taken by Natixis in relation to its business or in consideration of its environment. The risks set out below, as well as other currently unidentified risks or which are currently considered immaterial by Natixis, may have a material adverse impact on its operations, financial position and/or results.

Natixis' sensitive exposures are detailed in accordance with the recommendations of the Financial Stability Forum.

Risks related to the Macroeconomic Environment and the Financial Crisis

Adverse market or economic conditions may cause a decrease in the net banking income, profitability and financial position of Natixis

Natixis' businesses are very sensitive to changes in financial markets and to economic conditions generally in France, in Europe and the rest of the world. During the 2008 financial year and the first half of 2009, Natixis' results and financial condition suffered significantly as a result of the disruptions that affected all markets throughout the world.

In the future, significant disruptions to the overall economic situation could have an adverse impact on Natixis' results and financial condition.

The possible strengthening of regulations applicable to the financial sector, dictated by the financial crisis, could give rise to the introduction of new compliance restrictions

Governments (including countries where Natixis entities are established) have reacted to the financial crisis by adopting a certain number of precautionary measures. Others are still under consideration. The analysis and interpretation of these measures, which arise from diverse and sometimes contradictory sources, may generate new pressures for Natixis in its efforts to comply with the new precautionary measures. The implementation of and compliance with these measures could cause an increase in Natixis' costs and an increase in regulatory capital and liquidity requirements. The scale of these measures and their impact (in particular those that are still being examined) on the situation of financial markets generally and Natixis in particular are difficult to determine at this point. In addition, a certain number of exceptional measures taken by governments (support measures), central banks (lowering of key interest rates) and regulators to remedy the financial crisis, stabilize financial markets and support financial institutions have recently been, or soon could be, suspended or stopped, which in a context of a still weak recovery could have an adverse impact on the business conditions of financial institutions. Furthermore, central banks could decide at any time, with or without prior consultation, to change their monetary policy (notably to increase their key interest rates) and adjust their policy as regards liquidity to take account of the relative stabilization of money and financial markets, which could cause a potential sudden drying up of liquidity in these markets and more generally in the economy. In a context of a still weak recovery, such developments could have a negative impact on the environment in which financial institutions operate and, as a result, have an adverse impact on Natixis' financial position and results.

Conditions in the financial markets, particularly the primary and secondary debt markets, may have a significant negative effect upon Natixis

Since the formation of BPCE, the refinancing of Natixis over the medium-long term is carried out at the Groupe BPCE level through BPCE S.A. Even if market conditions have largely stabilized in recent months, they could deteriorate in the future and BPCE, which finances itself, amongst others, on international debt markets, could encounter difficulties in issuing these instruments under reasonable conditions.

Natixis has suffered significant losses, and may continue to suffer losses, on its portfolio of assets affected by the financial crisis (GAPC assets)

Natixis has recorded significant losses on GAPC assets leading to a net loss attributable to the Group of €1.7 billion. The GAPC credit portfolio today benefits from its 85% cover of the Guarantee provided by BPCE . This risk henceforth concerns a reduced volume of assets.

Risks related to the Links with BPCE and the Banques Populaires and Caisses d'Epargne networks

Natixis' principal shareholder has a significant influence on certain corporate actions

BPCE, Natixis' principal shareholder, held 71.54% of its capital (and 71.66% of its voting rights) at 31 December 2009. As a result BPCE is in a position to exercise a significant influence on the appointment of Natixis' directors and officers as well as any other corporate decision requiring shareholder approval. It is possible that the interests of BPCE in relation to these decisions could differ from those of other Natixis shareholders.

The risk management policies and procedures of Natixis are subject to the approval and control of BPCE

BPCE, as the central institution, is required to oversee compliance, by the entire Groupe BPCE to which Natixis belongs, with regulations applicable to the banking sector in force in France in areas such as regulatory capital adequacy and risk management requirements. As a result, BPCE has been given significant rights of approval over important aspects of Natixis' risk management policies. In particular, BPCE has the power to approve the appointment or removal of Natixis' director of internal audit, as well as certain aspects of risk management such as the approval of credit limits and the classification as doubtful loans of loans granted to customers common to Natixis and Groupe BPCE. BPCE's interests (on behalf of Groupe BPCE) concerning risk management may differ from those of Natixis.

Natixis' refinancing is through BPCE

As indicated above, since the creation of BPCE, Natixis' medium-term refinancing has been carried out through BPCE. The cost of this refinancing is therefore dependent on the financial structure and ratings of Groupe BPCE.

Natixis depends upon the performances of the Banque Populaire and Caisse d'Epargne networks

Natixis' income depends partly on performances of the Banque Populaire and Caisse d'Epargne networks, both through services provided to their customers and through the share of the net income related to the 20% shareholding in the share capital of each Banque Populaire and each Caisse d'Epargne, in the form of cooperative investment certificates ("CCIs") issued by each of these entities.

Natixis has no voting rights with respect to the cooperative investment certificates representing 20% of the share capital of Banques Populaires and Caisses d'Epargne

As indicated above, Natixis holds 20% of the share capital of Banques Populaires and Caisses d'Epargne, in the form of CCIs. These CCI s are non-voting securities, with different rights from those attached to cooperative shares issued by Banques Populaires and Caisses d'Epargne. Although Natixis is entitled to participate in meetings of the member-stakeholders ("sociétaires") of Banques Populaires and Caisses

d'Epargne, it is not entitled to vote at these meetings and has no control over decisions requiring approval by the shareholders of Banques Populaires and Caisses d'Epargne. However, Natixis has significant influence over the Banques Populaires and the Caisses d'Epargne as a result of various rights granted to it in relation to agreements entered into at the time CCI s were acquired by Natixis.

Natixis cannot freely sell its 20% equity interests in Banques Populaires or Caisses d'Epargne, and in some circumstances could be required to resell them

Approval Procedure

Pursuant to agreements made when the CCI s were acquired, Natixis may only sell all or part of its 20% holding in Banques Populaires with the prior consent of the Board of Directors of the Banque Populaire concerned and all or part of its 20% holding in the Caisses d'Epargne with the prior agreement of the BPCE. In the event of refusal, the Banque Populaire will be required to repurchase the relevant equity interests from Natixis at a price that will be determined by taking account of the proportionate share of the net assets to which this holding gives a right and by respecting the valuation methods used to value this holding at the time of its acquisition by Natixis. This repurchase price could thus differ from the price that Natixis would have obtained from the proposed buyer. In addition, the mere existence of the approval right could make it difficult for Natixis to sell these holdings.

Compulsory Repurchase

Moreover, if BPCE ceased to control Natixis, or if certain legislative or regulatory changes or other events occurred, Banques Populaires, Caisses d'Epargne or BPCE, according to the case, would also have the right to purchase its 20% holding from Natixis at a price that will be determined by taking into account, notably, the share of net assets to which this investment gives a right, and by following the valuation methods employed to value this investment when it was acquired by Natixis. The repurchase price may thus be different from the price that Natixis could obtain through a sale to an independent third party.

In the event of the implementations of these repurchases of holdings under the approval procedure or by compulsory repurchase, Natixis would no longer have any financial interest in the results of the Banques Populaires or Caisses d'Epargne bank, or banks, concerned, and its ability to sell products and services through the Banques Populaires or Caisses d'Epargne bank, or banks concerned, could be impacted.

Natixis is obliged to maintain its holding in the capital of each of the Banques Populaires and Caisses d'Epargne at 20%

Pursuant to agreements entered at the time of the acquisition of CCIs, Natixis is obliged to maintain its holding in the capital of each of the Banques Populaires and Caisses d'Epargne at 20%. As a result, during any issue of new shares of a nature to dilute Natixis' shareholding, Natixis must subscribe to additional CCIs so as to maintain its shareholding at 20%.

Risks relating to Natixis' Operations and the Banking Sector

Natixis is exposed to several categories of risk inherent to banking operations

There are four main categories of risk (credit risk, market, liquidity and finance risk, operational risk and insurance risk) inherent to Natixis' operations.

The risk factors described in the following paragraphs (and above under the "Risks related to the financial crisis" heading) detail or illustrate by specific examples these different types of risks, and also describe other risks to which Natixis is exposed.

Credit Risk (for further details refer to Section 5.3 of the Management Report and Section B (Section 4.1) of the Chairman's Report)

Credit risk is the risk of financial loss on Natixis debts due to the inability of a debtor to honor its contractual obligations. The assessment of this probability of the inability to repay and the expected recovery in this event are essential elements in the measurement of the credit quality. The debtor may be a bank, an industrial or commercial company, a sovereign state and its various entities, an investment fund, or a natural person. Credit risk increases in periods of economic uncertainty such as that currently experienced in the market, insofar as these conditions may lead to a higher level of default.

Credit risk affects lending operations as well as other operations exposing Natixis to the risk of counterparty default, notably its trading operations in financial instruments on capital markets and its settlement operations. For instance, a default by a bank could directly and significantly affect Natixis through its trading positions and relations with the said bank. Credit risk also exists in Natixis' credit insurance and factoring businesses, even if the risk lies at the level of default of the customers of the debtor, rather than the debtor itself.

Market, Liquidity and Financing Risk

Market risk

Market risk is the risk of loss in value caused by any adverse movements of market parameters. These parameters include, notably, bond prices, interest rates, securities and commodities prices, derivatives prices and prices of all other assets, notably real estate and foreign exchange rates.

Asset liquidity is also an important component of market risk. In the event of insufficient or non-existent liquidity (for example due to a reduction in the number of transactions or of a large imbalance in the supply and demand of certain assets), a financial instrument or any other tradable asset may be unable to be traded at its estimated value. The lack of liquidity may reflect reduced access to capital markets, unforeseen cash or capital requirements, or legal restrictions. Market risk affects Natixis' trading and non-trading portfolios. In non-trading portfolios, market risk encompasses:

- the overall interest-rate risk associated with asset and liability management, which is the risk to earnings arising from asset and liability mismatches in the banking book or in the insurance business;
- the risk associated with investment operations, which depends directly on fluctuations in the value of invested assets in securities portfolios; and
- the risk associated with other operations, notably real estate, which is indirectly affected by changes in the value of negotiable assets held in the normal course of business.

The Management report details:

- the organization of the control of market risks. The control of market risks is essentially the responsibility of the Market Risk Department that defines risk measurement methodologies, advises limits and ensures the monitoring of all market risks within Natixis' consolidation scope. The market risk control system is based on a delegated architecture, in which the Group Risk Committee is the General Committee and within which the Market Risk Committee plays an essential role;
- the measurement of market risks (synthetic measures of Value at Risk, operational indicators used to manage activity on an overall basis and/or by homogenous activity, by focusing on more directly observable criteria, stress tests consisting of measuring potential losses suffered by portfolios in extreme market conditions);
- the quantitative data for measuring Natixis' market risk; and
- regulatory capital asset requirements.

Overall interest-rate risk, liquidity and structural change risk

The overall interest rate risk is defined as the risk of loss on the bank book caused by an adverse change in interest rates due to a mismatch between the nature of interest rates on assets and liabilities. At Natixis this risk is essentially linear and focused on the euro and the US dollar, resulting primarily from mismatched positions between contractual transactions. The most significant positions concern exposures over the short end of yield curves and are, notably, linked to the lag between LIBOR reset dates.

Liquidity risk is the risk that Natixis is unable to meet its commitments to its creditors due to a mismatch between the durations of assets and liabilities. This risk could arise, for example, in the event of massive withdrawals of customer deposits or a crisis of confidence or an overall market liquidity crisis. As a corporate and investment bank, this risk for Natixis results primarily from mismatched positions between transactions with contractual maturities as Natixis does not have stable and permanent customer resources and partly funds itself on the markets. After a difficult first quarter in 2009 still marked by the consequences of the collapse of Lehman Brothers in September 2008, Natixis recovered access to satisfactory liquidity during the second quarter as a result of a return of investor confidence and a gradual return to normal of efficient market operation.

The risk of structural change is defined as the risk of loss of transferable equity caused by an adverse movement in exchange parities against the euro. Natixis' risk of structural change for the most part concerns the structural positions in the US dollar due to the presence of foreign branches and subsidiaries funded in this currency in its consolidation scope.

Operational risks

Operational risk is the risk of losses due to inadequate or failed internal processes, or due to external events, whether deliberate, accidental or natural occurrences. Internal procedures include, but are not limited to, Human Resources and information systems. External events include, amongst others, floods, fires, earthquakes, fraud or even terrorist attacks.

Legal risk is also a component of operational risk.

Today, as far as Natixis is aware, there are no government or legal proceedings, or arbitrages likely to have, or having recently had, significant impacts on the financial position or profitability of Natixis S.A. and its subsidiaries.

The Insurance Department – reporting to the Legal Department in the Corporate Secretary's office – is tasked with analyzing insurable operational risks and taking out appropriate insurance cover against them. The purchase of insurance policies from leading insurers allows for the compensation of potentially significant damages resulting from fraud, embezzlement and theft, operating losses or implicating Natixis' civil liability and its subsidiaries or employees for which it is responsible.

Insurance risk

Insurance risk is the risk to profits of any lag between expected and incurred claims. According to the insurance products concerned, the risk varies according to macroeconomic changes, changes in customer behavior, changes in public health policy, pandemics, accidents and natural catastrophes (such as earthquakes, industrial accidents or acts of terrorism or war). As mentioned previously, the credit insurance business is also subject to credit risk.

For Natixis Assurance, the risks supported find their origin in the marketing in France and internationally of savings and provident insurance contracts. The principal risks are of a financial nature, such as the risk of no longer being able to service a minimum contracted rate in the event of lower interest rates, risk of contract repurchases in the event of higher interest rates, credit risk, etc.

New strategy

In August 2009, Natixis announced its intention to implement a new strategy aimed at simplifying and clarifying its governance, increasing synergies with retail networks, reinforcing the integration of teams and “customer focus”, and improving the method of operation of support functions. Even if Natixis considers that these new strategic directions provide it with several opportunities, Natixis will continue to face uncertainties given the current state of the global economy, and no guarantee may be given as to the realization of the objectives of this strategy.

If Natixis decided to dispose of certain operations, the sale price could turn out to be lower than expected and Natixis could have to continue to bear significant risks stemming from these operations as a result of guarantees or indemnities of liabilities that it may have to grant to the buyers concerned.

Any substantial increase in provisions or loss in excess of the previously recorded level of provisions could adversely affect Natixis’ operating income or financial position

In its lending operations, Natixis periodically establishes provisions for loan losses, which are recorded in its income statement under the “cost of risk” heading. Natixis’ overall level of provisions is based upon its assessment of prior loss experience, the volume and type of loans granted, market practices, past due loans, economic conditions and other factors reflecting the recovery rate of various loans. Although Natixis endeavors to establish a sufficient level of provisions, its lending businesses may lead it to increase their provisions for loan losses in the future in the event of an increase in non-performing assets and/or deteriorating economic conditions, leading to an increase in counterparty defaults and bankruptcies, or for any other reason. Any significant increase in provisions for losses or a significant change in Natixis’ estimate of the risk of loss on its portfolio of non-impaired loans, as well as any incidence of losses in excess of provisions constituted in relation to the loans in question, could have an adverse effect on Natixis’ results and financial position.

Natixis’ ability to attract and retain qualified employees is critical to the success of its business and any failure to do so may significantly affect its performance

Natixis’ employees are one of its most important resources and there is intense competition to attract qualified employees in many areas of the financial services industry. Natixis’ results depend on its ability to attract new employees and to retain and motivate its existing employees.

Future events may differ from those reflected in the assumptions used by management in the preparation of Natixis’ financial statements, which may cause unexpected losses in the future

Pursuant to the IFRS rules and interpretations currently in force, Natixis is required to use certain estimates in the preparation of its financial statements, including accounting estimates to determine provisions relating to loans and doubtful debts, provisions relating to possible litigation, and the fair value of certain assets and liabilities. If the values used for these items by Natixis should prove to be significantly inaccurate, particularly in the event of significant and/or unexpected market movements, or if the methods by which they are determined should be changed under future IFRS rules or interpretations, Natixis may be exposed to unanticipated losses.

Market fluctuations and volatility may expose Natixis to the risk of losses in relation to its trading and investment operations

As part of its trading and investment operations, Natixis takes positions in the bond, currency, commodity and equity markets, as well as in unlisted securities, real estate and other asset classes. Market volatility and change could have an unfavorable impact on these positions. Such losses, if significant, could adversely affect Natixis’ net income and financial position.

Natixis may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns

A market downturn, such as that recently observed, is likely to lead to a decline in the volume of transactions that Natixis executes for its customers and as a market maker, and, therefore, to a decline in its net banking income from these operations. In addition, as management fees that Natixis charges its customers' portfolios are in many cases based on the value or performance of the portfolios, any market downturn that reduces the value of these portfolios or increases the amount of withdrawals would reduce the revenues Natixis receives from its asset management and private banking businesses.

Independently of market changes, any under-performance of Natixis' asset management business may result in a decline in assets managed (in particular, as a result of buybacks of mutual funds) fees, premiums and other management remuneration received by Natixis.

Significant interest rate changes could adversely affect Natixis' net banking income or profitability

The amount of net interest income received by Natixis during any given period significantly affects its net banking income and profitability for that period. In addition, significant changes in interest-rate spreads applicable to loans, such as the recent widening of these spreads, can have an influence on the net income of Natixis. Interest rates respond to many factors over which Natixis has no influence. Changes in market interest rates may affect interest rates charged on interest-earning assets differently than the interest rates paid on the contracted liability. Any adverse change in the yield curve could cause a decline in Natixis' net interest income from lending operations. In addition, increases in the interest rates on Natixis' shortterm funding and maturity mismatches are likely to affect its profitability. High or rising interest rates and/or increasing credit spreads, especially if such changes occur rapidly, may create a less favorable environment for certain of Natixis' businesses.

Changes in exchange rates can significantly affect Natixis' results

Natixis conducts a significant portion of its business outside France, in particular in the United States, and its net banking income and results can be affected by exchange rate fluctuations. Whilst Natixis incurs expenses in currencies other than the euro, these only partially offset the impact of changes in exchange rates to a fall in net banking income. Natixis is particularly exposed to changes in the exchange rate between the United States dollar and the euro, as a significant portion of its net banking income and operating income is realized in the United States. Natixis enters into transactions to hedge its exposure to exchange rate risks under its overall risk management policy. However, these transactions may not fully offset the impact of unfavorable foreign exchange rates on Natixis' operating income and may even, under certain hypothetical situations, amplify them.

Any interruption or failure of Natixis' information systems, or those of third parties, may result in lost business and other losses

Like most of its competitors, Natixis relies heavily on its communication and information systems as its operations require it to process a large number of increasingly complex transactions. Any breakdown, interruption or failure of these systems could result in errors or interruptions to customer relationship management, general ledger, deposit, transaction and/or loan processing systems. If, for example, Natixis' information systems failed, even for a short period of time, it would be unable to meet customers' needs in a timely manner and could thus lose transaction opportunities. Likewise, a temporary breakdown of Natixis' information systems, despite back-up systems and contingency plans, could result in considerable information retrieval and verification costs, and even a decline in its proprietary business if, for instance, such a breakdown occurred during the implementation of hedging operations. The inability of Natixis' systems to accommodate an increasing volume of transactions could also constrain its ability to develop its businesses.

Natixis also faces the risk of an operational failure or termination by one of its clearing agents, foreign exchange markets, clearing houses, custodians or other financial intermediaries or external service providers

that it uses to execute or facilitate its operations on securities. As its interconnectivity with its customers grows, Natixis may also be increasingly exposed to the risk of operational failure of its customers' information systems. Natixis cannot provide assurances that such breakdowns or interruptions in its systems or in those of other parties will not occur or, if they do occur, that they will be adequately resolved.

Unforeseen events may cause an interruption of Natixis' operations and cause substantial losses as well as additional costs

Unforeseen events such as a severe natural disaster, a pandemic, terrorist attacks or any other states of emergency could lead to an abrupt interruption of Natixis' operations and cause substantial losses insofar as they are not covered or are insufficiently covered by an insurance policy. These losses could relate to property, financial assets, market positions and key employees. Such unforeseen events may, additionally, disrupt Natixis' infrastructure, or that of third parties with which it conducts business, and could also lead to additional costs (such as relocation costs of employees affected) and increase Natixis' costs (in particular insurance premiums). Subsequent to such events, Natixis may be unable to insure certain risks resulting in an increase in Natixis' overall risk.

Natixis may be vulnerable to political, macroeconomic and financial environments or specific circumstances in the countries where it does business

Natixis is subject to country risk, which is the risk that economic, financial, political or social conditions in a foreign country will affect its financial interests. Natixis does business throughout the world, including in developing regions of the world commonly known as emerging markets. In the past, many countries referred to as emerging markets have experienced severe economic and financial disruptions, including devaluations of their currencies and capital and currency exchange controls, as well as low or negative economic growth. Natixis' businesses and revenues derived from operations and trading outside the European Union and the United States, although limited, are subject to risk of loss from various unfavorable political, economic and legal developments, including currency fluctuations, social instability, changes in governmental policies or policies of central banks, expropriation, nationalization, confiscation of assets and changes in legislation relating to local ownership.

Today the six principal countries (outside the European Union and the United States) in which Natixis would be exposed are: The United Arab Emirates, India, Russia, Brazil, Hong Kong and South Korea.

Natixis is subject to significant regulation in France and in several other countries around the world where it operates; regulatory actions and changes in these regulations could adversely affect Natixis' business and results

Several supervisory and regulatory regimes apply to Natixis in each of the countries where it conducts its business. In addition to the damage to its reputation, non-compliance with these regulations could expose Natixis to significant intervention by regulatory authorities and, to fines, public warnings by the authorities, suspensions of operations or, in extreme cases, withdrawal of Natixis' operating authority. The financial services industry has experienced increased scrutiny from several regulatory authorities in recent years, as well as an increase in the penalties and fines imposed by these regulatory authorities, a trend that may be accelerated in the current financial context. Natixis' operations and its income may be affected by various measures and actions taken by French regulatory authorities, by the European Union, by foreign governments or international organizations. Such constraints could limit Natixis' ability to develop its businesses or to pursue certain operations. The nature and impact of these potential changes in regulatory policies and actions are unpredictable and Natixis has no way of controlling them.

Such changes could include, but are not limited to, the following:

- the monetary, interest rate and other policies of central banks and regulatory authorities;

- general changes in government or regulatory policy likely to significantly influence investor decisions, in particular in markets where Natixis operates;
- general changes in regulatory requirements, notably prudential rules relating to the regulatory capital adequacy framework, such as the modifications being made to the regulations implementing the Basel II requirements;
- changes in rules and procedures relating to internal controls;
- changes in the competitive environment and prices;
- changes in financial reporting rules;
- expropriation, nationalization, price controls, exchange controls, confiscation of assets and changes in legislation relating to foreign property rights; and
- any adverse change in the political, military or diplomatic environments creating social instability or an uncertain legal situation capable of affecting the demand for the products and services offered by Natixis.

Tax law and its application in France and in the countries where Natixis operates are likely to have a significant impact on Natixis' results

As a multinational banking group involved in complex and large-scale cross-border transactions, Natixis is subject to tax legislation in a large number of countries throughout the world and Natixis structures its operations globally in order to optimize its effective tax rate. Changes to tax legislation or its application by the competent authorities in these countries may have a significant impact on Natixis' results. Natixis has introduced management processes whose objective is to create value from the synergies and business capabilities of its different entities. Natixis also endeavors to structure the financial products sold to its customers by optimizing their tax position. The structures of Natixis' intra-group transactions and financial products sold by Natixis are based on Natixis' own interpretations of applicable tax laws and regulations, generally on the basis of opinions received from independent tax counsel and, on an ad hoc basis, to the extent necessary, on rulings or specific interpretations from the tax authorities. There can be no assurance that the tax authorities will not seek to challenge such interpretations in the future, in which case Natixis could be subject to tax reassessments.

Despite the risk management policies, procedures and methods put in place, Natixis may be exposed to unidentified or unanticipated risks, likely to give rise to significant losses

Natixis' risk management techniques and policies may not be effective in limiting its exposure to any type of market environments or all types of risk, including risks that Natixis has not been able to identify or anticipate. The risk management techniques and strategies used by Natixis may no longer enable an effective reduction of risk to be guaranteed under all market configurations. These techniques and strategies may not be effective against certain risks, particularly those that Natixis has not previously identified or anticipated. Some of Natixis' qualitative tools and metrics used to manage risk are based upon its use of observed historical market behavior. Natixis uses tools to analyze these observations, notably statistically, to quantify its risk exposure. The tools and metrics used may provide erroneous conclusions as to future risk exposures, notably because of factors that Natixis has not anticipated or correctly assessed in its statistical models, or because of unexpected and unprecedented market movements. This would limit Natixis' ability to manage its risks. The losses borne by Natixis could prove to be significantly greater than those forecast in the light of historical averages. In addition, Natixis' quantitative models do not incorporate all risks. Certain of Natixis' risks are subject to a more qualitative analysis that could prove insufficient and thus expose it to significant and unanticipated losses. In addition, while no material issue has been identified to date, the risk management systems are subject to the risk of operational failure, including fraud.

The hedging strategies implemented by Natixis do not eliminate all risk of loss

Natixis could suffer losses if one or other of the various instruments and hedging strategies that it uses to hedge the various types of risk to which it is exposed proved ineffective. Many of these strategies are based on observation of historical market behavior and historical correlation analysis. For example, if Natixis holds a long position in an asset, it could hedge the risk by taking a short position in another asset whose change in the past has allowed it to off-set the change in the long position. It could be the case that Natixis may only be partially hedged, or that these strategies do not fully hedge future risks or that they do not allow an effective reduction of risk or even cause a growth in risks. Any unexpected market development, such as the one currently experienced in international financial markets since the second half of 2007, may also reduce the effectiveness of these hedging strategies. In addition, the manner in which gains and losses resulting from certain ineffective hedges are recorded may increase the volatility of Natixis' reported earnings.

Natixis may encounter difficulties in identifying, executing and integrating its policy in relation to acquisitions or joint ventures

Even though external growth does not constitute a significant part of its current strategy, in the future, Natixis may consider external growth or partnership opportunities from time to time. Even though Natixis plans to perform in-depth reviews of companies that it will acquire or joint ventures into which it will enter, it is generally not feasible for these reviews to be comprehensive in all respects. As a result, Natixis may have to assume liabilities unforeseen initially. Similarly, the results of the acquired company or joint venture may prove disappointing and the expected synergies may not be realized in whole or in part, or the transaction may even give rise to higher than forecast costs. Natixis may also encounter difficulties in the integration of a new entity. The failure of an announced external growth operation or the failure to integrate the new entity or joint venture is likely to materially affect Natixis' profitability. This situation could also lead to the departure of key employees. Insofar as Natixis may feel compelled to offer its employees financial incentives in order to retain them, this situation could also result in increased costs and an erosion of profitability. In the case of joint ventures, Natixis is subject to additional risks and uncertainties in that it may be dependent on, and subject to liability, losses or reputational damage relating to systems, controls and personnel that are not under its control. In addition, conflicts or disagreements between Natixis and its joint venture partners may negatively impact the benefits intended to be achieved by the joint venture.

Intense competition, both in Natixis' home market of France, its largest market, and internationally, could adversely affect Natixis' net banking income and profitability

Competition is intense in all of Natixis' primary business areas in France and in other areas of the world where it has significant operations. Consolidation, both in the form of mergers and acquisitions and through alliances and cooperation, is increasing competition. Consolidation has created a number of firms that, like Natixis, have the ability to offer a wide range of products and services. Natixis competes with other entities on the basis of a number of factors, including transaction execution, products and services offered, innovation, reputation and price. If Natixis is unable to maintain its competitiveness in France or in its other major markets with attractive and profitable product and service offerings, it may lose market share in important areas of its business or incur losses on some or all of its operations. In addition, downturns in the global economy or in the economy of Natixis' major markets are likely to increase the competitive pressure, notably through increased price pressure and lower business volumes for Natixis and its competitors. More competitive new competitors could also enter the market subject to distinct or more flexible regulation, or other requirements relating to prudential ratios. These new market participants may therefore be able to offer more competitive products and services. Technological advances and the growth of e-commerce have made it possible for non-deposit taking institutions to offer products and services that traditionally were banking products, and for financial institutions and other companies to provide electronic and Internet-based financial solutions, including electronic securities trading. These new entrants may exert downward price pressure on Natixis' products and services or may affect Natixis' market share.

The financial soundness and behavior of other financial institutions and market participants could have an adverse impact on Natixis

Natixis' capacity to carry out its operations could be affected by the financial soundness of other financial institutions and market participants. Financial institutions are closely interconnected as a result, notably, of their trading, clearing, counterparty and financing operations. The default of a sector participant, or even simple rumours or questions concerning one or more financial institutions or the finance industry more generally, have lead to a widespread contraction in liquidity in the market and in the future could lead to additional losses or defaults. Natixis is exposed to several financial counterparties such as investment service providers, commercial or investment banks, mutual funds and hedge funds, as well as other institutional clients, with which it concludes transactions in the usual manner, thus exposing Natixis to a risk of insolvency if a group of Natixis' counterparties or customers should fail to meet their commitments. This risk would be aggravated if the assets held as collateral by Natixis were unable to be sold or if their price was unable to cover all of Natixis' exposure relating to loans or derivatives in default.

In addition, fraud or misappropriations committed by financial sector participants may have a significant adverse impact on financial institutions as a result, notably, of interconnections between institutions operating in the financial markets.

The losses that could result from the above-mentioned risks could have a significant bearing on Natixis' results.

Natixis' profitability and business prospects could be adversely affected by reputational and legal risk

Natixis' reputation is essential in attracting and retaining its customers. The use of inappropriate means to promote and market its products and services, inadequate management of potential conflicts of interest, legal and regulatory requirements, ethical issues, money laundering laws, information security policies and sales and trading practices may sully the reputation of Natixis. Its reputation could also be harmed by any inappropriate behavior of an employee, any fraud or misappropriation of funds committed by participants in the financial sector to which Natixis is exposed, any decrease, restatement or correction of the financial results, or any legal or regulatory action that has a potentially unfavorable outcome. Any damage caused to Natixis' reputation could be accompanied by a loss of business likely to threaten its results and its financial position.

Inadequate management of these issues could also give rise to additional legal risk for Natixis and cause an increase in the number of legal proceedings and the amount of damages claimed against Natixis, or expose Natixis to sanctions from the regulatory authorities.

A prolonged fall in the markets may reduce the liquidity of assets and make it more difficult to sell them. Such a situation could give rise to significant losses

In certain of Natixis' businesses, a prolonged fall in asset prices could threaten the level of activity or reduce liquidity in the market concerned. This situation would expose Natixis to significant losses if it was unable to rapidly close out its potentially loss-making positions. This is particularly true in relation to assets that are intrinsically illiquid. Certain assets that are not traded on a stock exchange or on a regulated market, such as derivatives traded between banks, are generally valued with the assistance of models rather than on the basis of market prices. Given the difficulty in monitoring changes in prices of these assets, Natixis could suffer unforeseen losses.

Risk Factors relating to the Notes

Creditworthiness of the Issuer

Notes constitute general and unsecured contractual obligations of the Issuer and of no other person. Senior Notes which will rank equally amongst themselves with all other unsecured contractual obligations of the

Issuer and behind preferred liabilities, including those mandatorily preferred by law. The Issuer issues a large number of financial instruments, including the Notes, on a global basis and, at any given time, the financial instruments outstanding may be substantial. If an investor purchases the Notes, it is relying upon the creditworthiness of the Issuer and no other person and where the Notes relate to securities, it has no rights against the company that has issued such securities, and where the Notes relate to an index, it has no rights against the sponsor of such index and where the Notes relate to a fund it has no rights against the manager of such fund. Further, an investment in the Notes is not an investment in the underlying assets and an investor has no rights in relation to voting rights or other entitlements (including any dividend or other distributions).

Holders of Subordinated Notes face a significantly increased risk that the Notes will not perform as anticipated

Holders of Subordinated Notes generally face a higher performance risk than holders of Senior Notes as payments on Subordinated Notes will be made only after Senior Noteholders and other senior creditors have been repaid in full provided there is still cash available.

Future capital adequacy requirements for Subordinated Notes may disqualify under certain circumstances the eligibility of some Subordinated Notes in the capital of the Issuer

Subordinated Notes may be issued for capital adequacy regulatory purposes in accordance with Directive no. 2006/48/EC of 14 June 2006 and Directive no. 2006/49/EC of 14 June 2006 (together, “**CRD I**”) as transposed into France by *Règlement* n° 90-02 dated 23 February 1990, as amended, of the *Comité de la Réglementation Bancaire et Financière*, to be read for Tier 1 instruments in conjunction with the press release of the Bank for International Settlements dated 27 October 1998 concerning instruments eligible for inclusion in Tier 1 Capital, the French version of which is included as Annex A to a document published by the *Secrétariat Général de l'Autorité de Contrôle Prudentiel* headed “*Modalités de calcul du ratio de solvabilité*”. The European Commission intends in a near future to implement further possible changes to CRD I (“**CRD IV**”) which will supplement its revision introduced, as a response to the financial crisis, by Directive no. 2009/111/EC of 16 September 2009 (“**CRD II**”) as regards, *inter alia*, certain own funds items which Member States of the European Economic Area are required to bring into national law by 31 October 2010 and apply from 31 December 2010 (which was transposed into France by *Arrêté* dated 25 August 2010 modifying *Règlement* n° 90-02 dated 23 February 1990). The possible changes under CRD IV will be closely aligned with the expected amendments to the Basel framework and focus, *inter alia*, on the requirements, for instruments to be recognised as Tier 1 Capital, to absorb losses on a going concern basis (through mandatory principal write-down or conversion feature) and on restricting the use of call options embedding incentives to redeem through features like step-up clauses. To this end, the European Commission is expected to adopt and publish a legislative proposal in March 2011.

In addition, the Group of Governors and Heads of Supervision, oversight body of the international Basel Committee on Banking Supervision, published on 12 September 2010 a press release announcing a package of reforms designed to reinforce the agreements it reached on 26 July 2010 (together, “**Basel III**”). The new agreements combine a much stronger definition of capital, higher minimum requirements and the introduction of new capital buffers.

For the implementation of such guidelines that may require banks, such as the Issuer, to raise significant amount of additional capital, the Basel Committee agreed on transitional arrangements. Under the new standards, capital instruments that no longer qualify as non-common equity Tier 1 capital will be phased out over a 10 year horizon beginning on 1 January 2013. Their recognition will be capped at 90 per cent. of their outstanding principal amount from that date, with the cap being reduced by 10 percentage points in each subsequent year. However, only those instruments issued before the date of the press release should qualify for the transitional arrangements. Member countries must transpose the rules into national legislation no later than 1 January 2013. When transposed, those transitional arrangements are likely to have an impact on Subordinated Notes issued under the Programme.

Although Subordinated Notes may be issued for capital adequacy regulatory purposes, there can be no representation that their eligibility as such will remain during the life of such Subordinated Notes or that such Notes will be grandfathered under the implementation of future CRD regulations or Basel III guidelines.

Conflicts of interest

The Issuer and any of its affiliates, in connection with their respective additional business activities, may possess or acquire material information about the underlying assets. Such activities and information may cause consequences adverse to the Noteholders. Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, financial advisory relationships and exercise of creditor rights. The Issuer and any of its affiliates have no obligation to disclose such information about the underlying assets or the companies to which they relate. The Issuer and any of its affiliates and their officers and directors may engage in any such activities without regard to the Notes or the effect that such activities may directly or indirectly have on any Note.

In addition, the Issuer or any of its affiliates may engage in trading or hedging transactions involving the Notes, any underlying securities or other derivative products that may affect the value of the Notes.

The above situations may result in consequences which may be adverse to your investment. The Issuer assumes no responsibility whatsoever for such consequences and their impact on your investment.

Because the Calculation Agent may be the Issuer or an affiliate of the Issuer, potential conflicts of interest may exist between the Calculation Agent and the Noteholders, including with respect to certain determinations and judgments that the Calculation Agent must make.

The trading market for debt securities may be volatile and may be adversely impacted by many events

The market for debt securities issued by issuers is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in France, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

An active trading market for the Notes may not develop

There can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected. The Issuer and any of its affiliates are entitled to buy the Notes, as described in Condition 6(d), and the Issuer may issue further notes, as described in Condition 14. Such transactions may favourably or adversely affect the price development of the Notes. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes.

Any early redemption at the option of the Issuer, if provided for in any Final Terms for a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer. An optional redemption feature of Notes is likely to limit their market value. 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 also may be true prior to any redemption period. Such right of termination is often provided for bonds or notes in periods of high interest rates. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of termination increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case

would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely upon the tax summary contained in this Base Prospectus and/or in the Final Terms but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus and the additional tax sections, if any, contained in the relevant Final Terms.

EU Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the "**Savings Directive**"). The Savings Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within its jurisdiction to or for the benefit of an individual resident or certain entities called "residual entities" established in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise and authorises the paying agent to disclose the above information (see "Taxation – EU Taxation").

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment pursuant to the Savings Directive, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a Paying Agent, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

On September 2008, the European Commission issued a report to the Council of the European Union on the operation of the Savings Directive, which included the Commission's advice on the need for changes to the Savings Directive. On 13 November 2008, the European Commission published a more detailed proposal for amendments to the Savings Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Savings Directive, they may amend or broaden the scope of the requirements described above.

Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk.

Foreign currency Notes expose investors to foreign-exchange risk as well as to issuer risk

As purchasers of foreign currency Notes, investors are exposed to the risk of fluctuating foreign exchange rates. This risk is in addition to any performance risk that relates to the Issuer or the type of Note being issued.

Index linked Notes, Dual Currency Notes, Equity Linked Notes and other notes the performance of which is linked to a Relevant Factor

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates, indices or other factors (each, a “**Relevant Factor**”). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified;
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield; and
- (viii) neither the current nor the historical value of the Relevant Factor may provide a reliable indication of its future performance during the term of any Note.

In addition to the risks set out above, Notes linked to a Relevant Factor may carry risks including the following (among others, including any further risks specified in connection with a particular issue of Notes): in circumstances where redemption of the Notes may involve physical delivery of a security or other asset, such delivery, and therefore the ability of Noteholders to obtain something of value upon redemption may be affected by, among other things, events disrupting mechanisms required for physical settlement or any applicable laws or regulations limiting the right of a Noteholder to obtain or the Issuer to effect (or cause to effect) such delivery.

Variable rate Notes with a multiplier or other leverage factor

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

Inverse Floating Rate Notes

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

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from 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.

Modification

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change of law

The Notes are governed by English law or French law and in the case of English Law Notes which are Subordinated Notes, French law for the purposes of Condition 3(b)(x), in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English or French (or any other relevant) law after the date of this Base Prospectus.

Risks related to the market generally

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

The secondary market generally

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 generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

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

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

Interest rate risks

An investment in Fixed Interest Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Interest Rate Notes.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to, *inter alia*, the structure of the relevant issue, the relevant market for the Notes, and other factors (including those discussed above) that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal investment considerations may restrict certain investments

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

Risks related to Notes redeemed by physical delivery

In the event of the delivery of shares and/or securities upon redemption of their Notes (as specified in the relevant Final Terms), Noteholders shall be required to make certain notifications and take other actions as set out in the Conditions. Delivery of shares and/or securities is subject to all applicable laws, regulations and practices and the Issuer shall not incur any liability whatsoever if it is unable to deliver or procure the delivery of such shares and/or securities to the relevant Noteholder because of any such laws, regulations or practices.

Each Noteholder should be aware that if its Notes may be redeemed by physical delivery of shares and/or securities and/or other financial instruments or assets (as specified in the relevant Final Terms), it shall be deemed to acknowledge its understanding and acceptance of this matter and to have made its own examination and assessment of its capacity and power to receive shares and/or securities and/or other financial instruments and not to have relied on any representation of the Issuer, any Agent or the relevant Dealer regarding this matter. In particular, the Issuer and any of its Agents shall not be in any way responsible for checking the capacity and power of any Noteholder to have its Notes redeemed by delivery of shares and/or securities and/or other financial instruments or assets (even if it has notice of any other facts and circumstances), and the relevant Noteholder shall bear full responsibility for any consequences that may arise from the delivery to it of shares and/or securities and/or other financial instruments or assets or, as the case

may be, non-delivery as a consequence of the Noteholder not having the required capacity and power to receive delivery of such shares and/or securities and/or other financial instruments or assets.

Holders of English Law Notes may not receive definitive Notes in certain circumstances

In relation to any issue of English Law Notes which have a denomination consisting of the minimum Denomination plus higher integral multiples of another smaller amount, it is possible that the Notes may be traded in amounts in excess of the minimum Denomination (or its equivalent in another currency) that are not integral multiples of the minimum Denomination (or its equivalent in another currency). In such a case a Noteholder who, as a result of trading such amounts, holds a nominal amount of less than the minimum Denomination will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a nominal amount of Notes such that it holds an amount equal to one or more Denominations in order to receive definitive Notes.

French Insolvency Law

Under French insolvency law (as amended by law n°2010-1249 dated 22 October 2010 applicable as from 1 March 2011), notwithstanding any clause to the contrary, holders of debt securities (*obligations*) are automatically grouped into a single assembly of holders (the “**Assembly**”) if a preservation (*procédure de sauvegarde*) or an accelerated financial preservation procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. The Assembly will comprise all holders of debt securities (*obligations*) issued by the Issuer (including the Notes), whether or not under the Programme and regardless of their governing law. The Assembly will deliberate on the draft safeguard (*projet de plan de sauvegarde*), draft accelerated financial preservation plan (*projet de plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*projet de plan de redressement*) prepared in relation to the Issuer and may further agree to:

- (i) increase the liabilities (*charges*) of such holders of debt securities (including the Noteholders) by rescheduling and/or writing-off debts;
- (ii) decide to convert such debt securities (including the Notes) into shares; and/or
- (iii) establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the amount of debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convoke the Assembly. For the avoidance of doubt, the provisions relating to the meetings of the Noteholders described in this Base Prospectus and contained in the Agency Agreement will not be applicable in these circumstances.

GENERAL DESCRIPTION OF THE PROGRAMME

Under the Programme, the Issuer may from time to time issue Notes. The issue price, issue date, interest rate, interest period, redemption date applicable to any Notes and any other relevant provision of such Notes will be specified in the applicable Final Terms.

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant final terms (the “**Final Terms**”), shall be applicable to the English Law Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each relevant Series, to the French Law Notes which are Materialised Notes issued in exchange for the Temporary Global Certificate relating to each relevant Series and to the French Law Notes which are Dematerialised Notes.*

In the case of English Law Notes or French Law Notes which are Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (subject to simplification by the deletion of non-applicable provisions) shall be endorsed on the relevant Bearer Notes or Materialised Notes or on the Certificates relating to such Registered Notes.

In the case of French Law Notes which are Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed, amended or varied by the relevant Final Terms.

Words and expressions defined in the Agency Agreement, or defined or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated provided that, in the event of inconsistency between the Agency Agreement, and the applicable Final Terms, the applicable Final Terms will prevail.

In respect of English Law Notes only or French Law Notes which are Materialised Notes, those definitions will be endorsed on the definitive Notes or Certificates as the case may be.

The provisions in respect of Bearer Notes, Exchangeable Bearer Notes, Certificates, Registered Notes (each as defined below) and Notes issued through the New York Branch of the Issuer relate to English Law Notes only. The provisions in respect of Materialised Notes and Dematerialised Notes (each as defined below) relate to French Law Notes only.

*References to “**Conditions**” are, unless the context requires otherwise, to the numbered paragraphs below.*

References in the Conditions to “Notes” are to the notes of one series only, not to all Notes that may be issued under the Programme.

The Notes are issued pursuant to an amended and restated agency agreement dated 17 December 2010 (as further amended or supplemented as at the date of issue of the Notes (the “**Issue Date**”)), between NATIXIS (“**NATIXIS**” or the “**Issuer**”), BNP Paribas Securities Services, Luxembourg Branch as, inter alia, exchange agent and fiscal agent and the other agents named in it (the “**Agency Agreement**” governed by English law in respect of English Law Notes and by French law in respect of French Law Notes) and with the benefit, in the case of English Law Notes, of an amended and restated deed of covenant dated 17 December 2010 (as amended from time to time, the “**Deed of Covenant**”) and executed by the Issuer in relation to the Notes. The fiscal agent, the exchange agent, the paying agents, the registrar, the transfer agents, the registration agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Exchange Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Registrar**”, the “**Transfer Agents**”, the “**Registration Agent**” and the “**Calculation Agent(s)**”.

The Noteholders (as defined below) and, where applicable, the holders of the interest coupons (the “**Coupons**”) appertaining to interest bearing Notes and, where applicable in the case of such Notes, talons (the “**Talons**”) for further Coupons (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents.

For the purposes of the Terms and Conditions, “**English Law Notes**” means the Notes specified in the applicable Final Terms as being governed by English law and “**French Law Notes**” means the Notes specified in the applicable Final Terms as being governed by French law. In these Conditions, “**Notes**” means those notes which form a single series with these Notes (as referred to in Condition 14(a) herein).

1 Form, Denomination, Title and Redenomination

(a) **Form**

- (i) English Law Notes are issued in bearer form (“**Bearer Notes**”, which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form (“**Registered Notes**”) or in bearer form exchangeable for Registered Notes (“**Exchangeable Bearer Notes**”) and in the specified currency set out in the relevant Final Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes which do not bear interest. Any Bearer Note the nominal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

- (ii) French Law Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”) in the specified currency set out in the relevant Final Terms.

- (x) Dematerialised Notes are issued, at the option of the Issuer and as specified in the relevant Final Terms, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France S.A. (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant holder in either administered registered form (*au nominatif administré*) inscribed in the books of an Account Holder designated by the relevant holder of Notes or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Registration Agent (designated in the relevant Final Terms) acting on behalf of the Issuer.

For the purpose of these Conditions, “**Account Holder**” means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, *société anonyme*, (“**Clearstream, Luxembourg**”).

- (y) Materialised Notes are issued in bearer form. Materialised Notes in definitive form are printed on security paper, are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached. Materialised Notes of which the principal is payable in instalment are issued with one or more Receipts attached.

In accordance with Articles L.211-3 and R.211.11 of the French Code monétaire et financier, securities (including the Notes) in materialised form and governed by French law must be issued outside the French territory.

- (iii) In the case of Notes which do not bear interest, references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

(b) Denomination

Notes shall be issued in the Specified Denomination(s) as set out in the relevant Final Terms, save that the minimum Specified Denomination in the case of any listed Notes as provided hereon or, in respect of Dematerialised Notes, in the Final Terms shall be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date of those Notes).

All Registered Notes shall have the same Specified Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Specified Denomination as the lowest denomination of Exchangeable Bearer Notes.

Dematerialised Notes shall be issued in one Specified Denomination only.

(c) Title

In respect of English Law Notes, title to the Bearer Notes, Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Registered Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

In respect of French Law Notes, (i) title to Dematerialised Notes in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Registration Agent and (ii) title to definitive Materialised Notes and Receipts, Coupons and Talons shall pass by delivery. In addition, title to French Law Notes which are Dematerialised Notes will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Dematerialised Notes.

Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall, to the extent permitted by law, be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or, in the case of English Law Notes only, on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means (i) in the case of English Law Notes, the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be) and (ii) in the case of French Law Notes, (a) in respect of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Registration Agent (as the case may be) as being entitled to such Notes and (b) in respect of Materialised Notes, the bearer of any definitive Materialised Note and the Receipt, Coupon or Talon relating to it, and, “**holder**” (in relation to, as the case may be, a Note, Receipt, Coupon or Talon) means (i) in the case of English Law Notes, the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and (ii) in the case of French Law Notes, (a)

in respect of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Registration Agent (as the case may be) as being entitled to such Notes and (b) in respect of Materialised Notes, the bearer of any definitive Materialised Note and the Receipt, Coupon or Talon relating to it, and capitalised terms have the meanings given to them hereon or, in respect of Dematerialised Notes, in the Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

(d) Redenomination

- (i) The Issuer may (if so specified in the relevant Final Terms), without the consent of the holders of any Note, Receipt, Coupon or Talon, by giving at least 20 days' notice, in accordance with Condition 15, on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the third stage of the European Economic and Monetary Union ("EMU"), as provided in the Treaty establishing the European Community (the "EC"), as amended from time to time (the "**Treaty**") redenominate all, but not some only, of the Notes of any Series into euro and adjust the aggregate nominal amount and the denomination set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "Redenomination Date".
- (ii) The redenomination pursuant to Condition 1(d)(i) shall be made:
 - (x) in accordance with regulations and other acts of the European Union and of the relevant national laws and regulations applicable to the redenomination into euro of debt obligations issued in the international capital markets, denominated in the relevant national currency which are held in clearing systems of international standing ("**euromarket debt obligations**"); or
 - (y) if no such laws or regulations are applicable, in such manner as the Issuer may determine in its reasonable discretion and by taking into account the interests of the Noteholders, which is consistent with existing or anticipated market practice for the redenomination into euro of euromarket debt obligations; or
 - (z) if no such determination is made, by
 - (1) converting the nominal amount of each Note into euro by using the fixed relevant national currency euro conversion rate established by the Council of the European Union pursuant to Article 1091(4) of the Treaty and rounding the resultant figure to the nearest cent (with 0.005 euro being rounded upwards); and
 - (2) causing Notes denominated in euro to be substituted for Notes denominated in the relevant national currency; the Notes denominated in euro will be in the denomination of one euro or, as the case may be (after taking into account the interests of Noteholders) a multiple of one euro. Any balance remaining from a redenomination shall be paid by way of cash adjustment rounded to the nearest cent (with 0.005 euro being rounded upwards). Such cash adjustment will be payable in euros on the Redenomination Date.
- (iii) Upon redenomination of the Notes, any reference in these Conditions and the relevant Final Terms to the relevant national currency shall be construed as a reference to euro.

2 Exchanges of Exchangeable Bearer Notes, Transfers of Registered Notes, Conversions and Exchanges of Dematerialised Notes and Materialised Notes

(a) *Exchange of Exchangeable Bearer Notes*

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) *Transfer of Registered Notes*

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(c) *Exercise of Options or Partial Redemption in Respect of Registered Notes*

In the case of an exercise of the Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Noteholders. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(d) *Delivery of New Certificates*

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall (subject to compliance with the applicable provisions of Conditions 2(a), (b) or (c)) be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 6(g)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it may specify. In

this Condition 2(d), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar.

(e) Exchange Free of Charge

Exchange and transfer of English Law Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof).

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(f), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

(g) Dematerialised Notes

- (i) Dematerialised Notes issued in bearer dematerialised form (*au porteur*) may not be converted for Dematerialised Notes in registered dematerialised form, whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).
- (ii) Dematerialised Notes issued in registered dematerialised form (*au nominatif*) may not be converted for Dematerialised Notes in bearer dematerialised form (*au porteur*).
- (iii) Dematerialised Notes issued in fully registered form (*au nominatif pur*) may, at the option of the holder of such Notes, be converted into Notes in administered registered form (*au nominatif administré*), and vice versa. The exercise of any such option by such holder shall be made in accordance with Article R.211-4 of the French *Code monétaire et financier*. Any such conversion shall be effected at the cost of such holder.

(h) Materialised Notes

Materialised Notes of one Specified Denomination may not be exchanged for Materialised Notes of another Specified Denomination.

3 Status

(A) Status of Senior Notes

Senior Notes (being those Notes, the status of which the applicable Final Terms specifies as Senior Notes) and the Receipts and the Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* without any preference among themselves. The payment obligations of the Issuer under the Senior Notes, Receipts and Coupons shall, save for such exceptions as may be provided for by applicable law, and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations (save for statutorily preferred exceptions) of the Issuer present and future.

(B) Status of Subordinated Notes

- (x) Subordinated Notes (being those Notes, the status of which the applicable Final Terms specifies as Subordinated Notes and which may be ordinary Subordinated Notes (“**Ordinary Subordinated Notes**” which may (“**Dated Ordinary Subordinated Notes**”) or may not (“**Undated Ordinary Subordinated Notes**”) have a specified maturity date) or deeply Subordinated Notes (“**Deeply Subordinated Notes**”) with no fixed maturity date) and the Receipts and (if the applicable Final Terms so specifies) Coupons relating to them, constitute direct, unconditional, unsecured and subordinated (and, in the case of Deeply Subordinated Notes, deeply subordinated) obligations of the Issuer and rank and will rank *pari passu* and rateably without any preference among themselves and at least equally with (i) in the case of Ordinary Subordinated Notes, all other unsecured subordinated obligations, present and future, of the Issuer without any preference of priority by reason of date of issue, currency of payment or otherwise, with the exception of Deeply Subordinated Notes, other deeply subordinated obligations of the Issuer and the *prêts participatifs* granted to, and the *titres participatifs* issued by, the Issuer, each ranking junior to the Ordinary Subordinated Notes and (ii) in the case of Deeply Subordinated Notes (unless otherwise specified in the applicable Final Terms), all other Deeply Subordinated Notes and other deeply subordinated obligations, present and future, of the Issuer without any preference of priority by reason of date of issue, currency of payment or otherwise, but behind the *prêts participatifs* granted to, and the *titres participatifs* issued by, the Issuer and Ordinary Subordinated Notes, each ranking senior to the Deeply Subordinated Notes. Subject to applicable law, if any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or the transfer of the whole of the Issuer’s business (*cession totale de l’entreprise*) or if the Issuer is liquidated for any other reason, the payment obligations of the Issuer under the Subordinated Notes and the Receipts and, if the applicable Final Terms so specify, the Coupons relating to them, shall be subordinated to the payment in full of the unsubordinated creditors of the Issuer and, subject to such payment in full, the holders of the Subordinated Notes and the holders of the Receipts and, if the applicable Final Terms specify that the payment obligations of the Issuer under the Coupons are subordinated, of the Coupons relating to them, will be paid (x) in the case of Ordinary Subordinated Notes (unless otherwise specified in the applicable Final Terms), in priority to any *prêts participatifs* granted to, and any *titres participatifs* or Deeply Subordinated Notes or other deeply subordinated obligations issued by, the Issuer and (y) in the case of Deeply Subordinated Notes (unless otherwise specified in the applicable Final Terms), after any *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer, and Ordinary Subordinated Notes.

In the event of incomplete payment of unsubordinated creditors in the *liquidation judiciaire* of the Issuer, the obligations of the Issuer in connection with the Subordinated Notes and the Receipts and, if the applicable Final Terms specifies that the payment obligations of the Issuer under the Coupons are subordinated, the Coupons, will be terminated by operation of the law.

The relevant Final Terms may provide for additions or variations to the conditions applicable to the Subordinated Notes for the purposes inter alia of enabling the proceeds of the issue of such Subordinated Notes to count as (i) *fonds propres de base* (“**Tier 1 Capital**”), within the meaning of Article 2 of Regulation no. 90-02 of 23 February 1990 of the *Comité de la Réglementation Bancaire et Financière* (“**CRBF**”), (ii) *fonds propres complémentaires* within the meaning of Article 4(c) Regulation no. 90-02 of 23 February 1990 of the CRBF (“**Upper Tier 2 Capital**”), or (iii) *fonds propres complémentaires* within the meaning of Article 4(d) of Regulation no. 90-02 of 23 February 1990 of the CRBF (“**Lower Tier 2 Capital**”, and together with Upper Tier 2 Capital, “**Tier 2 Capital**”).

With respect to Tier 1 Capital, Article 2 of the CRBF Regulation 90-02 dated 23 February 1990 should be read in conjunction with the press release of the Bank of International Settlements dated 27 October 1998 concerning instruments eligible for inclusion in Tier 1 Capital (the “**BIS Press Release**”).¹

The net proceeds of Upper Tier 2 Capital or Tier 1 Capital may be used in certain circumstances to absorb losses. In the event of the Issuer incurring losses, such losses will be charged first against accumulated profits (“*report à nouveau*”), then against reserve, and capital, and finally, to the extent necessary, against the subordinated loans (including interest thereon) of the Issuer, in reverse order of seniority (i.e., from the most junior to the most senior), in order to allow the Issuer to comply with the regulatory requirements applicable to banks in France, especially those relating to solvency ratios, and in order to allow the Issuer to continue its activities.

- (y) In addition, the following paragraphs shall also apply to Notes in relation to which the applicable Final Terms specifies that the Notes are to be issued through the New York Branch.

The holders of Subordinated Notes issued by the Issuer, acting through its New York Branch (the “**New York Branch**”), hereby irrevocably waive their rights to any preferences to which they may be entitled under Section 606(4) of the New York Banking Law and to any preferences to which they may become entitled under Section 4(j) of the International Banking Act of 1978 and under any other similar law enacted after the issue date of such Subordinated Notes to the extent necessary to give effect to the subordination provisions of the Subordinated Notes.

A holder of a Subordinated Note issued by the Issuer through its New York Branch, agrees that should the Superintendent (as defined below in the section “New York and United States Banking Regulation and Supervision and Description of the New York Branch”) take possession or be in possession of the business and property of the New York Branch at a time when proceedings with respect to the insolvency or liquidation of the Issuer have occurred and are continuing, the Superintendent will apply any amounts that would be due to the holders of such Subordinated Notes in the absence of the subordination provisions (1) first, to the payment in full of all deposit liabilities and all other liabilities of the New York Branch (other than such Subordinated Notes and other obligations of the New York Branch that rank *pari passu* with or that are subordinated to such Subordinated Notes) and to any other claim accorded priority under any United States federal or New York State law which is then due and payable, the priorities to be ascribed among such claims to be determined in accordance with such laws and (2) thereafter, to pay any amount remaining to any receiver or similar official in insolvency of the Issuer with similar powers appointed with respect to the Issuer or its assets for application in accordance with relevant law and as set forth with respect to Subordinated Notes generally, (i) first, to the payment in full of all claims of depositors and other obligations of the Issuer ranking senior in right of payment to the Subordinated Notes and (ii) thereafter, to the payment, equally and rateably, of amounts owing under the Subordinated Notes (whether pursuant to the terms of the Subordinated Notes or otherwise) and all obligations of the Issuer ranking *pari passu* in right of payment with the Subordinated Notes.

Each holder of a Subordinated Note issued by the Issuer through its New York Branch, agrees that should the Superintendent take possession or be in possession of the business and property of the New York Branch (by reason of, *inter alia*, violation of laws or unsafe business procedures, as described in the section entitled “*New York and United States Banking Regulation and*

¹ The French language version of the BIS Press Release is attached to the report published annually by the *Secrétariat général de la Commission Bancaire* entitled “modalités de calcul du ratio du solvabilité”.

Supervision” of this Base Prospectus (as supplemented or amended at the Issue Date) prepared in relation to the issue of the Notes) at any time when no other proceedings with respect to the insolvency or liquidation with respect to the Issuer have occurred and are continuing, the Superintendent will apply the assets of the New York Branch (1) first, to payment in full of all deposit liabilities of the New York Branch and all other liabilities of the New York Branch (other than such Subordinated Notes and other obligations of the New York Branch that rank *pari passu* with or that are subordinated to such Subordinated Notes) and to any other claim accorded priority under any United States federal or New York State law which is then due and payable, the priorities to be ascribed among such claims to be determined in accordance with such laws, (2) second, to the payment, equally and rateably, of amounts then due and owing on such Subordinated Notes and all obligations ranking *pari passu* in right of payment with such Subordinated Notes in accordance with the provisions of this Condition 3(b) above, and (3) thereafter, to pay any amount remaining to the Issuer.

4 Negative Pledge

Unless otherwise specified in the relevant Final Terms, the Issuer undertakes that, so long as any of the Senior Notes, and Receipts or Coupons relating to them remains outstanding (as defined in the Agency Agreement), it will not create or permit to subsist any mortgage, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt (as defined below) or any guarantee of or indemnity by the Issuer in respect of any Relevant Debt, unless at the same time or prior thereto the Issuer’s obligations under the Senior Notes, Receipts or Coupons relating to them (A) are secured equally and rateably therewith, or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by (in the case of English Law Notes) an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders or (in the case of French Law Notes) approved by a resolution passed by the Noteholders in a General Meeting as defined and in accordance with Condition 11(b).

For the purposes of this Condition 4, “**Relevant Debt**” means present or future indebtedness in the form of, or represented by, bonds, notes, debentures, or other securities which are for the time being, or are capable of being, listed or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.

5 Interest and Other Calculations

(a) **Rate of Interest and Accrual**

Each Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Specified Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(i).

(b) **Business Day Convention**

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Floating Rate Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such date shall be brought forward to the immediately preceding Business Day and (B) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment;
- (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day;

- (iii) the Modified Following Business Day Convention, such 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 date shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(c) ***Rate of Interest on Floating Rate Notes***

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and, except as otherwise specified in the relevant Final Terms, the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions (as defined below) and under which:

- (x) the Floating Rate Option is as specified in the relevant Final Terms;
- (y) the Designated Maturity is a period specified in the relevant Final Terms; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period, unless otherwise specified in the relevant Final Terms.

For the purposes of this sub-paragraph (A), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity”, “Reset Date” and “Swap Transaction” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following provisions (unless otherwise specified in the applicable Final Terms):

- (i) if the Primary Source for the Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - (x) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (y) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,
 in each case appearing on such Page at the Relevant Time on the Interest Determination Date;
- (ii) if the Page specified in the relevant Final Terms as a Primary Source permanently ceases to quote the Relevant Rate(s) but such quotation(s) is/are available from another page, section or other part of such information service selected by the Calculation Agent (the

“**Replacement Page**”), the Replacement Page shall be substituted as the Primary Source for Rate of Interest quotations and if no Replacement Page exists but such quotation(s) is/are available from a page, section or other part of a different information service selected by the Calculation Agent and approved by the Issuer and the Relevant Dealer (the “**Secondary Replacement Page**”), the Secondary Replacement Page shall be substituted as the Primary Source for Rate of Interest quotations;

- (iii) if the Primary Source for the Floating Rate is Reference Banks or if sub- paragraph (i)(x) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (i)(y) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to leading banks in the Business Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent;
- (iv) if paragraph (iii) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates then, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the relevant currency is euro, the Euro-zone, (the “**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (x) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall (unless otherwise specified) be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(d) *Rate of Interest on Zero Coupon Notes and Index Linked Interest Notes and other variable-linked coupon amount Notes (including Equity Linked Notes, Dual Currency Notes and Partly Paid Notes)*

- (i) Where a Note the Rate of Interest of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the due date for redemption of such a Note, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)(ii)).
- (ii) Payments of interest in respect of Index Linked Interest Notes and other variable-linked coupon amount Notes (including Equity Linked Notes) will be calculated by reference to such index and/or formula and/or another variable as may be specified in the relevant Final Terms.

(e) ***Dual Currency Notes***

In the case of Dual Currency Notes (being Notes expressed as such in the relevant Final Terms), if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating the Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.

(f) ***Partly Paid Notes***

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the proportion of the nominal amount which is paid-up in respect of such Notes and otherwise as specified in the relevant Final Terms.

(g) ***Deferral of Interest - Undated Ordinary Subordinated Notes***

In the case of Undated Ordinary Subordinated Notes, and when so specified in the applicable Final Terms, the Management Board of the Issuer may decide, prior to any date for the payment of interest, to suspend payment of the interest accrued during any interest period if at the most recent Annual General Meeting of the shareholders of the Issuer which preceded the corresponding date for the payment of interest no dividend was declared, paid or set apart for payment on or with respect to any class of share capital of the Issuer provided that notice of such decision is given to the relevant Noteholders in accordance with Condition 15 as soon as reasonably practicable following the taking of such decision and in any event not later than seven days prior to any date for the payment of interest. In such a case, any interest so suspended shall constitute “**Arrears of Interest**” (which term shall include interest on such unpaid interest) the payment of which shall be deferred until the date for the payment of interest immediately following the date upon which any dividend has been declared, paid, or set aside for payment on or with respect to any class of share capital of the Issuer at the most recent Annual General Meeting of the shareholders of the Issuer. Arrears of Interest shall bear interest (which shall accrue on a daily basis) (except that, in respect of French Law Notes, Arrears of Interest shall (to the extent permitted by law) bear interest accruing only, in accordance with Article 1154 of the French *Code civil*, after such interest has been due for a period of at least one year) at the same rate of interest as the Notes to which they relate.

Arrears of Interest may at the option of the Issuer be paid in whole or in part at any time upon the expiry of not less than seven days’ notice to such effect given to the Noteholders in accordance with these Conditions, but all Arrears of Interest shall (subject to applicable laws and regulations) become due in full on whichever is the earliest of (i) the date for the payment of interest immediately following the date upon which a dividend is next declared, paid or set aside as aforesaid, or (ii) the date set for any redemption or purchase pursuant to Conditions 6(b), 6(c), 6(f) and 6(j) (in the case of redemption) or 6(d) (in the case of purchase), provided all the Notes are so purchased, or (iii) the commencement of liquidation or dissolution proceedings as contemplated by Condition 10(b).

If notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged (subject to applicable laws and regulations) to do so upon the expiry of such notice.

Where Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full.

(h) ***Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts, and Rounding***

- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of

(y), calculated in accordance with (iii) below by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.

- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures will be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means, with respect to any currency, the lowest amount of such currency which is available as legal tender in the country or countries of such currency and with respect to the euro, means 0.01 euro.

(i) *Calculations*

Subject to Condition 5(d) and Condition 6(e) in relation to Zero Coupon Notes, the amount of interest payable (per Calculation Amount in respect of English Law Notes) in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount (in respect of English Law Notes) or the outstanding nominal amount of such Note (in respect of French Law Notes) specified in the relevant Final Terms, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount (in respect of English Law Notes) or outstanding nominal amount of such Note (in respect of French Law Notes) in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the Interest Amounts payable in respect of such Interest Period shall be the sum of the amounts of interest payable per Calculation Amount (in respect of English Law Notes) or outstanding nominal amount of such Note (in respect of French Law Notes) in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(j) *Determination and Publication of Rates of Interest, Interest Amounts, Redemption Amounts and Instalment Amounts*

The Calculation Agent shall, as soon as practicable on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount or Instalment Amount, obtain any quote or make any determination or calculation, determine the Rate of Interest and calculate the relevant Interest Amount for the relevant Interest Accrual Period, calculate the Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such stock exchange of an Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where

any Specified Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b), the Interest Amounts and the Specified Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Accrual Period or the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(k) Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Centre” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre as may be specified as such in the relevant Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR, shall be the euro-zone) or, if none is so connected, London.

“Business Day” means:

- (i) in the case of a specified currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency; and/or
- (ii) in the case of euro, a day on which the TARGET System is operating (a **“TARGET Business Day”**); and/or
- (iii) in the case of a specified currency and/or one or more Business Centres a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the specified currency in the Business Centre(s) or, if none is specified, generally in each of the Business Centres so specified in the relevant Final Terms.

“Calculation Amount” means, in respect of English Law Notes, an amount specified in the relevant Final Terms constituting either (i) in the case of one single denomination, the amount of that denomination (e.g. €100,000) or (ii) in the case of multiple denominations, the highest common amount by which the multiple denominations may be divided (for example, €1,000 in the case of €101,000, €102,000 or €103,000).

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (from, and including, the first day of such period to, but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the **“Calculation Period”**):

- (i) if **“Actual/Actual”** or **“Actual/Actual–ISDA”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if **“Actual/Actual–ICMA”** is specified in the relevant Final Terms,

- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
- (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where

“**Determination Period**” means the period from, and including, a Determination Date in any year to, but excluding, the next Determination Date; and

“**Determination Date**” means the date specified as such in the relevant Final Terms or, if none is so specified, the Specified Interest Payment Date;

- (iii) if “Actual/365 (Fixed)” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iv) if “Actual/360” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (v) if “30/360”, “360/360” or “Bond Basis” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (vi) if “30E/360” or “Eurobond Basis” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

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

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

- (vii) If “30E/360 (ISDA)” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the relevant Final Terms or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates. The Effective Date shall not be subject to adjustment in accordance with any Business Day Convention unless specifically provided in the relevant Final Terms.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community as amended.

“**Interest Amount**” means:

- (viii) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount (in respect of English Law Notes) or outstanding nominal amount of the relevant Note (in respect of French Law Notes) for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the relevant Final Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the relevant Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ix) in respect of any other period, the amount of interest payable per Calculation Amount (in respect of English Law Notes) or outstanding nominal amount (in respect of French Law Notes) for that period

the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be.

“**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified in the relevant Final Terms.

“**Interest Determination Date**” means, with respect to an Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two Target Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) a Specified Interest Payment Date and ending on (but excluding) the next succeeding Specified Interest Payment Date.

“**Interest Period Date**” means each Specified Interest Payment Date unless otherwise specified in the relevant Final Terms.

“**ISDA Definitions**” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the relevant Final Terms.

“**Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters Markets 3000 (“**Reuters**”)) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“**Rate of Exchange**” has the meaning attributed thereto in the Final Terms.

“Rate of Interest” means the rate of interest payable from time to time in respect of the Note and that is either specified or calculated in accordance with the provisions specified in the relevant Final Terms.

“Redemption Amount” means the Final Redemption Amount, as determined by the Calculation Agent on the Determination Date, the Early Redemption Amount or the Optional Redemption Amount, as the case may be.

“Reference Banks” means the institutions specified as such in the relevant Final Terms or, if none is so specified, five major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone).

“Relevant Date” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Business Centre specified in the relevant Final Terms or, if none is specified, the local time in the Business Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Business Centre, or, if no such customary local time exists, 11.00 hours in the Business Centre and for the purpose of this definition, “local time” means, with respect to Europe and the Euro-zone as a Business Centre, Brussels time or otherwise stated in the relevant Final Terms.

“Relevant Rate” means the Benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Representative Amount” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such in the relevant Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Currency” means the currency specified as such in the relevant Final Terms or, if none is specified, the currency in which the Notes are denominated.

“Specified Denomination” has the meaning attributed thereto in the applicable Final Terms.

“Specified Duration” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified in the relevant Final Terms or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(b).

“Specified Interest Payment Date” has the meaning attributed thereto in the applicable Final Terms.

“TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under Condition 8.

(l) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount or the Redemption Amount or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. The Calculation Agent shall act as an independent expert in the performance of its duties as described above.

(m) 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 5 by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Paying Agents and all Noteholders, Receipholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receipholders or the Couponholders 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.

None of the Issuer or the Paying Agents shall have any responsibility to any person for any errors or omissions in (i) the calculation by the Calculation Agent of any amount due in respect of the Notes or (ii) any determination made by the Calculation Agent in relation to the Notes and, in each case, the Calculation Agent shall not be so responsible in the absence of its bad faith or wilful default.

6 Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 6 or the relevant Instalment Date (being one of the dates so specified in the relevant Final Terms) is extended pursuant to any Issuer’s or Noteholder’s option in accordance with Condition 6(f) or 6(g), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused (i) in the case of Dematerialised Notes, on the due date for such payment or (ii) in the case of all

other Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

- (ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(f) or 6(g), each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount. The Maturity Date in relation to Subordinated Notes the proceeds of which constitute Lower Tier 2 Capital will be not less than five years from the Issue Date.

(b) Redemption for taxation reasons

- (i) If, by reason of any change in French law or (in the case of Notes issued through the New York Branch) United States law, or any change in the official application or interpretation of any such law (as the case may be), becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below the Issuer may, at its option, and subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than 45 nor less than 30 days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount (together with any interest accrued to the date set for redemption) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes or for United States taxes, as the case may be.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law, or (in the case of Notes issued through the New York branch) United States law, from making payment to the Noteholders or Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 15, and subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes, redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount (together with (unless specified otherwise in the relevant Final Terms) any interest accrued to the date set for redemption) on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice to Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

(c) **Special tax redemption**

If, in the case of Notes issued through the New York Branch, the Issuer shall determine, based upon an opinion of independent legal advisers of recognised standing to the Issuer, that any payment made outside the United States by the Issuer or any of the Paying Agents of the full amount of principal, premium or interest due in respect of any Note, Receipt or Coupon would, under any present or future laws or regulations of general application of the United States affecting taxation or otherwise, be subject to any certification, information or other reporting requirement of any kind with regard to the nationality, residence or identity of a beneficial owner of such Note, Receipt or Coupon who is a United States Alien (as defined below) (other than such a requirement which would not be applicable to a payment if made to a custodian, nominee or other agent of the beneficial owner, or which can be satisfied by such a custodian, nominee or other agent certifying to the effect that such beneficial owner is a United States Alien, provided that in each case payment by such custodian, nominee or agent to such beneficial owner is not otherwise subject to any requirement referred to in this sentence), the Issuer may, at its option and subject to prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes, elect to either redeem all (but not some only) of the outstanding Notes at their Early Redemption Amount plus accrued interest (if any) to the date fixed for redemption or, if the conditions of Condition 8 below are satisfied, pay the additional amounts specified in such Condition 8(b). The Issuer shall make such determination and make such election as soon as practicable and give prompt notice thereof to Noteholders in accordance with Condition 15 below (the “**Determination Notice**”), stating the effective date of such certification, information or reporting requirement, whether the Issuer has elected to redeem the Notes or pay the additional amounts specified in Condition 8 below and, if applicable, the last date by which the redemption of the Notes must take place, as provided in the next succeeding sentence. If the Issuer elects to redeem the Notes, such redemption by the Issuer shall take place on such date or (in the case of Floating Rate Notes or as specified in the Final Terms) such Interest Payment Date, not later than one year after the publication of the Determination Notice, as the Issuer shall elect by notice in writing to the Fiscal Agent given not less than 60 days before the date fixed for redemption. Notice of such redemption of the Notes will be given to the holders of the Notes not less than 30 nor more than 45 days prior to the date fixed for redemption. Notwithstanding the foregoing, the Notes may not be so redeemed if, on the basis of any subsequent event, it is determined, in the manner set forth above, 30 days or more prior to the date fixed for redemption, that no such payment would be subject to any such requirement, in which case the Issuer shall give prompt notice of such determination in accordance with Condition 15 below and any earlier Determination Notice shall be revoked and be of no further effect.

The term “**United States Alien**” means any corporation, partnership, individual, estate or trust that is, for United States Federal income tax purposes as to the United States, (i) a foreign corporation, (ii) a foreign partnership all of whose partners are United States Aliens, (iii) a non-resident alien individual, or (iv) a foreign estate or trust all of whose beneficiaries are United States Aliens.

(d) **Purchases**

The Issuer and any of its affiliates may at any time purchase Notes (provided that, in the case of English Law Notes or Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price. In the case of Subordinated Notes, any such purchase will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* (i) if it relates (individually or when aggregated with any previous purchase) to 10 per cent. or more of the nominal amount of the Notes or (ii) in the case of an *Offre Publique d'Achat* (OPA) or an *Offre Publique d'Echange* (OPE). Unless otherwise specified in the Final Terms, all Notes so purchased by the Issuer may be held and resold in accordance with Article L.213-1 A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes.

(e) Early Redemption

- (i) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(b) or (c) or, if applicable Condition 6(f) or (g), or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note.
- (ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Final Terms unless otherwise specified in the relevant Final Terms.
- (iii) If the Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(b) or (c) or, if applicable Condition 6(f) or (g), or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before judgment), until the Relevant Date unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the nominal amount of such Note together with any interest which may accrue in accordance with Condition 5(d).
- (iv) The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(j) or upon it becoming due and payable as provided in Condition 10 shall be the Final Redemption Amount unless otherwise specified in the relevant Final Terms.

(f) Redemption at the Option of the Issuer

If so provided in the relevant Final Terms, the Issuer may, subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) falling within the Issuer's Option Period redeem all, or, if so provided, some of the Notes in the nominal amount or, in the case of English Law Notes only, integral multiples thereof and on the Optional Redemption Date(s) provided in the relevant Final Terms. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be specified in the relevant Final Terms.

All Notes in respect of which any such notice is given shall be redeemed, on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or Materialised Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed which shall have been drawn in such place and in such manner as may be fair and reasonable in the

circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

In the case of a partial redemption in respect of Dematerialised Notes, the redemption may be effected, at the option of the Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes of any Series that will not be redeemed shall be made in accordance with Article R. 213-16 of the French *Code monétaire et financier* and the provisions of the relevant Final Terms, subject to compliance with any other applicable laws and requirements of the Regulated Market or any other stock exchange on which the Notes are listed (as the case may be).

(g) *Redemption at the Option of Noteholders*

If so provided in the relevant Final Terms, and provided that the relevant Note is not a Subordinated Note, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) provided in the relevant Final Terms at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes or Materialised Notes) such relevant Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, or (in the case of Dematerialised Notes) transfer, or cause to be transferred, such Note to the account of the Registration Agent (in the case of Dematerialised Notes in registered form) or the Paris Paying Agent if any, failing which the Fiscal Agent (in the case of Dematerialised Notes) and, in all cases, deposit a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar, the Registration Agent, or any Transfer Agent within the Noteholders' Option Period. No Note or Certificate so deposited or transferred and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(h) *Partly Paid Notes*

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the relevant Final Terms.

(i) *Cancellation*

All Notes purchased by or on behalf of the Issuer for cancellation will forthwith be cancelled, (in the case of Bearer Notes and Materialised Notes) by surrendering each such Notes together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent, (in the case of Registered Notes) by surrendering the Certificate representing such Notes to the Registrar, (in the case of Dematerialised Notes) by transferring, or causing to be transferred, such Note to an account in accordance with the rules and procedures of Euroclear France, and in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer for cancellation, be cancelled forthwith (together, where applicable, with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(j) *Redemption for Illegality*

The Issuer shall have the right to redeem all, but not some only, of the Notes, if, in the opinion of the Issuer, it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under such Notes (an “**Illegality Event**”). Upon the occurrence of an Illegality Event, the Issuer may, at its option and subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel* in the case of Subordinated Notes, at any time, subject to having given not more than 45 nor less than 30 Business Days’ prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount (together with any interest accrued to the date set for redemption) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could lawfully make payment of principal and interest irrespective of the Illegality Event.

7 Payments and Talons

(a) *Bearer Notes and Materialised Notes*

Payments of principal and interest in respect of Bearer Notes, Exchangeable Bearer Notes and Materialised Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(g)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(g)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency, or, in the case of euro, in a city in which banks have access to the TARGET System; provided that, in the case of such payments of interest on Notes in relation to Notes issued through the New York Branch, transfer is made to an account outside the United States.

(b) *Registered Notes*

- (i) Payments of principal (which for the purposes of this Condition 7(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest (which for the purpose of this Condition 7(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof or in case of Registered Notes to be cleared through The Depository Trust Company (“DTC”), on the fifteenth DTC business day before the due date for payment thereof (the “**Record Date**”). For the purpose of this Condition 7(b), “**DTC business day**” means any day on which DTC is open for business. Payments of interest on each Registered Note shall be made in the currency in which such payments are due by transfer to an account denominated in that currency in the principal financial centre of the country of the currency concerned. Such payment of interest shall be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency.
- (iii) Payments through DTC: Registered Notes, if specified in the relevant Final Terms, will be issued in the form of one or more Global Certificates and may be registered in the name of, or in the name of a nominee for, DTC. Payments of principal and interest in respect of Registered Notes denominated in US dollars will be made in accordance with Conditions 7(b)(i) and 7(b)(ii). Payments of principal and interest in respect of Registered Notes registered in the name

of, or in the name of a nominee for, DTC and denominated in a specified currency other than US dollars will be made or procured to be made by the Fiscal Agent in the specified currency in accordance with the following provisions. The amounts in such specified currency payable by the Fiscal Agent or its agent to DTC with respect to Registered Notes held by DTC or its nominee will be received from the Issuer by the Fiscal Agent who will make payments in such specified currency by wire transfer of same day funds to the designated bank account in such specified currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of interest payments, on or prior to the third DTC business day after the Record Date for the relevant payment of interest and, in the case of payments of principal, at least 12 DTC business days prior to the relevant payment date, to receive that payment in such specified currency. The Fiscal Agent, after the Exchange Agent has converted amounts in such specified currency into US dollars, will cause the Exchange Agent to deliver such US dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such specified currency. The Agency Agreement sets out the manner in which such conversions are to be made.

(c) *Payments in the United States*

Notwithstanding the foregoing, if any Bearer Notes or Materialised Notes denominated in US dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on such Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) *Dematerialised Notes*

Payments of principal and interest in respect of Dematerialised Notes shall (in the case of Dematerialised Notes in bearer dematerialised form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the holders of such Notes and (in the case of Dematerialised Notes in fully registered form) to an account denominated in the relevant currency with a Bank designated by the relevant holder of such Notes. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments

For the purpose of this Condition 7, “**Bank**” means a bank in the principal financial centre of the relevant currency or, in the case of Euro, in a city in which banks have access to the TARGET System.

(e) *Payments subject to fiscal laws*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(f) *Appointment of Agents*

The Fiscal Agent, the other Paying Agents, the Registrar, the Registration Agent, the Transfer Agents, the Calculation Agent and the Exchange Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, the Registration Agent, the Transfer Agents, the Calculation Agent(s) and the Exchange Agent act solely as agents of

the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Registrar, any Transfer Agent, the Registration Agent, the Calculation Agent or the Exchange Agent and to appoint additional or other Paying Agents or Transfer Agents provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Registration Agent in relation to Dematerialised Notes in registered form, (iv) a Transfer Agent in relation to Registered Notes (including in Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange), (v) one or more Calculation Agent(s) and an Exchange Agent where the Conditions so require, (vi) Paying Agents having specified offices in at least two major European cities which (A) so long as the Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of such Stock Exchange so require, shall be Luxembourg and (B) so long as the Notes are listed on any other stock exchange and the rules of such Stock Exchange so require, in a specified city in the country of such stock exchange and one of which shall be situated outside the Republic of France, (vii) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to Council Directive 2003/48/EC or any European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with or introduced in order to conform to such Directive (which may be, if applicable, any of the Paying Agents referred to in sub-clauses (vi)(A) and (B) above) and (viii) such other agents as may be required by any other stock exchange on which the Notes may be listed. The Exchange Agent may, with the prior written consent of the Issuer, appoint a third party to carry out its duties in respect of Registered Notes that are to be cleared through DTC. Notwithstanding such right of appointment and/or such appointment, BGL shall remain subject to its obligations under the Agency Agreement.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes or Materialised Notes denominated in US dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 15.

(g) *Unmatured Coupons and Receipts and unexchanged Talons*

- (i) Other than in the case of Dematerialised Notes, unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes and Materialised Notes should be surrendered for payment together with all unexpired Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon which the sum of principal so paid bears to the total principal due) shall be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
- (ii) If the Notes so provide, upon the due date for redemption of any Bearer Note or Materialised Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note or Materialised Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

- (iv) Upon the due date for redemption of any Bearer Note or Materialised Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Note or Materialised Note which provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and where any Bearer Note or Materialised Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provisions of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note, Materialised Note or Certificate representing it, as the case may be. Interest accrued on any such Note which only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.
- (vii) The provisions of paragraph (i) of Condition 7(g) notwithstanding, if any Bearer Note or Materialised Note should be issued with a maturity date and an Rate of Interest or Rates such that, on the presentation for payment of any such Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted in respect of such unmatured Coupons would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the previous paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the Redemption Amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Note to become void, and the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

(h) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note or any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons which may have become void pursuant to Condition 9).

(i) Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “business day” means a day (other than a Saturday or a Sunday) (A)(i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of all other Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as “Financial Centres” in the relevant Final Terms and, (C)(i) in the case of a payment in a currency other than euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency

in the principal financial centre of the country of such currency; or (ii) in the case of a payment in euro, which is a TARGET Business Day.

8 Taxation

(a) *Withholding Tax*

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or, (in the case of Notes issued through the New York Branch) the United States of America or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

(b) *Additional Amounts*

If French law or (in the case of Notes issued through the New York Branch) United States law should require that payments of principal or interest by or on behalf of the Issuer in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied, collected, withheld or assessed by or on behalf of the Republic of France (or in the case aforesaid, the United States of America) or any authority in the Republic of France (or in the case aforesaid, the United States of America) or of the Republic of France (or in the case aforesaid, the United States of America), having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holders of Notes, Receipts or Coupons, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such withholding or deduction; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note, Receipt or Coupon:

- (i) presented (or in respect of which the Certificate representing it is presented) for payment by, or on behalf of, a holder who is subject to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France or (in the case of Notes issued through the New York Branch) the United States of America, other than in each case the mere holding of such Note, Receipt or Coupon; or
- (ii) presented (or in respect of which the Certificate representing it is 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 it for payment on the 30th such day; or
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to Council Directive 2003/48/EC or any European Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (iv) (except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union;
- (v) in the case of Registered Notes issued by the New York Branch, where such withholding or deduction would not have been so imposed but for the failure of such holder to comply with any certification, identification or information reporting requirements under the income tax laws and regulations of the United States, without regard to any tax treaty, or any political subdivision or taxing authority thereof or therein to establish entitlement to an exemption from withholding as a United States Alien.

(c) ***Supply of information***

Each Noteholder shall be responsible for supplying in a timely manner, any information as may be required in a timely manner in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any other European Directive implementing the conclusions of the ECOFIN Council Meeting dated 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to such Directive.

(d) ***Payment of additional amounts in respect of backup withholding tax***

Notwithstanding the provisions of Condition 6(c), if and so long as the certification, information or other reporting requirement referred to therein would be fully satisfied by payment of withholding tax or similar charge, the Issuer may elect to pay as additional amounts such amounts as may be necessary so that every net payment made following the effective date of such requirement outside the United States by the Issuer or any of the Paying Agents of principal or interest on any Note, Receipt or Coupon to a holder who is a United States Alien (but without any requirement with regard to the nationality, residence or identity of such holder), after deduction or withholding for or on account of such withholding tax or similar charge (other than a withholding tax or similar charge which is imposed as a result of presentation of such Note, Receipt or Coupon for payment more than 30 days after the date on which such payment becomes due and payable or on which payment thereof is duly provided for, whichever occurs later), will not be less than the amount provided for in such Note, Receipt or Coupon to be then due and payable. If the Issuer elects to pay such additional amounts and so long as it is obligated to pay the same, the Issuer may redeem all (but not some only) of the Notes at their Early Redemption Amount, plus accrued interest (if any) to the date fixed for redemption in accordance with the provisions of Condition 6(c).

9 Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless presented for payment within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 Events of Default

(a) ***Senior Notes***

If any of the following events (“**Events of Default**”) occurs and is continuing, the holder of any Senior Note may give written notice to the Fiscal Agent at its specified office effective upon receipt thereof by the Fiscal Agent that such Senior Note is immediately repayable, whereupon the Early Redemption Amount of such Senior Note together with accrued interest to the date of payment shall become immediately due and payable unless prior to the time when the Fiscal Agent receives such notice all Events of Default in respect of the Senior Notes shall have been cured:

- (i) default in any payment of principal of, or interest on, any Note including the payment of any additional amounts pursuant to Condition 8 above, when and as the same shall become due and payable, if such default shall not have been cured within 15 days thereafter;
- (ii) default by the Issuer in the due performance of any other obligations under the Notes, if such default shall not have been cured within 60 days after receipt by the Fiscal Agent of written notice of default given by the holder of such Note;
- (iii) if any other indebtedness of the Issuer for borrowed money becomes due and repayable prematurely by means of an event of default in relation thereto or the Issuer fails to make any

payment in respect thereof on the due date for such payments, as extended by any applicable grace period or the security for any such other payment becomes enforceable, provided that the provisions of this paragraph (iii) shall not apply (a) where the aggregate amount which is payable or repayable as aforesaid is equal to or less than €50,000,000 (or its equivalent in other currencies) or (b) where such default is due to a technical or settlement failure beyond the control of the Issuer, provided that such default is remedied in 7 days, or (c) the Issuer has disputed in good faith that such indebtedness is due and payable or that such security is enforceable and such dispute has been submitted to a competent court, in which case default in payment or security becoming enforceable shall not constitute an event of default hereunder so long as the dispute shall not have been finally adjudicated;

- (iv) the Issuer applies for or is subject to the appointment of a *mandataire ad hoc* under French bankruptcy law or enters into an amicable procedure (*procédure de conciliation*) with its creditors or a judgment is rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) or makes any conveyance for the benefit of, or enters into any agreement with, its creditors or it is subject to any insolvency or bankruptcy proceedings;
- (v) with respect to Senior Notes issued through the New York Branch (A), the Superintendent has taken possession of the New York Branch pursuant to Section 606 of the New York Banking Law or (B) the Federal Reserve Board has notified the New York Branch of the termination of its activities pursuant to Section 3105(e) of the United States Code and Part 211.25 of Title 12 of the United States Code of Federal Regulations, or otherwise or (C) the Issuer has become the subject of an ancillary proceeding under Section 304 of Title 11 of the United States Code; or
- (vi) the Issuer sells, transfers, lends or otherwise disposes of, directly or indirectly, the whole or a substantial part of its undertaking or assets, or the Issuer enters into, or commences any proceedings in furtherance of, forced or voluntary liquidation or dissolution, except in the case of a disposal of all or substantially all of the Issuer's assets in favor of, a legal entity organized in the European Union, which simultaneously assumes (by operation of law or by express agreement) all of or substantially all of the Issuer's liabilities including the Notes.

(b) Subordinated Notes

If any judgment shall be issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 3(b), at their nominal amount together with any accrued interest to the date of payment without any further formality.

11 Meeting of Noteholders

(a) English Law Notes

In respect of English Law Notes only, the Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Any modification of the Conditions shall only be binding on the Issuer if agreed by it or on its behalf. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia,

- (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for

payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of all the Noteholders who for the time being are entitled to receive notice of a Meeting in accordance with the provisions herein contained shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a Meeting of such Noteholders duly convened and held in accordance with the provisions herein contained. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of such Noteholders. These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

(b) French Law Notes

In respect of French Law Notes only, except as otherwise provided thereon, or, in respect of Dematerialised Notes, in the relevant Final Terms, holders of Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (in each case, the “**Masse**”).

The Masse will be governed by the provisions of the French *Code de commerce* with the exception, in relation to issues of Notes made outside France, of Articles L.228-47, L.228-48, L.228-59, L.228-65 II and R.228-63, R.228-67, R.228-69 and R.228-72, subject to the following provisions:

(i) Legal Personality

The Masse will be a separate legal entity and will act in part through one or two representatives (each a “**Representative**”) and in part through a general meeting of the holders of Notes (the “**General Meeting**”).

The Masse alone, to the exclusion of all individual holders of Notes, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

(ii) Representative

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:

- (a) the Issuer, the members of its *Conseil d'Administration*, its statutory auditors, its employees and their ascendants, descendants and spouse; or

- (b) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors, Executive Board or Supervisory Board, their statutory auditors, employees and their ascendants, descendants and spouse; or
- (c) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- (d) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse and its alternate will be set out in the Final Terms.

The remuneration of each Representative, and date(s) of payment thereof, will be set out in the relevant Final Terms. Representatives, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the names and addresses of the Representatives at the head office of the Issuer and the specified offices.

In the event of death, retirement or revocation of appointment of one or both Representatives, such Representative(s) will be replaced by one or both Representatives, as the case may be. In the event of the death, retirement or revocation of appointment of one or both alternate of any of the Paying Agents.

(iii) Powers of Representative

The Representatives, acting jointly or separately, shall, in the absence of any decision to the contrary of the General Meeting, have the power to take all acts of management necessary in order to defend the common interests of the holders of Notes.

All legal proceedings against the holders of Notes or initiated by them, must be brought by or against the Representatives.

The Representatives may not be involved in the management of the affairs of the Issuer.

(iv) General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representatives. One or more holders of Notes, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representatives a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the holders of Notes may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 15.

Each holder of a Note has the right to participate in a General Meeting in person or by proxy, correspondence, or, if the *statuts* of the Issuer so specify, videoconference or any other means of telecommunication allowing the identification of the participating Noteholders. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

(v) Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representatives and the alternate Representatives and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representatives to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable to holders of Notes, nor authorise or accept a postponement of the date of payment of interest on or a modification of the terms of repayment of or the rate of interest on the Notes, nor establish any unequal treatment between the holders of Notes.

General Meetings may deliberate validly on first convocation only if holders of Notes present or represented hold at least one-fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by holders of Notes attending such General Meetings or represented thereat.

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder on the third business day in Paris preceding the date set for the meeting of the relevant General Meeting at 0:00, Paris time.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 15.

(vi) Information to holders of Notes

Each holder of a Note or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant holders of Notes at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

(vii) Expenses

The Issuer will pay all expenses relating to the operation of the Masse (including those incurred by the Representatives in the proper performance of their functions and duties), and those relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.

(viii) Single Masse

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated and/or consolidated with the Notes of such first mentioned Series in accordance with Condition 14, may, for the defence of their respective common interests, be grouped in a single Masse. The Representatives appointed in respect of the first Tranche of any Series of Notes will be the Representatives of the single Masse of all Tranches in such Series.

For the avoidance of doubt, in this Condition 11 “outstanding” shall not include those Notes subscribed or purchased by the Issuer pursuant to, respectively, Article L.515-32-1 and Article L 213-1 A of the French *Code monétaire et financier* that are held by it and not cancelled.

12 Modification of Agency Agreement

In respect of English Law Notes only, the Fiscal Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification of such Notes and any related Receipts and/or Coupons which is (i) to cure or correct any ambiguity or defective or inconsistent provision contained herein, provided that such modification is not in the opinion of the Fiscal Agent and the Issuer materially prejudicial to the interests of such Noteholders, Receiptholders and/or Couponholders; or (ii) to correct any manifest error; or (iii) to comply with mandatory provisions of French law. Any such modification shall be binding on such Noteholders, Couponholders and Receiptholders and any such modification shall be notified to such Noteholders in accordance with Condition 15 as soon as practicable thereafter.

In the case of an issue of Subordinated Notes, any proposed modification of any provisions of the Notes will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de Contrôle Prudentiel*.

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders or the Couponholders.

13 Replacement of Certificates, Notes, Receipts, Coupons and Talons

In the case of Bearer Notes or Materialised Notes, if a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and stock exchange regulations, at the respective specified offices of the Fiscal Agent or the Paying Agent in Luxembourg (in the case of Bearer Notes, and Materialised Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues and Consolidation

(a) Further Issues

The Issuer may from time to time without the consent of the Noteholders, the Receiptholders or Couponholders create and issue further notes, bonds or debentures having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such Notes to “Issue Date” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly. For the purposes of French law, such further notes shall be assimilated (*assimilables*) to the Notes as regards their financial service.

(b) Consolidation

The Issuer may also from time to time, without the consent of the Noteholders, the Receiptholders or the Couponholders, consolidate the Notes with one or more issues of other notes, bonds or debentures issued by it, whether or not originally issued in one of the European national currencies or in euro,

provided that such other notes, bonds or debentures have been redenominated in euro (if not originally denominated in euro) and otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

15 Notices

- (a) Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. In addition, so long as any Registered Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of that exchange so require, notices to the holders of such Notes will be valid if placed in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the website of the Luxembourg Stock Exchange (www.bourse.lu). Notices to the holders of Bearer Notes and Materialised Notes will be valid if published in a leading newspaper having general circulation in London (which is expected to be the *Financial Times*) and, so long as the Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of that exchange so require, in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the website of the Luxembourg Stock Exchange (www.bourse.lu) and, if listed on any other Stock Exchange, published in accordance with the rules of such exchange.
- (b) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) they are published in a daily leading newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or, (iii) in respect of Notes admitted to trading on the Luxembourg Stock Exchange if they are published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Provided that, so long as such Notes are admitted to trading on a Regulated Market and that the rules of that Regulated Market require such publication, notices shall be valid if published in a leading daily newspaper with general circulation in the country where the Regulated Market on which such Notes are admitted to trading is located, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort*.
- (c) Notices to the holders of Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or, in respect of Notes admitted to trading on the Luxembourg Stock Exchange, if they are published on the website of the Luxembourg Stock Exchange (www.bourse.lu). Provided that, so long as such Notes are admitted to trading on a Regulated Market and the rules of that Regulated Market require such publication, notices shall be valid if published in a leading daily newspaper with general circulation in the country where the Regulated Market on which such Notes are admitted to trading is located, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort*.
- (d) If any such publication is not practicable, notice shall be validly given if published in another daily leading English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Where applicable, Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes or Materialised Notes in accordance with this Condition.

- (e) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 15(b), (c), (d) above; except that (i) so long as such Notes are admitted to trading on a Regulated Market and the rules of that Regulated Market so require, notices shall also be published in a leading daily newspaper with general circulation in the country where the Regulated Market on which such Notes are admitted to trading is located, which, in the case of the Luxembourg Stock Exchange, is expected to be the Luxemburger Wort and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 (b) shall also be published in a daily leading newspaper of general circulation in Europe.

16 Contracts (Rights of Third Parties) Act 1999

In respect of English Law Notes only, no person shall have the right to enforce any term or condition of these Notes under the Contracts (Rights of Third Parties) Act 1999.

17 Governing Law

(a) *English Law Notes*

(i) Governing Law

The Notes, the Receipts, the Coupons, the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law except that the provisions of Condition 3(b)(x) are governed by, and shall be construed in accordance with, French law.

(ii) Jurisdiction

The High Court of Justice in England is to have jurisdiction to settle any disputes which may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (“**Proceedings**”) may be brought in such court. The Issuer irrevocably submits to the jurisdiction of such court and waives any objection to Proceedings in such court on the ground that the Proceedings have been brought in an inconvenient forum or otherwise. This submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(iii) Service of Process

The Issuer irrevocably appoints its London Branch presently at Cannon Bridge, 25 Dowgate Hill, London EC4R 2YA as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason the Issuer ceases to have a London branch or such process agent ceases to be able to act as such the Issuer irrevocably agrees to appoint a suitable process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 15. Nothing shall affect the right to serve process in any manner permitted by law.

(b) **French Law Notes**

(i) **Governing Law**

The Notes, the Receipts, the Coupons, the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, French law.

(ii) **Jurisdiction**

Any claim against the Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court in Paris.

18 Terms for Equity Linked Notes (single share)

This Condition applies if and as specified in the applicable Final Terms.

(a) **General Definitions**

“**Barrier Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below.

“**Company**” means the issuer of the Share or, as the case may be, of the Underlying Share as specified in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions as set out in Condition 18(f) (*Particular Provisions*) below.

“**Depository Receipt**” or “**DR**” means a negotiable financial instrument with the ISIN (International Securities Identification Number) code or any other identification code as of the Issue Date specified as such in the applicable Final Terms issued by the DR Sponsor pursuant to relevant Deposit Agreement evidencing ownership of a specified number of Underlying Shares in the Company on deposit with a custodian in the issuer’s home market and quoted in the DR Specified Currency, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below.

“**Deposit Agreement**” means the agreement(s) or other instrument(s) constituting the Depository Receipt, as from time to time amended or supplemented in accordance with its (their) terms.

“**DR Specified Currency**” means the currency specified as such in the applicable Final Terms.

“**DR Sponsor**” means the depository bank as specified in the applicable Final Terms issuing the Depository Receipt.

“**Early Redemption Amount**” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency specified as such in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer’s obligations under the Notes). In respect of Fixed Interest Rate Notes and Index Linked Interest Notes and other variable-linked coupon amount Notes, for the purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable but shall be taken into account in calculating the fair market value of each Note.

“**Exchange**” means the exchange where the Share is mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, provided that the Exchange in respect of that Share on the Issue Date means the exchange or quotation system otherwise specified as such in the applicable Final

Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined, in its sole and absolute discretion, that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means any Scheduled Trading Day on which the Exchange and, if any, the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, such Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Rate” means, in respect of any Exchange Rate Determination Date, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms on such Exchange Rate Determination Date. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Exchange Rate (or a method for determining the Exchange Rate).

“Exchange Rate Business Day” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the financial centre(s) specified as such in the applicable Final Terms.

“Exchange Rate Determination Date” means, in respect of any amount for the purposes of which an Exchange Rate has to be determined, the Exchange Rate Business Day that is the number of Exchange Rate Business Days specified as such in the applicable Final Terms preceding the date of determination of such amount by the Calculation Agent.

“Exchange Traded Fund” or **“ETF”** means a fund or other pooled investment vehicle specified as such in the applicable Final Terms the Units of which are listed on the Exchange, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below.

“ETF Adviser” means the person appointed in the role of investment manager or investment adviser of the ETF specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions as set out in Condition 18(f) (*Particular Provisions*) below.

“ETF Minimum Tradable Quantity” means the number specified as such in the applicable Final Terms.

“ETF Administrator” means the administrator, trustee or other similar person with the primary administrative responsibilities for the ETF specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions as set out in Condition 18(f) (*Particular Provisions*) below.

“ETF Underlying Index” means the benchmark index to which such ETF is linked, subject to adjustment from time to time in accordance with the provisions as set out in Condition 18(f) (*Particular Provisions*) below.

“Final Price” means either:

- (A) for a Share other than a Share traded on any Japanese exchange:
 - (i) in respect of any Valuation Date, the price per Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on such Valuation Date; OR
 - (ii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the Specified Currency in which the Share is valued (with halves being rounded up)) of the Reference Prices on each of such Averaging Dates; OR

(B) for a Share traded on any Japanese exchange:

- (i) in respect of any Valuation Date, the last traded price per Share for the day quoted by the Exchange on such Valuation Date, provided however, that if there is a closing special quote per Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Final Price; OR
- (ii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the Specified Currency in which the Share is valued (with halves being rounded up)) of the Reference Prices on each of such Averaging Dates.

“**Initial Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms or, if no such price is specified or otherwise determined in the applicable Final Terms, the price of such Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on the Strike Date, subject to adjustment from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below.

“**Max**” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “,” inside those brackets.

“**Min**” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “,” inside those brackets.

“**Observation Period**” means each period specified as such in the applicable Final Terms.

“**Reference Price**” means, in respect of any Averaging Date, either:

- (A) for a Share other than a Share traded on any Japanese exchange, the price per Share as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Averaging Date; OR
- (B) for a Share traded on any Japanese exchange, the last traded price per Share for the day quoted by the Exchange on such Averaging Date, provided however, that if there is a closing special quote per Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Reference Price.

“**Reference Price**” means, in respect of any Averaging Date, the price per Share as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Averaging Date.

“**Related Exchange**” means the exchange where futures or options contracts relating to the Share are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, provided that the Related Exchange in respect of the Share on the Issue Date means the exchange or quotation system otherwise specified as such in the applicable Final Terms or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Share has temporarily relocated (provided that the Calculation Agent has determined, in its sole and absolute discretion, that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means in respect of the Exchange or, if any, the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means any day on which the Exchange and the Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“**Settlement Cycle**” means the period of Share Clearance System Business Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“**Share**” means an ordinary share or stock in the capital of the Company or, as the case may be, a Depositary Receipt evidencing ownership of the Underlying Share or, as the case may be, a Unit in the Exchange Traded Fund with the ISIN (International Securities Identification Number) code or any other identification code as of the Issue Date specified as such in the applicable Final Terms, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below.

“**Share Clearance System Settlement Disruption Event**” means an event beyond the control of the Issuer as a result of which (i) the Share Clearance System cannot clear the transfer of the Shares or (ii) the Share Clearance System ceases to clear all or any of such Shares.

“**Share Clearance System**” means the principal domestic clearance system customarily used for settling trades in the Share at any relevant time, as determined by the Calculation Agent.

“**Share Clearance System Business Day**” means any day on which the Share Clearance System is (or, but for the occurrence of a Share Clearance System Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“**Underlying Share**” means the share issued by the Company to which the Depositary Receipt is linked.

“**Unit**” means a unit of account of ownership in the Exchange Traded Fund.

“**Valuation Time**” means the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day or Automatic Early Redemption Valuation Date. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

“>” means that the item or number preceding this sign will be higher than the item or number following this sign.

“<” means that the item or number preceding this sign will be lower than the item or number following this sign.

“≥” means that the item or number preceding this sign will be equal to or higher than the item or number following this sign.

“≤” means that the item or number preceding this sign will be equal to or lower than the item or number following this sign.

“|” or “Abs ()” means the absolute value of the item or number inside the brackets.

(b) Valuation

(A) Strike Date

“**Strike Date**” means the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day,

subject to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) *Valuation Date*

“**Valuation Date**” means each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

(C) *Averaging Date*

“**Averaging Date**” means, in respect of any Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Valid Date subject to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) *Consequences of Disrupted Day(s)*

(A) *Definitions*

“**Disrupted Day**” means any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means the closure on any Exchange Business Day of the Exchange or, if any, the Related Exchange prior to its relevant Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent, in its sole and absolute discretion) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the relevant Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Shares on the Related Exchange.

“**Market Disruption Event**” means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent, in its sole and absolute discretion, determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the price of the Share triggers respectively the Knock-in Price or the Knock-out Price or (b) in all other circumstances ends at the relevant Valuation Time, or (iii) an Early Closure.

“Trading Disruption” means any suspension of, or limitation imposed on, trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) relating to that Share on the relevant Exchange, or (ii) in futures or options contracts relating to that Share on the relevant Related Exchange.

(B) *Provisions*

(1) Strike Date

If the Strike Date is a Disrupted Day, then the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Initial Price shall be the Calculation Agent’s good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Strike Date.

“Ultimate Strike Date” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If any Valuation Date is a Disrupted Day, then this Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Valuation Date shall be deemed to be that Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Final Price shall be the Calculation Agent’s good faith estimate of the value for the Share as of the Valuation Time on that Ultimate Valuation Date.

“Ultimate Valuation Date” means, in respect of any Scheduled Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Valuation Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) Averaging Dates

If any Averaging Date is a Disrupted Day, then this Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) the Reference Price in respect of that Averaging Date shall be the Calculation Agent’s good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Averaging Date.

“**Ultimate Averaging Date**” means, in respect of any Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date relating to this Observation Period.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

Knock-in Event and Knock-out Event

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the price of the Share triggers the Knock-in Price or the Knock-out Price, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) **Knock-in Event and Knock-out Event**

(A) *Knock-in Event*

“**Knock-in Event**” means (unless otherwise specified in the applicable Final Terms) that the price of the Share determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Price.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment and/or delivery under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Period**” means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is

specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Period Ending Date” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Valuation Time” means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“Knock-out Event” means (unless otherwise specified in the applicable Final Terms) that the price of the Share determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Price.

If **“Knock-out Event”** is specified as applicable in the Final Terms, then unless otherwise specified in such Final Terms, amendment to the terms of the Notes, as specified in the applicable Final Terms, and/or payment and/or delivery under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“Knock-out Price” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Day” means each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 18(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Period” means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“Knock-out Period Beginning Date” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Period Ending Date” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Valuation Time” means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

(e) **Automatic Early Redemption**

(A) *Definitions*

“**Automatic Early Redemption Averaging Date**” means, in respect of any Automatic Early Redemption Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Automatic Early Redemption Valid Date subject to “Consequences of Disrupted Day(s)” set forth below.

“**Automatic Early Redemption Date**” means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“**Automatic Early Redemption Event**” means (unless otherwise specified in the applicable Final Terms) that the Share Price is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Price.

“**Automatic Early Redemption Observation Period**” means each period specified as such in the applicable Final Terms.

“**Automatic Early Redemption Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) below.

“**Automatic Early Redemption Rate**” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“**Automatic Early Redemption Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“**Automatic Early Redemption Valuation Date**” means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“**Share Price**” means either:

for Shares other than a Share traded on any Japanese exchange:

in respect of any Automatic Early Redemption Valuation Date, the price per Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on such Automatic Early Redemption Valuation Date; OR

in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Share is valued (with halves being rounded up)) of the Specified Prices of such Share on each of such Automatic Early Redemption Averaging Dates; OR

for Shares traded on any Japanese exchange:

(A) in respect of any Automatic Early Redemption Valuation Date, the last traded price per Share of the day quoted by the Exchange on such Automatic Early Redemption Valuation Date, provided however, that if there is a closing special quote per Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Share Price; OR

(B) in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the Specified Currency in which the

Share is valued (with halves being rounded up)) of the Specified Prices of such Share on each such Automatic Early Redemption Averaging Dates.

“**Scheduled Automatic Early Redemption Valuation Date**” means, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

“**Specified Price**” means, in respect of any Automatic Early Redemption Averaging Date, either:

- (A) for a Share other than a Share traded on any Japanese exchange, the price per Share as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Automatic Early Redemption Averaging Date; OR
- (B) for a Share traded on any Japanese exchange, the last traded price per Share for the day quoted by the Exchange on such Automatic Early Redemption Averaging Date, provided however, that if there is a closing special quote per Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Specified Price.

(B) *Consequences of the occurrence of an Automatic Early Redemption Event*

If “**Automatic Early Redemption Event**” is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount equal to the relevant Automatic Early Redemption Amount.

“**Automatic Early Redemption Amount**” means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) *Consequences of Disrupted Days*

(1) Automatic Early Redemption Valuation Date

If any Automatic Early Redemption Valuation Date is a Disrupted Day, then this Automatic Early Redemption Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Share Price shall be the Calculation Agent’s good faith estimate of the value for the Share as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date.

“**Ultimate Automatic Early Redemption Valuation Date**” means, in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Automatic Early Redemption Averaging Date

If any Automatic Early Redemption Averaging Date is a Disrupted Day, then this Automatic Early Redemption Averaging Date shall be the first succeeding Automatic Early Redemption Valid Date. If the first succeeding Automatic Early Redemption Valid Date has not occurred as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date, then (1) the Ultimate Automatic Early Redemption Averaging Date shall be deemed to be that Automatic Early Redemption Averaging Date (irrespective of whether the Ultimate Automatic Early Redemption Averaging Date is already an Automatic Early Redemption Averaging Date), and (2) the Specified Price in respect of that Automatic Early Redemption Averaging Date shall be the Calculation Agent’s good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date.

“**Ultimate Automatic Early Redemption Averaging Date**” means, in respect of any Automatic Early Redemption Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Automatic Early Redemption Averaging Date or Disrupted Day, would have been the final Automatic Early Redemption Averaging Date relating to this Automatic Early Redemption Observation Period.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) **Particular Provisions**

(A) *Potential Adjustment Events*

(1) Definitions

“**Potential Adjustment Event**” means, with respect to any Company and/or any Share, any of the following as determined by the Calculation Agent:

- (i) a subdivision, consolidation or reclassification of Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Shares, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) a dividend which the Calculation Agent determines, in its sole and acting in good faith and in a commercially reasonable manner, should (in whole or part) be characterised as an extraordinary dividend;
- (iv) a call by the Company in respect of Shares that are not fully paid;

- (v) repurchase by the Company or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
 - (vi) in respect of the Company, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
 - (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.
- (2) Consequences
- (i) If a Potential Adjustment Event occurs from, and including, the Issue Date to, and including, the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the Calculation Agent will promptly determine, in its sole and absolute discretion, whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of that Share and, if so, will:
 - (a) make such adjustment(s), if any, to any one or more of the Barrier Price and/or the Trigger Price and/or the Initial Price and/or the Knock-in Price and/or the Knock-out Price and/or the Automatic Early Redemption Price and/or (if Redemption by Physical Delivery) the Relevant Number of Shares and/or any of the other relevant terms of the Notes that the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for that diluting or concentrative effect; and
 - (b) determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s).

The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on such Share traded on such options exchange.
 - (ii) The Calculation Agent shall not be required to make an adjustment to the terms of the Notes if it determines (with reference as the case may be to the adjustment method of the Related Exchange on which options on the Shares are traded) that the theoretical change in value of any Share resulting from the occurrence of one or more events listed in the provisions hereof above is less than or equal to one per cent. (or otherwise specified in the applicable Final Terms) of the value of that property immediately before the occurrence of that event or those events.
 - (iii) No adjustments to the property comprised within any Share will be required other than those specified above. However, the Issuer may cause the Calculation Agent to make additional adjustments to the property comprised within any Share to reflect changes occurring in relation to such property in other circumstances

where the Issuer determines, in its sole and absolute discretion, that such changes are appropriate.

(B) Correction of Share Price

In the event that any price published on the Exchange and which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is published by the relevant Exchange within one relevant Settlement Cycle after the original publication, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary, the Calculation Agent may adjust any relevant terms accordingly.

(C) Merger Events and Tender Offers

(1) Definitions

“**Combined Consideration**” means New Shares in combination with Other Consideration.

“**Merger Date**” means the closing date of a Merger Event (as determined by the Calculation Agent) or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

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

“**Minimum Percentage**” means 10 per cent. or the percentage specified as such in the applicable Final Terms.

“**New Shares**” means ordinary or common shares, whether of the entity or person (other than the Company) involved in the Merger Event or the making of the Tender Offer or a third party), that are, or that as of the Merger Date or Tender Offer Date are promptly scheduled to be, (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the

European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

“**Other Consideration**” means cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the Company) involved in the Merger Event or the making of the Tender Offer or a third party).

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than the Minimum Percentage and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent, acting in its sole and absolute discretion, based upon the making of filings with governmental or self regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

(2) Consequences

If the Calculation Agent determines, in its sole and absolute discretion, that a Merger Event or a Tender Offer, has occurred at any time from, and including, the Issue Date to, and including, the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, it shall forthwith notify the Issuer of the occurrence of such event and the relevant Merger Date or, as the case may be, Tender Offer Date and the Issuer may elect, in its sole and absolute discretion, on or after the Merger Date or, as the case may be, the Tender Offer Date:

- (i) in the case where the Share continue to be listed and traded on the Exchange, to retain such Share as the underlying share to which the Notes are linked, subject to any adjustments to the terms of the Notes as the Calculation Agent determines appropriate, in its sole and absolute discretion;

OR (but not and)

- (ii) to require the Calculation Agent (a) to make such adjustment(s) to the redemption, payment or any other terms of the Notes as the Calculation Agent, in its sole and absolute discretion, considers to be appropriate to account for the economic effect on the Notes of such Merger Event or Tender Offer (including, without limitation, (A) the replacement of the Share by the number of New Shares and/or the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of a Share would be entitled upon consummation of the Merger Event or the Tender Offer and/or (B) the adjustment to the Barrier Price and/or the Trigger Price and/or the Initial Price and/or the Knock-in Price and/or the Knock-out Price and/or the Automatic Early Redemption Price and/or (if Redemption by Physical Delivery) the Relevant Number of Shares and/or any of the other relevant terms of the Notes that the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for such replacement) and (b) to determine, in its sole and absolute discretion, the effective date of such adjustment(s).

If a holder of Shares could make an election as between different components of the New Shares and/or Other Consideration, the Calculation Agent shall make, in its sole and absolute discretion, such election for the purposes of this subparagraph (ii).

In the case of Combined Consideration, the Calculation Agent may, in its sole and absolute discretion, determine that the Share shall be replaced by the number of New Shares equal to the sum of (a) the number of New Shares, which originally formed part of the Combined Consideration together with (b) the number of additional New Shares that could be purchased using the value on the Merger Date or, as the case may be, the Tender Offer Date of the Other Consideration.

In the event that the consideration for the Share consists of more than any one type of share or security, the Calculation Agent may determine, in its sole and absolute discretion, that the Share will be comprised of some but not all of such considerations (the “**Retained Consideration**”), and that the balance of the consideration shall not be so retained for purposes of comprising the Share (the “**Non Retained Consideration**”); provided, however, that an adjustment shall be made to the Retained Consideration comprising the Share so as to take into account the value of the Non Retained Consideration. The foregoing adjustment shall be made with reference to the values of the Retained Consideration and Non Retained Consideration in accordance with the quotations (if any) of the Retained Consideration and the Non Retained Consideration, respectively, made on the first Exchange Business Day following the Merger Date or, as the case may be, the Tender Offer Date and otherwise as the Calculation Agent may reasonably determine;

OR (but not and)

- (iii) to redeem all (but not some only) of the Notes on the tenth Business Day following the Merger Date or, as the case may be, the Tender Offer Date (such date being an “Early Redemption Date”) at the Early Redemption Amount determined, in its sole and absolute discretion, by the Calculation Agent as of the Merger Date or, as the case may be, the Tender Offer Date. The Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount. In such event, the Issuer shall promptly notify the Paying Agent and the Noteholders in accordance with Condition 15 that it has elected to redeem the Notes (such notice stating the Early Redemption Date and the applicable Early Redemption Amount).

(D) *Nationalisation, Insolvency and Delisting*

(1) Definitions

“**Delisting**” means that the Exchange announces that pursuant to the rules of the Exchange, the Share cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is in the European Union, in any member state of the European Union).

“**Insolvency**” means that the Company (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger), (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding

or filing its inability generally to pay its debts as they become due, (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof, (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets, (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter, or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

“**Nationalisation**” means that all the Shares or all the assets or substantially all the assets of the Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

(2) Consequences

If the Calculation Agent determines, in its sole and absolute discretion, that Nationalisation, Insolvency or Delisting has occurred in respect of the Share or the Company from, and including, the Issue Date to, and including, the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, it shall forthwith notify the Issuer of such event and the Issuer may elect, in its sole and absolute discretion, either:

- (i) to require the Calculation Agent to make such adjustment(s) to the redemption, settlement, payment or any other terms of the Notes (including, without limitation, the good faith estimate by the Calculation Agent of the value of the Share before the effective date of such event) as it, in its sole and absolute discretion, considers to be appropriate, and determine, in its sole and absolute discretion, the effective date of such adjustment(s); or
- (ii) to redeem all (but not some only) of the Notes on the tenth Business Day (such day being an “Early Redemption Date”) following the day (or, if such day is not a Business Day, the first Business Day following the day) on which the Issuer receives notice from the Calculation Agent that such Nationalisation or Insolvency or Delisting has occurred (such day being a “Notification Date”). The Notes shall be redeemed on the Early Redemption Date at the Early Redemption Amount determined by the Calculation Agent, in its sole and absolute discretion, as of the Notification Date. The Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount. The Issuer shall promptly notify the Paying Agent and the Noteholders in accordance with Condition 15 that it has

elected to redeem the Notes (such notice stating the Early Redemption Date and the applicable Early Redemption Amount).

(E) Miscellaneous

- (i) If more than one of the events set out above occurs, the adjustments (if any) to the terms of the Notes for the second and subsequent events shall be to the terms of the Notes as adjusted for preceding events.
- (ii) In the event that a determination is made that the Notes will be settled by Redemption by Physical Delivery and on or after the last Valuation Date or the last Averaging Date or the last Knock-in Determination Day or the last Knock-out Determination Day (but before the Settlement Date) a Potential Adjustment Event, a Merger Event, an Insolvency, a Nationalisation or a Delisting occurs, then the Issuer shall be entitled (but not obliged) upon immediate notice to the Noteholders to (i) delay the Settlement Date to such date that falls five Business Days following such event and (ii) cause the property comprising the Relevant Number of Shares to be thereupon adjusted in accordance with the provisions hereof.
- (iii) As soon as reasonably practicable under the circumstances after making any adjustment or modification to the terms of the Notes in accordance with these Conditions, whether in the exercise of its own discretion or at the request of the Issuer, the Calculation Agent will give notice thereof to the Issuer and to the Paying Agent whereupon the Issuer or the Paying Agent shall notify the Noteholders of such adjustment or modification in accordance with Condition 15.

(F) Additional Provisions applicable to Depositary Receipt

If the Share specified in the applicable Final Terms is a Depositary Receipt and if Condition 18(f)(F) is specified as applicable in the applicable Final Terms, then the following provisions shall apply:

- (i) The definition of “Potential Adjustment Event” in Condition 18(f)(A)(1) shall include:
 - (a) the occurrence of any Potential Adjustment Event in relation to the Underlying Share represented by the Share; and
 - (b) the making of any amendment or supplement to the terms of the Depositary Agreement.
- (ii) The definition of “Merger Event” in Condition 18(f)(C)(1) shall include the occurrence of any Merger Event in relation to the Underlying Share.
- (iii) The definitions of “Nationalisation” and “Insolvency” in Condition 18(f)(D)(1) shall be construed in relation to the Share as if reference to the Share were references to the Underlying Share.
- (iv) If the Deposit Agreement is terminated, then on or after the date of such termination, references to the Share herein shall be replaced by references to the Underlying Share and the Calculation Agent will adjust, in its sole and absolute discretion, any relevant terms and will determine the effective date of such replacement and adjustments.
- (v) The definitions of “Market Disruption Event” in Condition 18(c)(A) shall include the occurrence of a Market Disruption Event in relation to the Underlying Share.

(G) *Additional Provisions applicable to Exchange Traded Fund*

If the Share specified in the applicable Final Terms is a Unit in an Exchange Traded Fund and if Condition 18(f)(G) is specified as applicable in the applicable Final Terms, then the following provisions shall apply:

- (i) Condition 18(f)(D)(1) shall include the following definitions:

“Adjustment to the ETF Underlying Index” means that if (i) the sponsor of the ETF Underlying Index makes a material change in the formula for or the method of calculating the ETF Underlying Index or in any other way materially modifies the ETF Underlying Index (other than a modification prescribed in that formula or method to maintain the ETF Underlying Index in the event of changes in constituent stock and capitalisation and other routine events) or (ii) the sponsor of the ETF Underlying Index fails to calculate and announce the ETF Underlying Index and no successor index using, in the determination of the Calculation Agent, a substantially similar formula for and method of calculation as used in the calculation of the ETF Underlying Index is announced and as a result there is a material change in the price of the Shares.

“Change of Investment Policy” means that the ETF Adviser of the Company effects or announces an intention to effect a change in the investment objectives, risk profile or investment guidelines of the Company in any material respect or makes any other material change to the terms and conditions of the Company such that the Shares cease to or are reasonably likely to cease to track the ETF Underlying Index.

“Liquidation” means that by reason of voluntary or involuntary liquidation or winding up of the ETF Administrator, the Shares are required to be transferred to a manager, trustee, liquidator or other similar official or holders of the Shares become legally prohibited from transferring them.”

“Redemption of Shares” means that the Shares are redeemed in accordance with their terms or notice of such redemption is given to the holders of the Shares.

“Restrictions on Shares” means that the Shares cease to or are reasonably likely to cease to track the ETF Underlying Index by reason of (i) any failure by the ETF Adviser to act in accordance with the investment objectives, risk profile or investment guidelines of the Company, (ii) any restriction placed on the ability of the ETF Adviser to buy or sell shares or other property by any regulatory body, (iii) any limitation on the ability of the ETF Adviser to buy or sell shares or other property by reason of liquidity, adverse market conditions or decrease in the assets of the Company, and in any such case, in the opinion of the Calculation Agent such situation is unlikely to be corrected within a reasonable period of time.”

“Termination of ETF Adviser and/or ETF Administrator” means that (i) voluntary or involuntary liquidation, bankruptcy or any analogous insolvency proceedings including for the avoidance of doubt, bankruptcy, civil rehabilitation proceedings, corporate reorganisation proceedings, company arrangement or special liquidation are commenced with respect to the ETF Adviser or the ETF Administrator or (ii) the appointment of the ETF Adviser or ETF Administrator of the Company is terminated in accordance with its terms or notice of such termination is given to the holders of the Shares or (iii) the ETF Adviser or ETF Administrator of the Company fails to maintain or obtain, as the case may be, all required approvals and authorisations by the relevant financial and administrative authorities necessary to perform its obligations in respect of the Company and the Shares or (iv) it becomes illegal or impossible in the opinion of the Calculation

Agent for the ETF Adviser or ETF Administrator of the Company to continue to act as ETF Adviser or ETF Administrator of the Company, and in any such case in the determination of the Calculation Agent no appropriate successor is appointed to act as adviser or administrator, as the case may be, of the Company.”

- (ii) Condition 18(f)(D)(2) shall be construed as if reference to the Nationalisation, Insolvency or Delisting were also references to “Adjustment to the ETF Underlying Index”, “Change of Investment Policy”, “Liquidation”, “Redemption of Shares”, “Restrictions on Shares”, “Termination of Adviser and/or Administrator” as defined above.
- (iii) The definition of “Integral Number of Shares” in Condition 18(g)(A) is deleted and replaced by the following: “Integral Number of Shares” means, in respect of each Note, an integral number of Shares equal to the Relevant Number of Shares rounded downwards to the ETF Minimum Tradable Quantity. For the avoidance of doubt the Integral Number of Shares as of the Issue Date is specified in the applicable Final Terms.”
- (iv) The definition of “Residual Cash Amount” in Condition 18(g)(A) is deleted and replaced by the following: “Residual Cash Amount” means, in respect of each Note, an amount in the Specified Currency in the applicable Final Terms equal to the product of (i) the Residual Number of Shares and (ii) the Ultimate Final Price divided by the Prevailing Exchange Rate (if any).”

(g) Redemption by Physical Delivery

(A) Definitions

“**Clearance System**” means indiscriminately the Share Clearance System, Clearstream Luxembourg or Euroclear.

“**Clearance System Business Day**” means any day on which each of Euroclear or Clearstream, Luxembourg, as the case may be, and the Share Clearance System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“**Clearstream Luxembourg**” means, Clearstream Banking, *société anonyme* (or any successor thereof).

“**Delivery Agent**” means NATIXIS appointed by the Issuer, which term shall include any successor or any agent acting on behalf thereof, as the case may be. The Delivery Agent will act solely as agent of the Issuer and will not assume any obligations to, or relationship of agency or trust for or with, the Noteholders. The Issuer reserves the right at any time to vary or terminate the appointment of the Delivery Agent and to appoint or not other Delivery Agent.

“**Disruption Cash Settlement Price**” means, in respect of any Note, an amount in the Specified Currency specified as such in the applicable Final Terms equal to the fair market value of a Note less (i) the Residual Cash Amount and (ii) the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent, in its sole and absolute discretion.

“**Euroclear**” means Euroclear S.A./N.V. (or any successor thereof).

“**Integral Number of Shares**” means, in respect of each Note, an integral number of Shares equal to the Relevant Number of Shares rounded downwards to the nearest integral number; except if “Notes to be aggregated for the purposes of determining the number of Shares to be

delivered” is specified as applicable in the applicable Final Terms, in which case “Integral Number of Shares” shall be deemed not applicable. For the avoidance of doubt the Integral Number of Shares as of the Issue Date is specified in the applicable Final Terms.

“**Physical Delivery Rounding Convention**” means the method specified in the applicable Final Terms or, if such Physical Delivery Rounding Convention is not specified, the figure to be rounded shall be rounded upwards to the nearest third decimal.

“**Prevailing Exchange Rate**” means, in respect of any date specified in the applicable Final Terms, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Prevailing Exchange Rate (or a method for determining the Prevailing Exchange Rate).

“**Relevant Number of Shares**” means, in respect of each Note, a number of Shares equal to (i) the denomination of each Note multiplied by the Prevailing Exchange Rate (if any) divided by (ii) the Initial Price, subject to the Physical Delivery Rounding Convention and to adjustment from time to time in accordance with the provisions as set out in Condition 18(f) (*Particular Provisions*) above. For the avoidance of doubt, the Relevant Number of Shares as of the Issue Date is specified in the applicable Final Terms.

“**Residual Cash Amount**” means, in respect of each Note, an amount in the Specified Currency specified in the applicable Final Terms equal to the product of (i) the Residual Number of Shares and (ii) the Ultimate Final Price divided by the Prevailing Exchange Rate (if any).

“**Residual Number of Shares**” means, in respect of each Note, a number of Shares equal to (i) the Relevant Number of Shares minus (ii) the Integral Number of Shares; except if “Notes to be aggregated for the purposes of determining the number of Shares to be delivered” is specified as applicable in the applicable Final Terms, in which case “Residual Number of Shares” shall be deemed not applicable. For the avoidance of doubt, the Residual Number of Shares as of the Issue Date is specified in the applicable Final Terms.

“**Settlement Date**” means the Maturity Date. If a Settlement Disruption Event does prevent delivery on that day, then the Settlement Date will be the first succeeding day on which delivery of the Integral Number of Shares can take place through the relevant Clearance System unless a Settlement Disruption Event prevents settlement on each of the five Clearance System Business Days immediately following the original date that, but for the Settlement Disruption Event, would have been the Settlement Date. In that case, (a) if the Integral Number of Shares can be delivered in any other commercially reasonable manner, as determined by the Calculation Agent in its sole discretion, then the Settlement Date will be the first day on which settlement of a sale of the Integral Number of Shares executed on that fifth Clearance System Business Day customarily would take place using such other commercially reasonable manner of delivery (which other manner of delivery will be deemed to be the relevant Clearance System for the purposes of delivery of the relevant Integral Number of Shares), and (b) if the Integral Number of Shares cannot be delivered in any other commercially reasonable manner, as determined by the Calculation Agent in its sole discretion, then in lieu of physical settlement the Issuer may satisfy its obligations in respect of each of the relevant Notes by payment to the Noteholders of the Disruption Cash Settlement Price on the third Business Day following such fifth Clearance System Business Day. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the shares or securities comprised in the Relevant Number of Shares, the Settlement Date for shares or securities not affected by the Settlement Disruption Event will be the Maturity Date. In the event that a Settlement Disruption Event will result in the delivery on the Settlement Date of some but not all of the shares or securities comprised in the Relevant

Number of Shares, the Calculation Agent shall determine in its sole discretion the appropriate pro rata portion of the Disruption Cash Settlement Price which the Issuer, to satisfy its obligations in respect of each of the relevant Notes to the extent the Issuer has not already done so by delivery of shares or securities comprised in the Relevant Number of Shares, will pay to the Noteholders on the third Business Day following the fifth Clearance System Business Day.

“Settlement Disruption Event” means an event beyond the control of the Issuer or the Delivery Agent as a result of which (i) Euroclear or Clearstream, Luxembourg, as the case may be, or the Share Clearance System cannot clear the transfer of the Shares or (ii) Euroclear or Clearstream, Luxembourg, as the case may be, or the Share Clearance System ceases to clear all or any of such Shares.

“Ultimate Final Price” means the Final Price or, if there are several Valuation Dates, the Final Price in respect of the last Valuation Date or otherwise specified as such in the applicable Final Terms.

(B) Provisions

- (i) *In the case of Redemption by Physical Delivery, provided that notice of Redemption by Physical Delivery shall be made by the Calculation Agent or the Issuer to the Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, on or immediately after the last Valuation Date or the last Averaging Date or the last Knock-in Determination Day or the last Knock-out Determination Day, each Noteholder shall not later than two Business Days before the Maturity Date (the “**Delivery Notice Date**”) (or on such earlier date as the Calculation Agent, acting in its sole discretion, shall determine is necessary for the Issuer and Euroclear and/or Clearstream, Luxembourg, as the case may be, to perform their respective obligations under the Notes and which earlier date has been notified to the Issuer, and of which the Issuer shall then promptly inform Noteholders) send to Euroclear and/or Clearstream, Luxembourg, as the case may be, (in accordance with its then applicable operating procedures and accepted methods of communication), an irrevocable notice designating its security and cash accounts for the purposes of Redemption by Physical Delivery and details of such accounts at Euroclear or Clearstream, Luxembourg or the Share Clearance System (the “**Delivery Notice**”).*
- (ii) *For the avoidance of doubt, the Issuer shall be under no obligation to compensate or indemnify the Noteholder(s) for any delay or failure on the part of the Issuer or the Delivery Agent to deliver or procure the delivery of the Integral Number of Shares on the Settlement Date and/or to pay or procure the payment of the Residual Cash Amount on the Maturity Date to the Noteholder(s) to the extent Euroclear and/or Clearstream, Luxembourg, as the case may be, does not receive the Delivery Notice from the Noteholder(s) on (or before, as may be applicable) the Delivery Notice Date or, to the extent that for any reason Euroclear and/or Clearstream, Luxembourg fail, or fail within any relevant period, to transmit (whether or not in accordance with its then applicable operating procedures and accepted methods of communication) any notice by or on behalf of the Issuer or the Delivery Agent to its participants. Without prejudice to the preceding sentence and clause (iv) below, in the event that Euroclear and/or Clearstream, Luxembourg do not receive a Delivery Notice from a Noteholder on or before the tenth Business Day following the Maturity Date, the Issuer shall be entitled (but not obliged) to pay to such Noteholder, as soon as reasonably practicable on or following such date an amount, determined by the Calculation Agent in its sole and absolute discretion and notified to the Issuer, the Paying Agent, Euroclear and/or Clearstream, Luxembourg, as*

the case may be, (to be communicated by them to the relevant Noteholders) in writing promptly following such determination, equal to the fair market value of such Integral Number of Shares and/or the Residual Cash Amount at the date determined in good faith by the Issuer, in full satisfaction of its obligations under such Notes.

- (iii) A Delivery Notice once delivered to Euroclear or Clearstream, Luxembourg, as the case may be, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Noteholder may not transfer any Note that is the subject of a Delivery Notice following delivery of such Delivery Notice to Euroclear or Clearstream, Luxembourg, as the case may be.
- (iv) A Delivery Notice shall only be valid to the extent that Euroclear and/or Clearstream, Luxembourg, as the case may be, have not received conflicting prior instructions in respect of the Notes that are the subject of the Delivery Notice. Failure properly and timely to provide a Delivery Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly provided shall be made by Euroclear and/or Clearstream, Luxembourg, as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder. If a Delivery Notice has not been provided properly and timely, the Issuer or the Delivery Agent shall not be obliged to make any payment or delivery in respect of the Notes which are the subject of the Delivery Notice.
- (v) Receipt by Euroclear and/or Clearstream, Luxembourg, as the case may be, of a valid Delivery Notice shall be deemed to constitute (i) written confirmation of an irrevocable election and undertaking by the relevant Noteholder to select the account at Euroclear or Clearstream, Luxembourg or the Share Clearance System specified therein and (ii) an undertaking by the relevant Noteholder to pay any costs, applicable value added or sales taxes, transfer taxes, stamp duties and other taxes and duties due by reason of delivery of the Integral Number of Shares to the account at Euroclear or Clearstream, Luxembourg or the Share Clearance System or to reimburse Euroclear or Clearstream, Luxembourg, as the case may be, or the Share Clearance System in respect of any such costs, taxes or duties.
- (vi) In the event that any Note is not represented by a Global Note or Global Certificate held on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, the Issuer or the Delivery Agent shall procure that notice shall be provided to the relevant Noteholders in accordance with Condition 15, describing the method by which an account at the Share Clearance System shall be irrevocably designated for such Noteholders and such designation shall be binding on the Issuer and such Noteholders.
- (vii) Upon receipt of such Delivery Notice, Euroclear and/or Clearstream, Luxembourg, as the case may be, shall (a) verify that the person specified therein as the Noteholder is the holder of the specified nominal amount of Notes according to its books (provided that if such verification shows that such person is not the Noteholder according to its books, the Delivery Notice shall not be valid) and (b) shall, in accordance with its then applicable operating procedures, send a copy of the Delivery Notice to the Issuer, the Delivery Agent and such other persons as the Issuer or the Delivery Agent may previously have specified.
- (viii) The nominal amount of a number of Notes delivered by the same Noteholder for redemption shall not be aggregated for the purpose of determining the number of Shares to be delivered in respect of such Notes. However if the paragraph “Notes to be aggregated for the purposes of determining the number of Shares to be delivered” is

specified as applicable in the applicable Final Terms, then the Notes delivered by the same Noteholder for exchange shall be aggregated for the purpose of determining the number of Shares to be delivered in respect of such Notes. In such case, the Shares deliverable to a Noteholder in respect of the Notes held by it will be a whole number of Shares provided that where the number of Shares which would otherwise be deliverable hereunder includes a fraction of such Shares, the number of such Shares shall be rounded downwards to the nearest integral number and the cash equivalent of such fraction (the “**Additional Cash Amount**”) will be paid to this Noteholder. The Additional Cash Amount shall be an amount in the Specified Currency specified in the applicable Final Terms equal to the product of (i) the above mentioned fraction and (ii) the Exchange traded price of the Share as of the close of trading on the Exchange on the date specified in the applicable Final Terms or, if such price is not available in the sole opinion of the Calculation Agent on such date, the price determined by the Calculation Agent in its sole and absolute discretion.

- (ix) Delivery of any Shares is subject to all applicable laws, regulations and practices and neither the Issuer nor the Delivery Agent shall incur liability whatsoever if it is unable to deliver or procure the delivery of the Shares to the Noteholder because of any such laws, regulations or practices. Neither the Issuer nor the Delivery Agent shall under any circumstances be liable for any acts or defaults of Euroclear and/or Clearstream, Luxembourg, as may be applicable, and/or the Share Clearance System in relation to the performance of the duties in relation to the Notes, including but not limited to the delivery of the Shares to the Noteholder.
- (x) After delivery by the Issuer or the Delivery Agent to the relevant Noteholder(s) through Euroclear and/or Clearstream, Luxembourg, as may be applicable, and/or the Share Clearance System of the Shares (if applicable) and for such period of time as the Issuer or its agent or nominee shall continue to be registered in any clearance system or otherwise as the owner of the Shares (the “**Intervening Period**”), neither the Issuer nor its agent or nominee shall:
 - (a) be under any obligation to deliver to such Noteholder(s) or any subsequent beneficial owner of the Shares any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the Issuer or its agent or nominee in its capacity as the holder thereof; or
 - (b) exercise any or all rights (including voting rights) attaching to such Shares or part thereof during the Intervening Period without the prior written consent of the relevant Noteholder(s), provided that neither the Issuer nor its agent or nominee shall be under any obligation to exercise any such rights during the Intervening Period; or (c) be under any liability to such Noteholder(s) or any subsequent beneficial owner of the Shares in respect of any loss or damage which such Noteholder(s) or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of the Issuer or its agent or nominee being registered in such clearance system or otherwise during such Intervening Period as legal owner of the Shares.
- (xi) The Issuer or the Delivery Agent shall not be under any obligation to register or procure the registration of any holder of any Note, or any other person acting on behalf of such holder, or any other person, as the registered holder of any Shares in respect of such Note.

- (xii) No right to dividends on the Shares will accrue to Noteholders prior to the Settlement Date.

(h) Range Accrual

(A) Definitions

“**Range Accrual Rate**” means, in respect of any Monitoring Period, a rate determined by the Calculation Agent, expressed as a percentage, equal (unless otherwise specified in the applicable Final Terms) to the number of Triggering Days comprised in this Monitoring Period divided by the number of Monitoring Days comprised in this Monitoring Period.

“**Monitoring Day**” means, in respect of any Monitoring Period, any day comprised in such Monitoring Period that is (unless otherwise specified in the applicable Final Terms) a Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth below.

“**Monitoring Period**” means any period which commences on, but excludes, any Reference Date and ends on, and includes, the immediately following Reference Date provided that for the avoidance of doubt the first Monitoring Period will commence on, but exclude, the first Reference Date and the last Monitoring Period will end on, and include, the last Reference Date.

“**Number of Monitoring Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period.

“**Number of Triggering Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period which are Triggering Days.

“**Reference Dates**” means the dates specified as such in the applicable Final Terms or, if any of such dates is not a Monitoring Day, the next following Monitoring Day.

“**Triggering Day**” means any Monitoring Day where the price per Share as determined by the Calculation Agent as of the Trigger Valuation Time on the relevant Exchange on such Monitoring Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Trigger Price.

“**Trigger Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 18(f) (*Particular Provisions*) above.

“**Trigger Valuation Time**” means the time or period of time on any Monitoring Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Trigger Valuation Time, the Trigger Valuation Time shall be the Valuation Time.

(A) Consequences

If “**Range Accrual**” is specified as applicable in the Final Terms, then the provisions comprised in this Condition 18(h) shall apply to any Interest Amount and/or the Redemption Amount subject to the determination of the relevant Range Accrual Rate.

(B) Consequences of Disrupted Days

Unless otherwise specified in the applicable Final Terms, if any Monitoring Day is a Disrupted Day, then such Monitoring Day will be deemed not to be a Monitoring Day and shall be accordingly disregarded for the determination of the Number of Monitoring Days and the Number of Triggering Days.

This Condition applies if and as specified in the applicable Final Terms.

(a) General Definitions

(A) Common definitions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

“**Barrier Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to “**Particular Provisions**” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Early Redemption Amount**” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency specified in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer’s obligations under the Notes). In respect of Fixed Interest Rate Notes and Index Linked Interest Notes and other variable-linked coupon amount Notes, for the purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable but shall be taken into account in calculating the fair market value of each Note.

“**Exchange Rate**” means, in respect of any Exchange Rate Determination Date, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms on such Exchange Rate Determination Date. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Exchange Rate (or a method for determining the Exchange Rate).

“**Exchange Rate Business Day**” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the financial centre(s) specified as such in the applicable Final Terms.

“**Exchange Rate Determination Date**” means, in respect of any amount for the purposes of which an Exchange Rate has to be determined, the Exchange Rate Business Day that is the number of Exchange Rate Business Days specified as such in the applicable Final Terms preceding the date of determination of such amount by the Calculation Agent.

“**Final Level**” means either:

- (i) in respect of any Valuation Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on such Valuation Date; OR
- (ii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Index is valued (with halves being rounded up)) of the Relevant Levels on each of such Averaging Dates.

“**Initial Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms or, if no such level is specified or otherwise determined in the applicable Final Terms, the level of the Index as determined by the Calculation Agent as of the Valuation Time on the Strike Date, subject to “**Particular Provisions**” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Max**” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “;” inside those brackets.

“**Min**” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “;” inside those brackets.

“**Observation Period**” means each period specified as such in the applicable Final Terms.

“**Relevant Level**” means, in respect of any Averaging Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on such Averaging Date.

“>” means that the item or number preceding this sign will be higher than the item or number following this sign.

“<” means that the item or number preceding this sign will be lower than the item or number following this sign.

“≥” means that the item or number preceding this sign will be equal to or higher than the item or number following this sign.

“≤” means that the item or number preceding this sign will be equal to or lower than the item or number following this sign.

“|” or “Abs ()” means the absolute value of the item or number inside the brackets.

(B) *Definitions specific to Single Exchange Index Linked Notes*

“**Exchange**” means the exchange or quotation system as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise determined in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in the shares underlying the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the shares underlying the Index on such temporary substitute exchange or quotation system as on the original Exchange).

“**Exchange Business Day**” means any Scheduled Trading Day on which the Exchange and, if any, the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, the Related Exchange closing prior to its Scheduled Closing Time.

“**Index**” means the index specified as such in the applicable Final Terms as calculated and announced by the relevant Index Sponsor, subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Related Exchange**” means the exchange or quotation system where futures or options contracts relating to the Index are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise determined in the applicable Final Terms or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means in respect of the Exchange or, if any, the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means any day on which the Exchange and the Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“**Valuation Time**” means the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day or Automatic Early Redemption Valuation Date. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

(C) *Definitions specific to Multi Exchange Index Linked Notes*

“**Exchange**” means in respect of each component security of the Index (each, a “**Component Security**”), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise determined in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Exchange Business Day**” means any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index and, if any, (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or, if any, the Related Exchange closing prior to its Scheduled Closing Time.

“**Index**” means the index specified as such in the applicable Final Terms as calculated and announced by the relevant Index Sponsor, subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*) below.

“**Related Exchange**” means the exchange or quotation system where futures or options contracts relating to the Index are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise determined in the applicable Final Terms or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means, in respect of each Component Security, the scheduled weekday closing time of the Exchange, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

“**Valuation Time**” means (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

(b) Valuation

(A) Strike Date

“**Strike Date**” means the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) Valuation Date

“**Valuation Date**” means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

(C) Averaging Date

“**Averaging Date**” means, in respect of any Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Valid Date, subject to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) Consequences of Disrupted Day(s)

(A) Definitions

(i) Definitions specific to Single Exchange Index Linked Notes

“**Disrupted Day**” means any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means the closure on any Exchange Business Day of any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index or, if any, the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or any Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, securities that comprise 20 percent or more of the level of the Index on any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on the relevant Related Exchange.

“Market Disruption Event” means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a security included in the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

“Trading Disruption” means any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) on any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index, or (ii) in futures or options contracts relating to the Index on the relevant Related Exchange.

(ii) Definitions specific to Multi Exchange Index Linked Notes

“Disrupted Day” means any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

“Early Closure” means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or, if any, the Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange Disruption” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

“Market Disruption Event” means either:

- (i) (a) the occurrence or existence, in respect of any Component Security, of:

- (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; and/or
 - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; and/or
 - (3) an Early Closure in respect of such Component Security; and
- (b) the aggregate of all Component Securities in respect of which a Trading Disruption and/or, an Exchange Disruption and/or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market “opening data”.

“Trading Disruption” means any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

(B) Provisions

(1) Strike Date

If the Strike Date is a Disrupted Day, then the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on the Ultimate Strike Date in accordance with (subject to “Particular Provisions” set in Condition 19(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Strike Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Strike Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Strike Date).

“**Ultimate Strike Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If any Valuation Date is a Disrupted Day, then this Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Valuation Date shall be deemed to be that Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on that Ultimate Valuation Date in accordance with (subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*)) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on such Ultimate Valuation Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Ultimate Valuation Date, its good faith estimate of the value for the relevant security as of the Valuation Time on such Ultimate Valuation Date).

“**Ultimate Valuation Date**” means, in respect of any Scheduled Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) Averaging Date

If any Averaging Date is a Disrupted Day, then this Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) the Calculation Agent shall determine the level of the Index as of the Valuation Time for that Averaging Date in accordance with (subject to “Particular Provisions” set forth in Condition 19(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Averaging Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Averaging Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Averaging Date).

“**Ultimate Averaging Date**” means, in respect of any Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date relating to this Observation Period.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) Knock-in Event and Knock-out Event

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the level of the Index triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) ***Knock-in Event and Knock-out Event***

Common definitions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

(A) *Knock-in Event*

“**Knock-in Event**” means (unless otherwise specified in the applicable Final Terms) that the level of the Index determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Level.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 19(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Period**” means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Period Ending Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Valuation Time**” means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“**Knock-out Event**” means (unless otherwise specified in the applicable Final Terms) that the level of the Index determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Level.

If “**Knock-out Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“**Knock-out Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 19(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Day**” means each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 19(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Period” means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“Knock-out Period Beginning Date” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Period Ending Date” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Valuation Time” means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time

(e) Automatic Early Redemption

Common definitions and provisions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

(A) Definitions

“Automatic Early Redemption Averaging Date” means, in respect of any Automatic Early Redemption Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Automatic Early Redemption Valid Date subject to “Consequences of Disrupted Day(s)” set forth below.

“Automatic Early Redemption Date” means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“Automatic Early Redemption Event” means (unless otherwise specified in the applicable Final Terms) that the Index Level is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Level.

“Automatic Early Redemption Level” means the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to “Adjustment to the Index” set forth in Condition 19(f) (*Particular Provisions*) below.

“Automatic Early Redemption Observation Period” means each period specified as such in the applicable Final Terms.

“Automatic Early Redemption Rate” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“Automatic Early Redemption Valid Date” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“Automatic Early Redemption Valuation Date” means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“Index Level” means either:

- (i) in respect of any Automatic Early Redemption Valuation Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Valuation Date; or
- (ii) in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Share is valued (with halves being rounded up)) of the Specified Prices on each of such Automatic Early Redemption Averaging Dates.

“Scheduled Automatic Early Redemption Valuation Date” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

“Specified Price” means, in respect of any Automatic Early Redemption Averaging Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Averaging Date.

(B) Consequences of the occurrence of an Automatic Early Redemption Event

If **“Automatic Early Redemption Event”** is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount in the Specified Currency specified in the applicable Final Terms equal to the relevant Automatic Early Redemption Amount.

“Automatic Early Redemption Amount” means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) Consequences of Disrupted Days

(1) Automatic Early Redemption Valuation Date

If any Automatic Early Redemption Valuation Date is a Disrupted Day, then this Automatic Early Redemption Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date in accordance with (subject to “Adjustments to the Index” set forth in Condition 19(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date of each security comprised in the Index (or,

if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that Ultimate Automatic Early Redemption Valuation Date, its good faith estimate of the value for the relevant security as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date).

“Ultimate Automatic Early Redemption Valuation Date” means, in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Automatic Early Redemption Averaging Date

If any Automatic Early Redemption Averaging Date is a Disrupted Day, then this Automatic Early Redemption Averaging Date shall be the first succeeding Automatic Early Redemption Valid Date. If the first succeeding Automatic Early Redemption Valid Date has not occurred as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date, then (1) the Ultimate Automatic Early Redemption Averaging Date shall be deemed to be that Automatic Early Redemption Averaging Date (irrespective of whether the Ultimate Automatic Early Redemption Averaging Date is already an Automatic Early Redemption Averaging Date), and (2) the Calculation Agent shall determine the level of the Index as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date in accordance with (subject to “Adjustments to the Index” set forth in Condition 19(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that Ultimate Automatic Early Redemption Averaging Date, its good faith estimate of the value for the relevant security as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date).

“Ultimate Automatic Early Redemption Averaging Date” means, in respect of any Automatic Early Redemption Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Automatic Early Redemption Averaging Date or Disrupted Day, would have been the final Automatic Early Redemption Averaging Date relating to this Automatic Early Redemption Observation Period.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) *Particular Provisions*

- (i) If the Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then in each case that index (the **“Successor Index”**) will be deemed to be the Index and the Conditions shall be construed accordingly.

- (ii) If on or prior to the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the Index Sponsor (α) announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent stock and capitalisation and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”) or (β) fails to calculate and announce the Index (an “**Index Disruption**” (provided for the avoidance of doubt that a successor sponsor calculating and announcing the Index determined as unacceptable by the Calculation Agent shall be an Index Disruption) and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Calculation Agent will be entitled, for the purpose of performing its obligations in respect of the outstanding Notes, either to:
- (a) calculate the level of the Index in accordance with the formula for and method of calculating the Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised the Index immediately prior to the Index Adjustment Event; or (but not and)
 - (b) replace the Index by the Index as so modified or by the new index (as the case may be), provided that in such case, (a) the Calculation Agent will make such adjustments to the new index as may be required in order to preserve the economic equivalent of the obligation of the Issuer to make payment of any amount due and payable under the Notes linked to the Index as if such new or modified index had not replaced the Index and, if need be, will multiply the modified or new index by a linking coefficient to do so as determined by the Calculation Agent and (b) the Noteholders will be notified of the modified Index or the new index (as the case may be) and, if need be, of the linking coefficient; or (but not and)
 - (c) require the Issuer to redeem each Note at an amount per Note equal to the Early Redemption Amount. The Early Redemption Amount shall be payable by the Issuer on the fifth Business Day following notification by the Calculation Agent to the Issuer that the Calculation Agent has determined that the event referred to in this paragraph (b) has occurred
- (iii) In the event that any level announced by the Index Sponsor which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is announced by the Index Sponsor within two Scheduled Trading Days after the original publication and in any case not later than the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it considers it to be necessary, the Calculation Agent may, in its sole and absolute discretion, adjust any relevant terms hereof accordingly.

For the avoidance of doubt, Noteholders shall not be entitled to make any claim against the Issuer or the Calculation Agent in the case where any Original Determination is not subsequently corrected and/or the correction of the Original Determination is announced by the Index Sponsor after the second Scheduled Trading Day immediately preceding the payment

date of the amount due and payable under the Notes which is linked to that Original Determination.

- (iv) The Calculation Agent shall as soon as practicable provide detailed notice of any determinations and/or adjustments, as the case may be, made and notified to the Issuer by the Calculation Agent pursuant to the paragraphs (i), (ii) or (iii) of this Condition 19(f) (*Particular Provisions*), whereupon the Issuer shall promptly provide detailed notice to the Fiscal Agent and to the Noteholders in accordance with the Conditions of such determinations and/or adjustments made and notified by the Calculation Agent.

(g) **Range Accrual**

(A) Definitions

“**Range Accrual Rate**” means, in respect of any Monitoring Period, a rate determined by the Calculation Agent, expressed as a percentage, equal (unless otherwise specified in the applicable Final Terms) to the number of Triggering Days comprised in this Monitoring Period divided by the number of Monitoring Days comprised in this Monitoring Period.

“**Monitoring Day**” means, in respect of any Monitoring Period, any day comprised in such Monitoring Period that is (unless otherwise specified in the applicable Final Terms) a Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth below.

“**Monitoring Period**” means any period which commences on, but excludes, any Reference Date and ends on, and includes, the immediately following Reference Date provided that for the avoidance of doubt the first Monitoring Period will commence on, but exclude, the first Reference Date and the last Monitoring Period will end on, and include, the last Reference Date.

“**Number of Monitoring Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period.

“**Number of Triggering Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period which are Triggering Days.

“**Reference Dates**” means the dates specified as such in the applicable Final Terms or, if any of such dates is not a Monitoring Day, the next following Monitoring Day.

“**Triggering Day**” means any Monitoring Day where the level of the Index as determined by the Calculation Agent as of the Trigger Valuation Time on such Monitoring Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Trigger Level.

“**Trigger Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to “**Particular Provisions**” set forth in Condition 19(f) (*Particular Provisions*) above.

“**Trigger Valuation Time**” means the time or period of time on any Monitoring Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Trigger Valuation Time, the Trigger Valuation Time shall be the Valuation Time.

(B) *Consequences*

If “**Range Accrual**” is specified as applicable in the Final Terms, then the provisions comprised in this Condition 19(g) shall apply to any Interest Amount and/or the Redemption Amount subject to the determination of the relevant Range Accrual Rate.

(C) *Consequences of Disrupted Days*

Unless otherwise specified in the applicable Final Terms, if any Monitoring Day is a Disrupted Day, then such Monitoring Day will be deemed not to be a Monitoring Day and shall be accordingly disregarded for the determination of the Number of Monitoring Days and the Number of Triggering Days.

20 Terms for Equity Linked Notes (basket of shares)

This Condition applies if and as specified in the applicable Final Terms.

(a) *General Definitions*

“**Affected Share**” means any Share affected by a Share Event.

“**Announcement Date**” means respectively (i) in the case of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (ii) in the case of an Insolvency, the date of the first public announcement of the dissolution, appointment of an administrator, provisional liquidator or other similar official, the institution of a proceeding or presentation of a petition or passing of a resolution (or other analogous procedure in any jurisdiction) that leads to the Insolvency, and (iii) in the case of a Delisting, the date of the first public announcement by the Exchange that the Shares will cease to be listed, traded or publicly quoted in the manner described in the definition “**Delisting**” as set out in Condition 20(f) (*Particular Provisions*) below. If the announcement of such Share Event is made after the actual closing time for regular trading session on the relevant Exchange, without regard to any after hours or any other trading outside of such regular trading session hours, the Announcement Date shall be deemed to be the next following relevant Scheduled Trading Day.

“**Barrier Price**” means either:

(A) If Separate Valuation is specified as applicable in the applicable Final Terms and in respect of any Share comprising the Basket, the price per such Share specified as such or otherwise determined in the applicable Final Terms,

OR

(B) If Separate Valuation is specified as not applicable in the applicable Final Terms, the price per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below.

“**Basket**” means either:

(A) If Separate Valuation is specified as applicable in the applicable Final Terms, a set comprising at any time a number of different Shares equal to the Specified Number of Shares specified as such in the applicable Final Terms,

OR

(B) If Separate Valuation is specified as not applicable in the applicable Final Terms, a basket composed of Shares of each Company specified in the applicable Final Terms in the relative proportions or number of Shares of each Company specified in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below. The Basket shall be specified on the Issue Date in a table set forth in the applicable Final Terms.

“**Company**” means, in respect of any Share specified in the applicable Final Terms, the issuer of such Share as specified in the applicable Final Terms in respect with the definition of Basket (collectively the “**Companies**”), subject to adjustment from time to time in accordance with the provisions as set out in Condition 20(f) (*Particular Provisions*) below.

“**Depository Receipt**” or “**DR**” means a negotiable financial instrument with the ISIN (International Securities Identification Number) code or any other identification code as of the Issue Date specified as such in the applicable Final Terms issued by the DR Sponsor pursuant to relevant Deposit Agreement evidencing ownership of a specified number of Underlying Shares in the Company on deposit with a custodian in the issuer’s home market and quoted in the relevant DR Specified Currency, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below.

“**Deposit Agreement**” means, in relation to any DR, the agreement(s) or other instrument(s) constituting this DR, as from time to time amended or supplemented in accordance with its (their) terms.

“**DR Specified Currency**” means, in respect of any DR, the currency specified as such in the applicable Final Terms.

“**DR Sponsor**” means, in respect of any DR, the depository bank as specified in the applicable Final Terms issuing this DR.

“**Early Redemption Amount**” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency specified as such in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer’s obligations under the Notes). In respect of Fixed Interest Rate Notes and Index Linked Interest Notes and other variable-linked coupon amount Notes, for the purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable but shall be taken into account in calculating the fair market value of each Note.

“**Effective Date**” means if Separate Valuation is specified as applicable in the applicable Final Terms (i) in respect of any Share Event which is a Merger Event or, as the case may be, a Tender Offer, the Merger Date or, as the case may be, the Tender Offer Date and (ii) in respect of any other Share Event, the earliest of (a) the date on which the Calculation Agent becomes aware of the occurrence of such event, provided that (α) for the avoidance of doubt that such date cannot occur before the relevant Announcement Date and (β) if the Calculation Agent becomes aware of the occurrence of such event after the actual closing time for regular trading session on the relevant Exchange, without regard to any after hours or any other trading outside of such regular trading session hours, then the Effective Date shall be deemed to be the next following relevant Scheduled Trading Day, and (b) the date on which such Share Event becomes effective.

“**ETF Administrator**” means, in respect of any ETF, the administrator, trustee or other similar person with the primary administrative responsibilities for such ETF specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions as set out in Condition 20(f) (*Particular Provisions*) below.

“**ETF Adviser**” means, in respect of any ETF, the person appointed in the role of investment manager or investment adviser of such ETF specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions as set out in Condition 20(f) (*Particular Provisions*) below.

“ETF Minimum Tradable Quantity” means, in respect of any ETF, the number specified as such in the applicable Final Terms.

“ETF Underlying Index” means, in respect of any ETF, the benchmark index to which such ETF is linked, subject to adjustment from time to time in accordance with the provisions as set out in Condition 20(f) (*Particular Provisions*) below.

“Exchange” means, in respect of any Share, the exchange where this Share is mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, provided that the Exchange in respect of that Share on the Issue Date means the exchange or quotation system otherwise specified as such in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in this Share has temporarily relocated (provided that the Calculation Agent has determined, in its sole and absolute discretion, that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means, in respect of any Share, any Scheduled Trading Day on which the relevant Exchange and, if any, the relevant Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, such Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Rate” means, in respect of any Exchange Rate Determination Date, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms on such Exchange Rate Determination Date. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Exchange Rate (or a method for determining the Exchange Rate).

“Exchange Rate Business Day” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the financial centre(s) specified as such in the applicable Final Terms.

“Exchange Rate Determination Date” means, in respect of any amount for the purposes of which an Exchange Rate has to be determined, the Exchange Rate Business Day that is the number of Exchange Rate Business Days specified as such in the applicable Final Terms preceding the date of determination of such amount by the Calculation Agent.

“Exchange Traded Fund” or **“ETF”** means a fund or other pooled investment vehicle specified as such in the applicable Final Terms the Units of which are listed on the Exchange, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below.

“Final Price” means, in respect of any Share, either:

(A) If Separate Valuation is specified as applicable in the applicable Final Terms

(A) for any Shares other than Shares traded on any Japanese exchange:

(i) in respect of any Valuation Date, the price per such Share as determined by the Calculation Agent as of the relevant Valuation Time on the relevant Exchange on such Valuation Date;

OR

(ii) in respect of any Monitoring Day, the price per such Share as determined by the Calculation Agent as of the relevant Trigger Valuation Time on the relevant Exchange on such Monitoring Day;

OR

- (iii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the Specified Currency in which this Share is valued (with halves being rounded up)) of the Relevant Prices on each of such Averaging Dates.

OR

- (B) for a Share ranked on any Japanese exchange:

- (i) in respect of any Valuation Date, the last traded price per such Share for the day quoted by the Exchange on such Valuation Date, provided however, that if there is a closing special quote per such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Final Price;

OR

- (ii) in respect of any Monitoring Day, the last traded price per such Share for the day quoted by the Exchange on such Monitoring Day, provided however, that if there is a closing special quote per such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Final Price;

OR

- (iii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the Specified Currency in which this Share is valued (with halves being rounded up)) of the Relevant Prices on each of such Averaging Dates.

OR

- (C) If Separate Valuation is specified as not applicable in the applicable Final Terms:

- (i) in respect of any Valuation Date, an amount for the Basket determined by the Calculation Agent equal to the sum of the values for the Shares of each Company as the product of (i) the Relevant Price of such Share on such Valuation Date and (ii) the relevant Number of Shares comprised in the Basket; or

OR

- (ii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent of the amounts for the Basket calculated on each of such Averaging Dates as the sum of the values for the Shares of each Company as the product of (i) the Relevant Price of such Share on each of such Averaging Dates and (ii) the relevant Number of Shares comprised in the Basket.

“Initial Price” means, in respect of any Share:

- (A) If Separate Valuation is specified as applicable in the applicable Final Terms, the price per such Share specified as such or otherwise determined in the applicable Final Terms or, if no such price is specified or otherwise determined in the applicable Final Terms, the price of such Share as determined by the Calculation Agent as of the relevant Valuation Time on the relevant Exchange on the Strike Date, subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below.

OR

- (B) If Separate Valuation is specified as not applicable in the applicable Final Terms, the price per Basket specified as such or otherwise determined in the applicable Final Terms or, if no such price is specified or otherwise determined in the applicable Final Terms, an amount for the Basket determined by the Calculation Agent equal to the sum of the values for the Shares of each Company as the product of (a) the Relevant Price on the Strike Date of such Share and (b) the relevant Number of Shares comprised in the Basket,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below,

“Lowest Share Performance” means, in respect of any Valuation Date and/or any Monitoring Day and/or any Observation Period, the numerically lowest Share Performance as determined by the Calculation Agent among the Share Performances determined on such Valuation Date and/or such Monitoring Day and/or such Observation Period.

“Lowest Performing Share” means, in respect of any Valuation Date and/or any Monitoring Day and/or any Observation Period, the Share with the Lowest Share Performance on such Valuation Date and/or such Monitoring Day and/or such Observation Period.

“Highest Share Performance” means, in respect of any Valuation Date and/or any Monitoring Day and/or any Observation Period, the numerically highest Share Performance as determined by the Calculation Agent among the Share Performances determined on such Valuation and/or such Monitoring Day and/or such Observation Period.

“Highest Performing Share” means, in respect of any Valuation Date and/or any Monitoring Day and/or any Observation Period, the Share with the Highest Share Performance on such Valuation Date and/or such Monitoring Day and/or such Observation Period.

“Max” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “,” inside those brackets.

“Min” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “,” inside those brackets.

“Observation Period” means each period specified as such in the applicable Final Terms.

“Relevant Price” means, in respect of any Share and any Averaging Date, either:

- (A) for a Share other than a Share traded on any Japanese exchange, the price per such Share as determined by the Calculation Agent as of the relevant Valuation Time on the relevant Exchange on such Averaging Date; OR
- (B) for a Share traded on any Japanese exchange, the last traded price per such Share for the day quoted by the Exchange on such Averaging Date, provided however, that if there is a closing special quote per such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Relevant Price.

“Related Exchange” means, in respect of any Share, the exchange where futures or options contracts relating to this Share are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, provided that the Related Exchange in respect of this Share on the Issue Date may be otherwise specified as such in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Share has temporarily relocated (provided that the Calculation Agent has determined, in its sole and absolute discretion, that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Scheduled Closing Time” means, in respect of any Share and in respect of the relevant Exchange or, if any, the relevant Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“Scheduled Trading Day” means, in respect of any Share, any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Settlement Cycle” means, in respect of any Share, the period of relevant Share Clearance System Business Days following a trade in this Share on the relevant Exchange in which settlement will customarily occur according to the rules of such Exchange.

“Share” means an ordinary share or stock in the capital of the applicable Company or, as the case may be, a Depositary Receipt evidencing ownership of the Underlying Share or, as the case may be, a Unit in the Exchange Traded Fund as specified in the applicable Final Terms in respect with the definition of Basket with the ISIN (International Securities Identification Number) code or any other identification code as of the Issue Date specified as such in the applicable Final Terms, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below.

“Share Clearance System Settlement Disruption Event” means, in respect of any Share, an event beyond the control of the Issuer as a result of which (i) the relevant Share Clearance System cannot clear the transfer of these Share or (ii) the relevant Share Clearance System ceases to clear all or any of such Shares.

“Share Clearance System” means, in respect of any Share, the principal domestic clearance system customarily used for settling trades in this Share at any relevant time, as determined by the Calculation Agent.

“Share Clearance System Business Day” means, in respect of any Share, any day on which this Share Clearance System is (or, but for the occurrence of a Share Clearance System Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“Share Event” means, in respect of any Share, that a Merger Event, a Tender Offer, Nationalisation, a Delisting or Insolvency occurs.

“Share Performance” means, in respect of any Share and any Valuation Date and/or any Monitoring Day and/or any Observation Period, a rate determined by the Calculation Agent in accordance with the formula specified as such in the applicable Final Terms.

“Specified Number of Shares” means if Separate Valuation is specified as applicable in the applicable Final Terms, the number specified as such in the applicable Final Terms. The number of different Shares comprising the Basket shall be equal at any time to the Specified Number of Shares.

“Underlying Share” means, in respect of any Depositary Receipt, the share issued by the Company to which such Depositary Receipt is linked.

“Unit” means a unit of account of ownership in the Exchange Traded Fund.

“Valuation Time” means, in respect of any Share, the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day or Automatic Early Redemption Valuation Date. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

“**Weighting**” or “**W_i**” means, in respect of each Share comprised in the Basket, the percentage or the fraction in respect of such Share specified as such in the applicable Final Terms.

“>” means that the item or number preceding this sign will be higher than the item or number following this sign.

“<” means that the item or number preceding this sign will be lower than the item or number following this sign.

“≥” means that the item or number preceding this sign will be equal to or higher than the item or number following this sign.

“≤” means that the item or number preceding this sign will be equal to or lower than the item or number following this sign.

“|” or “Abs ()” means the absolute value of the item or number inside the brackets.

(b) Valuation

(A) Strike Date

“**Strike Date**” means, in respect of any Share, the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means, in respect of any Share, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) Valuation Date

“**Valuation Date**” means, in respect of any Share, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means, in respect of any Share, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

(C) Averaging Date

“**Averaging Date**” means, in respect of any Share and any Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Valid Date subject to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means, in respect of any Share, a relevant Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) Consequences of Disrupted Day(s)

(A) Definitions

“**Disrupted Day**” means, in respect of any Share, any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange in respect of that Share fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means, in respect of any Share, the closure on any Exchange Business Day of the Exchange or, if any, the Related Exchange in respect of that Share prior to its relevant

Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange Disruption” means, in respect of any Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent, in its sole and absolute discretion) the ability of market participants in general (i) to effect transactions in, or obtain market values for, this Share on the relevant Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to this Share on the Related Exchange.

“Market Disruption Event” means, in respect of any Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent, in its sole and absolute discretion, determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the price of this Share triggers respectively the Knock-in Price or the Knock-out Price or (b) in all other circumstances ends at the relevant Valuation Time, or (iii) an Early Closure.

“Trading Disruption” means, in respect of any Share, any suspension of, or limitation imposed on, trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) relating to that Share on the relevant Exchange, or (ii) in futures or options contracts relating to that Share on the relevant Related Exchange.

(B) Provisions

(1) Strike Date

If, in respect of any Share, the Strike Date is a Disrupted Day, then the Strike Date for this Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date for this Share, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Initial Price shall be the Calculation Agent's good faith estimate of the value for this Share as of the Valuation Time on the Ultimate Strike Date.

“Ultimate Strike Date” means, in respect of any Share, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If, in respect of any Share, any Valuation Date is a Disrupted Day, then this Valuation Date for this Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Valuation Date shall be deemed to be that Valuation Date for this Share, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Final Price shall be the Calculation Agent's good faith estimate of the value for this Share as of the Valuation Time on that Ultimate Valuation Date.

"Ultimate Valuation Date" means, in respect of any Share and any Scheduled Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Valuation Date.

"Specific Number" means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) **Averaging Dates**

If, in respect of any Share, any Averaging Date is a Disrupted Day, then this Averaging Date for this Share shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date for this Share (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) the Relevant Price in respect of that Averaging Date shall be the Calculation Agent's good faith estimate of the value for this Share as of the Valuation Time on the Ultimate Averaging Date.

"Ultimate Averaging Date" means, in respect of any Share and any Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date relating to this Observation Period.

"Specific Number" means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) **Knock-in Event and Knock-out Event**

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the price of the Share triggers the Knock-in Price or the Knock-out Price, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) ***Knock-in Event and Knock-out Event***

(A) **Knock-in Event**

"Knock-in Event" means (unless otherwise specified in the applicable Final Terms) either:

- (A) If Separate Valuation is specified as applicable in the applicable Final Terms, that the price(s) of any Share(s) determined by the Calculation Agent as of the relevant Knock-in Valuation Time of a number of Shares equal to the Knock-in Number of Shares specified in the applicable Final Terms on any Knock-in Determination Day is(are), as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” its(their) respective Knock-in Price(s);

OR

- (B) If Separate Valuation is specified as not applicable in the applicable Final Terms, that the amount for the Basket determined by the Calculation Agent equal to the sum of the values for the Shares of each Company as the product of (i) the price of such Share as determined by the Calculation Agent as of the Knock-in Valuation Time on the relevant Exchange on any Knock-in Determination Day and (ii) the relevant Number of Shares comprised in the Basket is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Price.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment and/or delivery under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Number of Shares**” means the number specified as such in the applicable Final Terms or if no number is specified the Knock-in Number of Shares shall be deemed equal to one.

“**Knock-in Price**” means, either:

- (A) If Separate Valuation is specified as applicable in the applicable Final Terms in respect of any Share, the price of such Share specified as such or otherwise determined in the applicable Final Terms,

OR

- (B) If Separate Valuation is specified as not applicable in the applicable Final Terms, the price per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means, in respect of any Share, each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Period**” means, in respect of any Share, the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means, in respect of any Share, the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Period Ending Date” means, in respect of any Share, the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Valuation Time” means, in respect of any Share, the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“Knock-out Event” means (unless otherwise specified in the applicable Final Terms) either:

- (A) If Separate Valuation is specified as applicable in the applicable Final Terms, that the price(s) of any Share(s) determined by the Calculation Agent as of the relevant Knock-out Valuation Time of a number of Shares equal to the Knock-out Number of Shares specified in the applicable Final Terms on any Knock-out Determination Day is(are), as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” its(their) respective Knock-out Price(s);

OR

- (B) If Separate Valuation is specified as not applicable in the applicable Final Terms, that the amount for the Basket determined by the Calculation Agent equal to the sum of the values for the Shares of each Company as the product of (i) the price of such Share as determined by the Calculation Agent as of the Knock-out Valuation Time on the relevant Exchange on any Knock-out Determination Day and (ii) the relevant Number of Shares comprised in the Basket is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Price.

If **“Knock-out Event”** is specified as applicable in the Final Terms, then unless otherwise specified in such Final Terms, amendment to the terms of the Notes, as specified in the applicable Final Terms, and/or payment and/or delivery under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“Knock-out Number of Shares” means the number specified as such in the applicable Final Terms or if no number is specified the Knock-out Number of Shares shall be deemed equal to one.

“Knock-out Price” means, either:

- (A) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Share, the price per Share specified as such or otherwise determined in the applicable Final Terms,

OR

- (B) If Separate Valuation is specified as not applicable in the applicable Final Terms, the price per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Day” means, in respect of any Share, each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 20(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Period” means, in respect of any Share, the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“Knock-out Period Beginning Date” means, in respect of any Share, the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Period Ending Date” means, in respect of any Share, the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Valuation Time” means, in respect of any Share, the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

(e) Automatic Early Redemption

(A) Definitions

“Automatic Early Redemption Averaging Date” means, in respect of any Share and any Automatic Early Redemption Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Automatic Early Redemption Valid Date subject to “Consequences of Disrupted Day(s)” set forth below.

“Automatic Early Redemption Date” means each date specified as such in the applicable Final Terms, subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“Automatic Early Redemption Event” means (unless otherwise specified in the applicable Final Terms) that the Share Price(s) of a number of Shares equal to the Automatic Early Redemption Number of Shares specified in the applicable Final Terms is(are), as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” its(their) respective Automatic Early Redemption Price(s).

“Automatic Early Redemption Number of Shares” means the number specified as such in the applicable Final Terms or if no number is specified the Automatic Early Redemption Number of Shares shall be deemed equal to one.

“Automatic Early Redemption Observation Period” means each period specified as such in the applicable Final Terms.

“Automatic Early Redemption Price” means, either:

- (A) in respect of any Share, the price per such Share specified as such or otherwise determined in the applicable Final Terms,

OR

- (B) if Separate Valuation is specified as not applicable in the applicable Final Terms, the price per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*) below.

“**Automatic Early Redemption Rate**” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“**Automatic Early Redemption Valid Date**” means, in respect of any Share, a relevant Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“**Automatic Early Redemption Valuation Date**” means, in respect of any Share, each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“**Share Price**” means, either:

(A) If Separate Valuation is specified as applicable in the applicable Final Terms and in respect of any Share, either:

(a) for a Share other than a Share traded on any Japanese exchange:

- (i) in respect of any Automatic Early Redemption Valuation Date, the price per such Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on such Automatic Early Redemption Valuation Date; OR
- (ii) in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which such Share is valued (with halves being rounded up)) of the Specified Prices on each of such Automatic Early Redemption Averaging Dates; OR

(b) for a Share traded on any Japanese exchange:

- (i) in respect of any Automatic Early Redemption Valuation Date, the last traded price per such Share for the day quoted by the Exchange on such Automatic Early Redemption Valuation Date, provided however, that if there is a closing special quote per such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Share Price; OR
- (ii) in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the Specified Currency in which such Share is valued (with halves being rounded up)) of the Specified Prices on each of such Automatic Early Redemption Averaging Dates.

OR

(B) If Separate Valuation is specified as not applicable in the applicable Final Terms:

- (a) in respect of any Automatic Early Redemption Valuation Date, an amount for the Basket determined by the Calculation Agent equal to the sum of the values for the Shares of

each Company as the product of (i) the Relevant Price of such Share on such Automatic Early Redemption Valuation Date and (ii) the relevant Number of Shares comprised in the Basket;

OR

- (b) in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent of the amounts for the Basket calculated on each of such Automatic Early Redemption Averaging Dates as the sum of the values for the Shares of each Company as the product of (i) the Specified Prices of such Share on each of such Automatic Early Redemption Averaging Dates and (ii) the relevant Number of Shares comprised in the Basket.

“Scheduled Automatic Early Redemption Valuation Date” means, in respect of any Share, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

“Specified Price” means, in respect of any Share and any Automatic Early Redemption Averaging Date, either:

- (A) for a Share other than a Share traded on any Japanese exchange, the price per Share as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Automatic Early Redemption Averaging Date; OR
- (B) for a Share traded on any Japanese exchange, the last traded price per such Share for the day quoted by the Exchange on such Automatic Early Redemption Averaging Date, provided however, that if there is a closing special quote per such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Specified Price.

(B) *Consequences of the occurrence of an Automatic Early Redemption Event*

If **“Automatic Early Redemption Event”** is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount equal to the relevant Automatic Early Redemption Amount.

“Automatic Early Redemption Amount” means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.

(C) *Consequences of Disrupted Days*

(1) Automatic Early Redemption Valuation Date

If, in respect of any Share, any Automatic Early Redemption Valuation Date is a Disrupted Day, then this Automatic Early Redemption Valuation Date for this Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date for this Share, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Share Price shall be the Calculation Agent's good faith estimate of the value for this Share as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date.

"Ultimate Automatic Early Redemption Valuation Date" means, in respect of any Share, and any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

"Specific Number" means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Automatic Early Redemption Averaging Date

If, in respect of any Share, any Automatic Early Redemption Averaging Date is a Disrupted Day, then this Automatic Early Redemption Averaging Date or this Share shall be the first succeeding Automatic Early Redemption Valid Date. If the first succeeding Automatic Early Redemption Valid Date has not occurred as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date, then (1) the Ultimate Automatic Early Redemption Averaging Date for this Share shall be deemed to be that Automatic Early Redemption Averaging Date (irrespective of whether the Ultimate Automatic Early Redemption Averaging Date is already an Automatic Early Redemption Averaging Date), and (2) the Specified Price in respect of that Automatic Early Redemption Averaging Date shall be the Calculation Agent's good faith estimate of the value for this Share as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date.

"Ultimate Automatic Early Redemption Averaging Date" means, in respect of any Share and any Automatic Early Redemption Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Automatic Early Redemption Averaging Date or Disrupted Day, would have been the final Automatic Early Redemption Averaging Date relating to this Automatic Early Redemption Observation Period.

"Specific Number" means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) **Particular Provisions**

(A) *Potential Adjustment Events*

(1) Definitions

"Potential Adjustment Event" means, with respect to any Company and/or any Share, any of the following as determined by the Calculation Agent:

- (i) a subdivision, consolidation or reclassification of Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or

proportionately with such payments to holders of such Shares, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- (iii) a dividend which the Calculation Agent determines, in its sole and acting in good faith and in a commercially reasonable manner, should (in whole or part) be characterised as an extraordinary dividend;
- (iv) a call by the Company in respect of Shares that are not fully paid;
- (v) a repurchase by the Company or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of the Company, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

(2) Consequences

- (i) If, in respect of any Share, a Potential Adjustment Event occurs from, and including, the Issue Date to, and including, the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the Calculation Agent will promptly determine, in its sole and absolute discretion, whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of that Share and, if so, will:
 - (a) make such adjustment(s), if any, to any one or more of the Barrier Price and/or the Trigger Price and/or the Initial Price and/or the Knock-in Price and/or the Knock-out Price and/or the Automatic Early Redemption Price and/or (if Redemption by Physical Delivery) the Relevant Number of Shares and/or any of the other relevant terms of the Notes that the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for that diluting or concentrative effect; and
 - (b) determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s).

The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on such Share traded on such options exchange.

- (ii) The Calculation Agent shall not be required to make an adjustment to the terms of the Notes if it determines (with reference as the case may be to the adjustment method of the Related Exchange on which options on this Share are traded) that the theoretical change in value of any Share resulting from the occurrence of one or more events listed in the provisions hereof above is less than or equal to one per cent. (or otherwise specified in the applicable Final Terms) of the value of that property immediately before the occurrence of that event or those events.
- (iii) No adjustments to the property comprised within any Share will be required other than those specified above. However, the Issuer may cause the Calculation Agent to make additional adjustments to the property comprised within any Share to reflect changes occurring in relation to such property in other circumstances where the Issuer determines, in its sole and absolute discretion, that such changes are appropriate.

(B) *Correction of Share Price*

In the event that, in respect of any Share, any price published on the Exchange and which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is published by the relevant Exchange within one relevant Settlement Cycle after the original publication, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary, the Calculation Agent may adjust any relevant terms accordingly.

(C) *Merger Events and Tender Offers*

(1) Definitions

“**Combined Consideration**” means New Shares in combination with Other Consideration.

“**Exchange Ratio**” means the number of New Shares that a holder of an Affected Share is entitled to receive on the Merger Date.

“**Merger Date**” means the closing date of a Merger Event (as determined by the Calculation Agent) or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

“**Merger Event**” means, in respect of any Share, any (i) reclassification or change of the Share that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of this Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation,

amalgamation, merger or binding share exchange of this Company or its subsidiaries with or into another entity in which this Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event (a “**Reverse Merger**”).

“**Minimum Percentage**” means 10 per cent. or the percentage specified as such in the applicable Final Terms.

“**New Shares**” means, in respect of any Share, ordinary or common shares, whether of the entity or person (other than the relevant Company) involved in the Merger Event or the making of the Tender Offer or a third party), that are, or that as of the Merger Date or Tender Offer Date are promptly scheduled to be, (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

“**New Shares Conditions**” means, in respect of New Shares, that these New Shares (i) are not already a Share already comprised in the Basket, (ii) are or will be, listed on an Exchange, (iii) are, or will be, in the determination of the Calculation Agent, the subject of a large and liquid market and (iv) comply with any Additional New Shares Conditions specified in the applicable Final Terms. For the avoidance of doubt, if there is more than one company issuing New Shares in respect of the relevant Merger Event or, as the case may be, Tender Offer, such conditions shall be applied separately to the shares of each such company.

“**Other Consideration**” means, in respect of any Share, cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the relevant Company) involved in the Merger Event or the making of the Tender Offer or a third party).

“**Other Consideration Ratio**” means either (i) if the Other Consideration is quoted on an exchange on the Merger Date, the closing price of that Other Consideration on the relevant exchange on the Merger Date or (ii) if such Other Consideration is not quoted on an exchange on such date, the Calculation Agent’s good faith estimate of the value at which such Other Consideration could be sold to a willing buyer in an arm’s length transaction on the Merger Date, in both cases expressed in terms of the number of New Shares that a holder of an Affected Share is entitled to receive on the Merger Date.

“**Share Differential**” means, in respect of any Share, a number equal to the price of this Share as of the relevant Valuation Time on the relevant Exchange on the relevant Merger Date or, as the case may be, Tender Offer Date (or if such price is not available, the Calculation Agent’s good faith estimate of the value of such Share as of the relevant Valuation Time on such date) divided by the relevant Initial Price in respect of such Share.

“**Share-for-Combined**” means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists solely of Combined Consideration.

“**Share-for-Other**” means, in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists solely of Other Consideration.

“**Share-for-Share**” means (i) in respect of a Merger Event or Tender Offer, that the consideration for the relevant Shares consists (or, at the option of the holder of such Shares, will consist) solely of New Shares, and (ii) a Reverse Merger.

“**Tender Offer**” means, in respect of any Share, a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than the Minimum Percentage and less than 100 per cent. of the outstanding voting shares of the relevant Company, as determined by the Calculation Agent, acting in its sole and absolute discretion, based upon the making of filings with governmental or self regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

(2) Consequences

If the Calculation Agent determines, in its sole and absolute discretion, that a Merger Event or a Tender Offer, has occurred in respect of any Share at any time from, and including, the Issue Date to, and including, the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, it shall forthwith notify the Issuer of the occurrence of such event and the relevant Merger Date or, as the case may be, Tender Offer Date and the Issuer may elect, in its sole and absolute discretion, on or after the Merger Date or, as the case may be, the Tender Offer Date:

(A) If the Calculation Agent determines that the New Share Conditions are satisfied as of the Merger Date or, as the case may be, the Tender Offer Date:

- (a) in the case where the Share continue to be listed and traded on the Exchange, to retain such Share in the Basket, subject to any adjustments to the terms of the Notes as the Calculation Agent determines appropriate, in its sole and absolute discretion;

OR (but not and)

- (b) to require the Calculation Agent (a) to make such adjustment(s) to the redemption, payment or any other terms of the Notes as the Calculation Agent, in its sole and absolute discretion, considers to be appropriate to account for the economic effect on the Notes of such Merger Event or Tender Offer (including, without limitation, (A) the replacement of the Share by the number of New Shares and/or the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of a Share would be entitled upon consummation of the Merger Event or the Tender Offer and/or (B) the adjustment to any relevant terms of the Notes that the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for such replacement) and (b) to determine, in its sole and absolute discretion, the effective date of such adjustment(s).

- (i) If a holder of Shares could make an election as between different components of the New Shares and/or Other Consideration, the Calculation Agent shall make, in its sole and absolute discretion, such election for the purposes of this sub-paragraph (i) item (b).
 - (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms and in the case of Combined Consideration, the Calculation Agent may, in its sole and absolute discretion, determine that the Share shall be replaced by the number of New Shares equal to the sum of (a) the number of New Shares, which originally formed part of the Combined Consideration together with (b) the number of additional New Shares that could be purchased using the value on the Merger Date or, as the case may be, the Tender Offer Date of the Other Consideration.
 - (iii) If Separate Valuation is specified as not applicable in the applicable Final Terms and in the event that the consideration for the Share consists of more than any one type of share or security, the Calculation Agent may determine, in its sole and absolute discretion, that the Share will be comprised of some but not all of such considerations (the “**Retained Consideration**”), and that the balance of the consideration shall not be so retained for purposes of comprising the Share (the “**Non Retained Consideration**”); provided, however, that an adjustment shall be made to the Retained Consideration comprising the Share so as to take into account the value of the Non Retained Consideration. The foregoing adjustment shall be made with reference to the values of the Retained Consideration and Non Retained Consideration in accordance with the quotations (if any) of the Retained Consideration and the Non Retained Consideration, respectively, made on the first Exchange Business Day following the Merger Date or, as the case may be, the Tender Offer Date and otherwise as the Calculation Agent may reasonably determine.
- (B) If the Calculation Agent determines that the New Share Conditions are not satisfied as of the Merger Date or, as the case may be, the Tender Offer Date:
 - (A) If Separate Valuation is specified as applicable in the applicable Final Terms, then the Affected Share shall be replaced by a Substitute Share in accordance with the provisions set forth in Condition 20(f)(E) (Substitution) below.

OR (but not and)

- (B) If Separate Valuation is specified as not applicable in the applicable Final Terms, then to redeem all (but not some only) of the Notes on the tenth Business Day following the Merger Date or, as the case may be, the Tender Offer Date (such date being an “Early Redemption Date”) at the Early Redemption Amount determined, in its sole and absolute discretion, by the Calculation Agent as of the Merger Date or, as the case may be, the Tender Offer Date. The Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount. In such event, the Issuer shall promptly notify the Paying Agent and the Noteholders in accordance with Condition 14 that it has elected to redeem the Notes (such notice stating the Early Redemption Date and the applicable Early Redemption Amount).

- (C) The Calculation Agent shall not be required to make an adjustment to the terms of the Notes if it determines (with reference as the case may be to the adjustment method of the Related Exchange on which options on this Share are traded) that the theoretical change in value of any Share resulting from the occurrence of one or more events listed in the provisions hereof above is less than or equal to one per cent. (or otherwise specified in the applicable Final Terms) of the value of that property immediately before the occurrence of that event or those events.
- (D) No adjustments to the property comprised within any Share will be required other than those specified above. However, the Issuer may cause the Calculation Agent to make additional adjustments to the property comprised within any Share to reflect changes occurring in relation to such property in other circumstances where the Issuer determines, in its sole and absolute discretion, that such changes are appropriate.

(D) *Delisting, Insolvency and Nationalisation*

(1) Definition

“Delisting” means, in respect of any Share, that the relevant Exchange announces that pursuant to the rules of this Exchange, this Share cease (or will cease) to be listed, traded or publicly quoted on this Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is in the European Union, in any member state of the European Union).

“Insolvency” means, in respect of any Share, that the relevant Company (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger), (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due, (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof, (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger), (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets, (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter, or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

“**Nationalisation**” means, in respect of any Share, that all these Shares or all the assets or substantially all the assets of the relevant Company are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

(2) Consequences

If the Calculation Agent determines, in its sole and absolute discretion, that Insolvency has occurred in respect of any Company from, and including, the Issue Date to, and including, the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, it shall forthwith notify the Issuer of such event and the Issuer may elect, in its sole and absolute discretion, either:

- (i) if Separate Valuation is specified as applicable in the applicable Final Terms, to require the Calculation Agent to determine its good faith estimate of the value of such Share (the “**Share Value**”) which may be, for the avoidance of doubt, equal to zero, provided that the Calculation Agent may (but is not obliged to) decide that the Share Value shall be deemed to be the Other Consideration and reinvested in a Substitute Share in accordance with the provisions set forth in Condition 20(f)(E) (*Substitution*) below;

OR (but not and)

- (ii) if Separate Valuation is specified as not applicable in the applicable Final Terms, to require the Calculation Agent to make such adjustment(s) to the redemption, settlement, payment or any other terms of the Notes (including, without limitation, the good faith estimate by the Calculation Agent of the value of the Share before the effective date of such event) as it, in its sole and absolute discretion, considers to be appropriate, and determine, in its sole and absolute discretion, the effective date of such adjustment(s);

OR (but not and)

- (iii) to redeem all (but not some only) of the Notes on the tenth Business Day (such date being an “**Early Redemption Date**”) following the day (or, if such day is not a Business Day, the first Business Day following the day) on which the Issuer receives notice from the Calculation Agent that such Insolvency has occurred (such day being a “**Notification Date**”). The Notes shall be redeemed on the Early Redemption Date at the Early Redemption Amount determined, in its sole and absolute discretion, by the Calculation Agent as of the Notification Date. The Issuer’s obligations under the Notes shall be satisfied in full upon payment of such amount. The Issuer shall promptly notify the Paying Agent and the Noteholders in accordance with Condition 15 that it has elected to redeem the Notes (such notice stating the Early Redemption Date and the applicable Early Redemption Amount).

(E) *Substitution*

(1) Definitions

“**Market Value**” means an amount determined by the Calculation Agent to be respectively:

- (i) in respect of the Substitute Share (the “**Market Value of the Substitute Share**”), the closing price per Substitute Share on the relevant exchange on the Substitution Date,

(ii) in respect of the Substitute Consideration (the “**Market Value of the Substitute Consideration**”):

- (a) If such Substitute Consideration is quoted on an exchange on the Substitution Date, the closing price per Substitute Consideration on the relevant exchange on the Substitution Date, and/or
- (b) If such Substitute Consideration is not quoted on an exchange on the Substitution Date, the Calculation Agent’s good faith estimate of the value at which the Substitute Consideration could be sold to a willing buyer in an arm’s length transaction on the Substitution Date.

For the avoidance of doubt, the Market Value of Other Consideration shall be deemed to be expressed as an amount per Affected Share.

“**Substitute Share**” means, in respect of any Affected Share, a share selected by the Calculation Agent to replace that Affected Share which satisfies each of the following criteria:

- (a) it is not already a Share comprised in the Basket (except if such Share is a New Share received as a consequence of a de-merger Event in respect of which the New Share Conditions are satisfied),
- (b) it is a share in respect of which no Share Event would occur immediately upon its substitution for the relevant Affected Share,
- (c) it is listed on a regulated exchange and is traded on an exchange, quotation system or market that the Calculation Agent determines is of comparative size and liquidity relative to the Substitute Share as the Exchange is relative to the Affected Share,
- (d) it is issued to the extent that this is possible by a company located in the same geographical area as the Company relating to the Affected Share,
- (e) it is part, to the extent that this is possible, of the same economic sector as the Company relating to the Affected Share, and
- (f) any Additional Substitute Share Conditions specified in the applicable Final Terms.

“**Substitute Consideration**” means (i) the Affected Share or (ii) New Shares and/or Other Consideration exchanged or otherwise received in respect of the Affected Share.

“**Substitution Date**” means, in respect of any Share Event and any Share, the third Exchange Business Day (on which, if relevant, no Market Disruption Event has occurred) succeeding the Effective Date.

(2) Consequences

Upon the occurrence of a Share Event with respect to an Affected Share (other than a Share-for-Combined Merger Event or a Share-for-Combined Tender Offer or a Share-for-Share Merger Event or a Share-for-Share Tender Offer where the New Share Conditions are satisfied):

- (i) the Calculation Agent shall determine the Market Value of the Substitute Consideration and the Market Value of the Substitute Share;

- (ii) the Substitute Share and the company issuing those Substitute Shares will be deemed to be the “Share” and the “Company” respectively with effect on the Substitution Date;
- (iii) the relevant Initial Price will be adjusted by the Calculation Agent by dividing (i) such relevant Initial Price by (ii) an amount equal to (α) the Market Value of the Substitute Consideration divided by (β) the Market Value of the Substitute Share, provided that such adjustment shall only apply after the Substitution Date; and
- (iv) the Calculation Agent shall be entitled to adjust accordingly any of the other relevant terms of the Notes (including, but not limited to, any of the relevant Barrier Price and/or the Trigger Price and/or Knock-in Price and/or Knock-out Price and/or Automatic Early Redemption Price which will be adjusted by the Calculation Agent in accordance with the methodology above defined), provided that such adjustment shall only apply after the Substitution Date.

(F) *Cut-off Date*

(1) Definitions

“**Cut-off Date**” means, in respect of any Valuation Date, the Scheduled Trading Day which is the first of the Cut-off Number of Scheduled Trading Days immediately preceding such Valuation Date.

“**Cut-off Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to five (5).

(2) Consequences

Notwithstanding the provisions of Condition 20(f)(C) (*Merger Events and Tender Offers*) and Condition 20(f)(D) (*Nationalisation and Delisting*), if a Share Event occurs during the period from the relevant Cut-off Date to any Valuation Date (both dates inclusive), the relevant Final Price of the Affected Share shall be the price determined by the Calculation Agent as being its good faith estimate of the fair market value of the Affected Share.

(G) *Miscellaneous*

- (i) If more than one of the events set out above occurs, the adjustments (if any) to the terms of the Notes for the second and subsequent events shall be to the terms of the Notes as adjusted for preceding events.
- (ii) In the event that a determination is made that the Notes will be settled by Redemption by Physical Delivery and on or after the last Valuation Date or the last Averaging Date or the last Knock-in Determination Day or the last Knock-out Determination Day (but before the Settlement Date) a Potential Adjustment Event, a Merger Event, an Insolvency, a Nationalisation or a Delisting occurs, then the Issuer shall be entitled (but not obliged) upon immediate notice to the Noteholders to (i) delay the Settlement Date to such date that falls five Business Days following such event and (ii) cause the property comprising the Relevant Number of Shares to be thereupon adjusted in accordance with the provisions hereof.
- (iii) As soon as reasonably practicable under the circumstances after making any adjustment or modification to the terms of the Notes in accordance with these Conditions, whether in the exercise of its own discretion or at the request of the Issuer, the Calculation Agent will give notice thereof to the Issuer and to the Paying Agent whereupon the Issuer or the

Paying Agent shall notify the Noteholders of such adjustment or modification in accordance with Condition 15.

(H) *Redemption by Physical Delivery*

(1) Definitions

“**Clearance System**” means indiscriminately the Deliverable Share Clearance System, Clearstream Luxembourg or Euroclear.

“**Clearance System Business Day**” means any day on which each of Euroclear or Clearstream, Luxembourg, as the case may be, and the Deliverable Share Clearance System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“**Clearstream Luxembourg**” means Clearstream Banking, *société anonyme* (or any successor thereof).

“**Deliverable Share**” means the Share specified as such in the applicable Final Terms

“**Deliverable Share Clearance System**” means the principal domestic clearance system customarily used for settling trades in the Deliverable Share, as determined by the Calculation Agent.

“**Delivery Agent**” means NATIXIS appointed by the Issuer, which term shall include any successor or any agent acting on behalf thereof, as the case may be. The Delivery Agent will act solely as agent of the Issuer and will not assume any obligations to, or relationship of agency or trust for or with, the Noteholders. The Issuer reserves the right at any time to vary or terminate the appointment of the Delivery Agent and to appoint or not other Delivery Agent.

“**Disruption Cash Settlement Price**” means, in respect of any Note, an amount in the Specified Currency specified as such in the applicable Final Terms equal to the fair market value of a Note less (i) the Residual Cash Amount and (ii) the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent, in its sole and absolute discretion.

“**Euroclear**” means Euroclear S.A./N.V. (or any successor thereof).

“**Integral Number of Deliverable Shares**” means, in respect of each Note, an integral number of Deliverable Shares equal to the Relevant Number of Deliverable Shares rounded downwards to the nearest integral number. For the avoidance of doubt the Integral Number of Deliverable Shares as of the Issue Date is specified in the applicable Final Terms.

“**Physical Delivery Rounding Convention**” means the method specified in the applicable Final Terms or, if such Physical Delivery Rounding Convention is not specified, the figure to be rounded shall be rounded upwards to the nearest third decimal.

“**Prevailing Exchange Rate**” means, in respect of any date specified in the applicable Final Terms, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Prevailing Exchange Rate (or a method for determining the Prevailing Exchange Rate).

“Relevant Number of Deliverable Shares” means, in respect of each Note, a number of Deliverable Shares equal to (i) the denomination of each Note multiplied by the Prevailing Exchange Rate (if any) divided by (ii) the Initial Price of the Deliverable Shares, subject to the Physical Delivery Rounding Convention and to adjustment from time to time in accordance with the provisions as set out in Condition 20(f) (*Particular Provisions*) above. For the avoidance of doubt, the Relevant Number of Deliverable Shares as of the Issue Date is specified in the applicable Final Terms.

“Residual Cash Amount” means, in respect of each Note, an amount in the Specified Currency specified in the applicable Final Terms equal to the product of (i) the Residual Number of Deliverable Shares and (ii) the Ultimate Final Price of the Deliverable Share divided by the Prevailing Exchange Rate (if any), being specified that the result of such sum shall be rounded to the nearest second decimal and with 0.005 rounded upwards.

“Residual Number of Deliverable Shares” means, in respect of each Note, a number of Shares equal to (i) the Relevant Number of Deliverable Shares minus (ii) the Integral Number of Deliverable Shares. For the avoidance of doubt, the Residual Number of Deliverable Shares as of the Issue Date is specified in the applicable Final Terms.

“Settlement Date” means the Maturity Date. If a Settlement Disruption Event does prevent delivery on that day, then the Settlement Date will be the first succeeding day on which delivery of the Integral Number of Deliverable Shares can take place through the relevant Clearance System unless a Settlement Disruption Event prevents settlement on each of the five Clearance System Business Days immediately following the original date that, but for the Settlement Disruption Event, would have been the Settlement Date. In that case, (a) if the Integral Number of Deliverable Shares can be delivered in any other commercially reasonable manner, as determined by the Calculation Agent in its sole discretion, then the Settlement Date will be the first day on which settlement of a sale of the Integral Number of Deliverable Shares executed on that fifth Clearance System Business Day customarily would take place using such other commercially reasonable manner of delivery (which other manner of delivery will be deemed to be the relevant Clearance System for the purposes of delivery of the relevant Integral Number of Deliverable Shares), and (b) if the Integral Number of Deliverable Shares cannot be delivered in any other commercially reasonable manner, as determined by the Calculation Agent in its sole discretion, then in lieu of physical settlement the Issuer may satisfy its obligations in respect of each of the relevant Notes by payment to the Noteholders of the Disruption Cash Settlement Price on the third Business Day following such fifth Clearance System Business Day. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the shares or securities comprised in the Relevant Number of Deliverable Shares, the Settlement Date for shares or securities not affected by the Settlement Disruption Event will be the Maturity Date. In the event that a Settlement Disruption Event will result in the delivery on the Settlement Date of some but not all of the shares or securities comprised in the Relevant Number of Deliverable Shares, the Calculation Agent shall determine in its sole discretion the appropriate pro rata portion of the Disruption Cash Settlement Price which the Issuer, to satisfy its obligations in respect of each of the relevant Notes to the extent the Issuer has not already done so by delivery of shares or securities comprised in the Relevant Number of Deliverable Shares, will pay to the Noteholders on the third Business Day following the fifth Clearance System Business Day.

“Settlement Disruption Event” means an event beyond the control of the Issuer or the Delivery Agent as a result of which (i) Euroclear or Clearstream, Luxembourg, as the

case may be, or the Deliverable Share Clearance System cannot clear the transfer of the Deliverable Shares or (ii) Euroclear or Clearstream, Luxembourg, as the case may be, or the Deliverable Share Clearance System ceases to clear all or any of such Deliverable Shares.

“**Ultimate Final Price**” means the Final Price or, if there are several Valuation Dates, the Final Price in respect of the last Valuation Date or otherwise specified as such in the applicable Final Terms.

(2) Provisions

- (i) In the case of Redemption by Physical Delivery, provided that notice of Redemption by Physical Delivery shall be made by the Calculation Agent or the Issuer to the Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, on or immediately after the last Valuation Date or the last Averaging Date or the last Knock-in Determination Day or the last Knock-out Determination Day, each Noteholder shall not later than two Business Days before the Maturity Date (the “**Delivery Notice Date**”) (or on such earlier date as the Calculation Agent, acting in its sole discretion, shall determine is necessary for the Issuer and Euroclear and/or Clearstream, Luxembourg, as the case may be, to perform their respective obligations under the Notes and which earlier date has been notified to the Issuer, and of which the Issuer shall then promptly inform Noteholders) send to Euroclear and/or Clearstream, Luxembourg, as the case may be, (in accordance with its then applicable operating procedures and accepted methods of communication), an irrevocable notice designating its security and cash accounts for the purposes of Redemption by Physical Delivery and details of such accounts at Euroclear or Clearstream, Luxembourg or the Deliverable Share Clearance System (the “**Delivery Notice**”).
- (ii) For the avoidance of doubt, the Issuer shall be under no obligation to compensate or indemnify the Noteholder(s) for any delay or failure on the part of the Issuer or the Delivery Agent to deliver or procure the delivery of the Integral Number of Deliverable Shares on the Settlement Date and/or to pay or procure the payment of the Residual Cash Amount on the Maturity Date to the Noteholder(s) to the extent Euroclear and/or Clearstream, Luxembourg, as the case may be, does not receive the Delivery Notice from the Noteholder(s) on (or before, as may be applicable) the Delivery Notice Date or, to the extent that for any reason Euroclear and/or Clearstream, Luxembourg fail, or fail within any relevant period, to transmit (whether or not in accordance with its then applicable operating procedures and accepted methods of communication) any notice by or on behalf of the Issuer or the Delivery Agent to its participants. Without prejudice to the preceding sentence and clause (iv) below, in the event that Euroclear and/or Clearstream, Luxembourg do not receive a Delivery Notice from a Noteholder on or before the tenth Business Day following the Maturity Date, the Issuer shall be entitled (but not obliged) to pay to such Noteholder, as soon as reasonably practicable on or following such date an amount, determined by the Calculation Agent in its sole and absolute discretion and notified to the Issuer, the Paying Agent, Euroclear and/or Clearstream, Luxembourg, as the case may be, (to be communicated by them to the relevant Noteholders) in writing promptly following such determination, equal to the fair market value of such Integral Number of Deliverable Shares and/or the Residual Cash Amount at the date

determined in good faith by the Issuer, in full satisfaction of its obligations under such Notes.

- (iii) A Delivery Notice once delivered to Euroclear or Clearstream, Luxembourg, as the case may be, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Noteholder may not transfer any Note that is the subject of a Delivery Notice following delivery of such Delivery Notice to Euroclear or Clearstream, Luxembourg, as the case may be.
- (iv) A Delivery Notice shall only be valid to the extent that Euroclear and/or Clearstream, Luxembourg, as the case may be, have not received conflicting prior instructions in respect of the Notes that are the subject of the Delivery Notice. Failure properly and timely to provide a Delivery Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly provided shall be made by Euroclear and/or Clearstream, Luxembourg, as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder. If a Delivery Notice has not been provided properly and timely, the Issuer or the Delivery Agent shall not be obliged to make any payment or delivery in respect of the Notes which are the subject of the Delivery Notice.
- (v) Receipt by Euroclear and/or Clearstream, Luxembourg, as the case may be, of a valid Delivery Notice shall be deemed to constitute (i) written confirmation of an irrevocable election and undertaking by the relevant Noteholder to select the account at Euroclear or Clearstream, Luxembourg or the Deliverable Share Clearance System specified therein and (ii) an undertaking by the relevant Noteholder to pay any costs, applicable value added or sales taxes, transfer taxes, stamp duties and other taxes and duties due by reason of delivery of the Integral Number of Deliverable Shares to the account at Euroclear or Clearstream, Luxembourg or the Deliverable Share Clearance System or to reimburse Euroclear or Clearstream, Luxembourg, as the case may be, or the Deliverable Share Clearance System in respect of any such costs, taxes or duties.
- (vi) In the event that any Note is not represented by a Global Note or Global Certificate held on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, the Issuer or the Delivery Agent shall procure that notice shall be provided to the relevant Noteholders in accordance with Condition 15, describing the method by which an account at the Deliverable Share Clearance System shall be irrevocably designated for such Noteholders and such designation shall be binding on the Issuer and such Noteholders.
- (vii) Upon receipt of such Delivery Notice, Euroclear and/or Clearstream, Luxembourg, as the case may be, shall (a) verify that the person specified therein as the Noteholder is the holder of the specified nominal amount of Notes according to its books (provided that if such verification shows that such person is not the Noteholder according to its books, the Delivery Notice shall not be valid) and (b) shall, in accordance with its then applicable operating procedures, send a copy of the Delivery Notice to the Issuer, the Delivery Agent and such other persons as the Issuer or the Delivery Agent may previously have specified.
- (viii) The nominal amount of a number of Notes delivered by the same Noteholder for redemption shall not be aggregated for the purpose of determining the number of Deliverable Shares to be delivered in respect of such Notes.

- (ix) Delivery of any Deliverable Shares is subject to all applicable laws, regulations and practices and neither the Issuer nor the Delivery Agent shall incur liability whatsoever if it is unable to deliver or procure the delivery of the Deliverable Shares to the Noteholder because of any such laws, regulations or practices. Neither the Issuer nor the Delivery Agent shall under any circumstances be liable for any acts or defaults of Euroclear and/or Clearstream, Luxembourg, as may be applicable, and/or the Deliverable Share Clearance System in relation to the performance of the duties in relation to the Notes, including but not limited to the delivery of the Deliverable Shares to the Noteholder.
- (x) After delivery by the Issuer or the Delivery Agent to the relevant Noteholder(s) through Euroclear and/or Clearstream, Luxembourg, as may be applicable, and/or the Deliverable Share Clearance System of the Deliverable Shares (if applicable) and for such period of time as the Issuer or its agent or nominee shall continue to be registered in any clearance system or otherwise as the owner of the Deliverable Shares (the “**Intervening Period**”), neither the Issuer nor its agent or nominee shall:
 - (a) be under any obligation to deliver to such Noteholder(s) or any subsequent beneficial owner of the Deliverable Shares any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the Issuer or its agent or nominee in its capacity as the holder thereof; or
 - (b) exercise any or all rights (including voting rights) attaching to such Deliverable Shares or part thereof during the Intervening Period without the prior written consent of the relevant Noteholder(s), provided that neither the Issuer nor its agent or nominee shall be under any obligation to exercise any such rights during the Intervening Period; or
 - (c) be under any liability to such Noteholder(s) or any subsequent beneficial owner of the Deliverable Shares in respect of any loss or damage which such Noteholder(s) or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of the Issuer or its agent or nominee being registered in such clearance system or otherwise during such Intervening Period as legal owner of the Deliverable Shares.
- (xi) The Issuer or the Delivery Agent shall not be under any obligation to register or procure the registration of any holder of any Note, or any other person acting on behalf of such holder, or any other person, as the registered holder of any Deliverable Shares in respect of such Note.
- (xii) No right to dividends on the Deliverable Shares will accrue to Noteholders prior to the Settlement Date.

(I) *Range Accrual*

(1) Definitions

“**Range Accrual Rate**” means, in respect of any Monitoring Period, a rate determined by the Calculation Agent, expressed as a percentage, equal (unless otherwise specified in the applicable Final Terms) to the number of Triggering Days comprised in this Monitoring Period divided by the number of Monitoring Days comprised in this Monitoring Period.

“**Monitoring Day**” means, in respect of any Monitoring Period, any day comprised in such Monitoring Period that is (unless otherwise specified in the applicable Final Terms) a Scheduled Trading Day for each Share comprising the Basket, subject to “Consequences of Disrupted Day(s)” set forth below.

“**Monitoring Period**” means any period which commences on, but excludes, any Reference Date and ends on, and includes, the immediately following Reference Date provided that for the avoidance of doubt the first Monitoring Period will commence on, but exclude, the first Reference Date and the last Monitoring Period will end on, and include, the last Reference Date.

“**Number of Monitoring Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period.

“**Number of Triggering Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period which are Triggering Days.

“**Reference Dates**” means the dates specified as such in the applicable Final Terms or (unless otherwise specified in the applicable Final Terms), if any of such dates is not a Monitoring Day, the next following Monitoring Day.

“**Triggering Day**” means any Monitoring Day where the Final Price on such Monitoring Day of the Triggering Share on such Monitoring Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the relevant Trigger Price.

“**Trigger Price**” means, in respect of any Share comprising the Basket, the price per such Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 20(f) (*Particular Provisions*).

“**Triggering Share**” means, in respect of any Monitoring Day, the Share specified as such in the applicable Final Terms.

“**Trigger Valuation Time**” means, in respect of any Share, the time or period of time on any Monitoring Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Trigger Valuation Time, the Trigger Valuation Time shall be the Valuation Time.

(3) Consequences

If “**Range Accrual**” is specified as applicable in the Final Terms, then the provisions comprised in this Condition 20(f)(J) shall apply to any Interest Amount and/or the Redemption Amount subject to the determination of the relevant Range Accrual Rate.

(4) Consequences of Disrupted Days

Unless otherwise specified in the applicable Final Terms, if any Monitoring Day is a Disrupted Day in respect of any Share, then such Monitoring Day will be deemed not to be a Monitoring Day and shall be accordingly disregarded for the determination of the Number of Monitoring Days and the Number of Triggering Days.

(J) *Additional Provisions applicable to Depositary Receipt*

If any Share comprising the Basket specified in the applicable Final Terms is a Depositary Receipt and if Condition 20(f)(K) is specified as applicable in the applicable Final Terms, then the following provisions shall apply for this Share:

- (i) The definition of “Potential Adjustment Event” in Condition 20(f)(A)(1) shall include:
- (ii) the occurrence of any Potential Adjustment Event in relation to the Underlying Share represented by such Share; and
- (iii) the making of any amendment or supplement to the terms of the relevant Depositary Agreement.
- (iv) The definition of “Merger Event” in Condition 20(f)(C)(1) shall include the occurrence of any Merger Event in relation to the relevant Underlying Share.
- (v) The definitions of “Nationalisation” and “Insolvency” in Condition 20(f)(D)(1) and 20(f)(E)(1) respectively shall be construed in relation to such Share as if reference to such Share were references to the Underlying Share.
- (vi) If the relevant Deposit Agreement is terminated, then on or after the date of such termination, references to such Share herein shall be replaced by references to the Underlying Share and the Calculation Agent will adjust, in its sole and absolute discretion, any relevant terms and will determine the effective date of such replacement and adjustments.
- (vii) The definitions of “Market Disruption Event” in Condition 20(c)(A) shall include the occurrence of a Market Disruption Event in relation to the relevant Underlying Share.

(K) *Additional Provisions applicable to Exchange Traded Fund*

If any Share comprising the Basket specified in the applicable Final Terms is a Unit in an Exchange Traded Fund and if Condition 20(f)(L) is specified as applicable in the applicable Final Terms, then the following provisions shall apply for this Share:

- (i) Condition 20(f)(D)(1) shall include the following definitions:

“**Adjustment to the ETF Underlying Index**” means, in respect of any ETF, that if (i) the sponsor of the ETF Underlying Index makes a material change in the formula for or the method of calculating the ETF Underlying Index or in any other way materially modifies the ETF Underlying Index (other than a modification prescribed in that formula or method to maintain the ETF Underlying Index in the event of changes in constituent stock and capitalisation and other routine events) or (ii) the sponsor of the ETF Underlying Index fails to calculate and announce the ETF Underlying Index and no successor index using, in the determination of the Calculation Agent, a substantially similar formula for and method of calculation as used in the calculation of the ETF Underlying Index is announced and as a result there is a material change in the price of the Shares.

“**Change of Investment Policy**” means, in respect of any ETF, that the ETF Adviser of the Company effects or announces an intention to effect a change in the investment objectives, risk profile or investment guidelines of the Company in any material respect or makes any other material change to the terms and conditions of the Company such that the Shares cease to or are reasonably likely to cease to track the ETF Underlying Index.

“**Liquidation**” means, in respect of any ETF, that by reason of voluntary or involuntary liquidation or winding up of the ETF Administrator, the Shares are required to be transferred to a manager, trustee, liquidator or other similar official or holders of the Shares become legally prohibited from transferring them.”

“Redemption of Shares” means, in respect of any ETF, that the Shares are redeemed in accordance with their terms or notice of such redemption is given to the holders of the Shares.

“Restrictions on Shares” means, in respect of any ETF, that the Shares cease to or are reasonably likely to cease to track the ETF Underlying Index by reason of (i) any failure by the ETF Adviser to act in accordance with the investment objectives, risk profile or investment guidelines of the Company, (ii) any restriction placed on the ability of the ETF Adviser to buy or sell shares or other property by any regulatory body, (iii) any limitation on the ability of the ETF Adviser to buy or sell shares or other property by reason of liquidity, adverse market conditions or decrease in the assets of the Company, and in any such case, in the opinion of the Calculation Agent such situation is unlikely to be corrected within a reasonable period of time.”

- (ii) **“Termination of ETF Adviser and/or ETF Administrator”** means, in respect of any ETF, that (i) voluntary or involuntary liquidation, bankruptcy or any analogous insolvency proceedings including for the avoidance of doubt, bankruptcy, civil rehabilitation proceedings, corporate reorganisation proceedings, company arrangement or special liquidation are commenced with respect to the ETF Adviser or the ETF Administrator or (ii) the appointment of the ETF Adviser or ETF Administrator of the Company is terminated in accordance with its terms or notice of such termination is given to the holders of the Shares or (iii) the ETF Adviser or ETF Administrator of the Company fails to maintain or obtain, as the case may be, all required approvals and authorisations by the relevant financial and administrative authorities necessary to perform its obligations in respect of the Company and the Shares or (iv) it becomes illegal or impossible in the opinion of the Calculation Agent for the ETF Adviser or ETF Administrator of the Company to continue to act as ETF Adviser or ETF Administrator of the Company, and in any such case in the determination of the Calculation Agent no appropriate successor is appointed to act as adviser or administrator, as the case may be, of the Company.”
- (iii) Condition 20(f)(D)(2) shall be construed as if reference to Delisting, Insolvency and Nationalisation were also references to “Adjustment to ETF Underlying Index”, “Change of Investment Policy”, “Liquidation”, “Redemption of Shares”, “Restrictions on Shares”, “Termination of Adviser and/or Administrator” as defined above.
- (iv) The definition of “Integral Number of Deliverable Shares” in Condition 20(f)(H)(1) is deleted and replaced by the following: “Integral Number of Shares” means, in respect of each Note, an integral number of Deliverable Shares equal to the Relevant Number of Deliverable Shares rounded downwards to the ETF Minimum Tradable Quantity.”

The definition of “Residual Cash Amount” in Condition 20(f)(H)(1) is deleted and replaced by the following: “Residual Cash Amount” means, in respect of each Note, an amount in the Specified Currency in the applicable Final Terms equal to the product of (i) the Residual Number of Deliverable Shares and (ii) the Ultimate Final Price divided by the Prevailing Exchange Rate (if any).”

21 Terms for Index Linked Notes (index basket)

This Condition applies if and as specified in the applicable Final Terms.

(a) **General Definitions**

(A) *Common definitions for Index Linked Notes*

“**Barrier Level**” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Index, the level of such Index specified as such or otherwise determined in the applicable Final Terms;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms or, if no such level is specified or otherwise determined in the applicable Final Terms,

subject to “**Particular Provisions**” set forth in Condition 21(f) (*Particular Provisions*) below.

“**Basket**” means a basket composed of each Index specified in the applicable Final Terms in the relative proportions specified in the applicable Final Terms.

“**Early Redemption Amount**” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency specified in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer’s obligations under the Notes). In respect of Fixed Interest Rate Notes and Index Linked Interest Notes and other variable-linked coupon amount Notes, for the purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable but shall be taken into account in calculating the fair market value of each Note.

“**Exchange Rate**” means, in respect of any Exchange Rate Determination Date, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms on such Exchange Rate Determination Date. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Exchange Rate (or a method for determining the Exchange Rate).

“**Exchange Rate Business Day**” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the financial centre(s) specified as such in the applicable Final Terms.

“**Exchange Rate Determination Date**” means, in respect of any amount for the purposes of which an Exchange Rate has to be determined, the Exchange Rate Business Day that is the number of Exchange Rate Business Days specified as such in the applicable Final Terms preceding the date of determination of such amount by the Calculation Agent.

“**Final Level**” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, either:
 - (a) in respect of any Index and any Valuation Date, the level of such Index as determined by the Calculation Agent as of the Valuation Time on such Valuation Date;

OR

(b) in respect of any Index and the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which such Index is valued (with halves being rounded up)) of the Relevant Levels of such Index on each of such Averaging Dates;

OR

(ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, either:

(a) in respect of any Valuation Date, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (i) the Relevant Level of such Index on such Valuation Date and (ii) the relevant Weighting;

OR

(b) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent of the amounts for the Basket calculated on each of such Averaging Date as the sum of the values of each Index as the product in respect of each Index of (i) the Relevant Level of such Index on each of such Averaging Dates and (ii) the relevant Weighting.

“Highest Index Performance” means, in respect of any Valuation Date and/or any Observation Period, the numerically highest Index Performance as determined by the Calculation Agent among the Index Performances determined on such Valuation and/or such Observation Period.

“Highest Performing Index” means, in respect of any Valuation Date and/or any Observation Period, the Index with the Highest Index Performance on such Valuation Date and/or such Observation Period.

“Index” means each index specified as such in the applicable Final Terms as calculated and announced by the relevant Index Sponsor, subject to “Particular Provisions” set forth in Condition 21(f) (*Particular Provisions*) below.

“Index Performance” means, in respect of any Index and any Valuation Date and/or any Observation Period, a rate determined by the Calculation Agent in accordance with the formula specified as such in the applicable Final Terms.

“Initial Level” means either:

(i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Index, the level of such Index specified as such or otherwise determined in the applicable Final Terms or, if no such level is specified or otherwise determined in the applicable Final Terms, the level of such Index as determined by the Calculation Agent as of the Valuation Time on the Strike Date;

OR

(ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms or, if no such level is specified or otherwise determined in the applicable Final Terms, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (i) the Relevant Level of such Index on the Strike Date and (ii) the relevant Weighting, subject to **“Particular Provisions”** set forth in Condition 21(f) (*Particular Provisions*) below.

“Lowest Index Performance” means, in respect of any Valuation Date and/or any Observation Period, the numerically lowest Index Performance as determined by the Calculation Agent among the Index Performances determined on such Valuation and/or such Observation Period.

“Lowest Performing Index” means, in respect of any Valuation Date and/or any Observation Period, the Index with the Lowest Index Performance on such Valuation Date and/or such Observation Period.

“Max” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “,” inside those brackets.

“Min” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “,” inside those brackets.

“Multi Exchange Index” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, that the component securities of such Index are or deemed to be traded on several exchanges and accordingly that the definitions comprised in this Condition 21 relating to the Multi Exchange Index shall apply to such Index.

“Observation Period” means each period specified as such in the applicable Final Terms.

“Relevant Level” means, in respect of any Index, the level of such Index as determined by the Calculation Agent as of the Valuation Time.

“Single Exchange Index” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, that the component securities of such Index are or deemed to be traded on the same exchange and accordingly that the definitions comprised in this Condition 22 relating to the Single Exchange Index shall apply to such Index.

“Weighting” or **“W_i”** means, in respect of each Index comprised in the Basket, the percentage or the fraction in respect of such Index specified as such in the applicable Final Terms.

“>” means that the item or number preceding this sign will be higher than the item or number following this sign.

“<” means that the item or number preceding this sign will be lower than the item or number following this sign.

“≥” means that the item or number preceding this sign will be equal to or higher than the item or number following this sign.

“≤” means that the item or number preceding this sign will be equal to or lower than the item or number following this sign.

“|” or **“Abs ()”** means the absolute value of the item or number inside the brackets

(B) Definitions specific to Single Exchange Index

“Exchange” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, the exchange or quotation system as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise specified in the applicable Final Terms, any successor to such exchange or any substitute exchange or quotation system to which trading in the shares underlying this Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the shares underlying this Index on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, any Scheduled Trading Day on which the relevant Exchange and, if any, the relevant Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, such Related Exchange closing prior to its Scheduled Closing Time.

“Index Sponsor” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to this Index and (b) announces (directly or through an agent) the level of this Index on a regular basis during each relevant Scheduled Trading Day, which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 21(f) (*Particular Provisions*) below.

“Related Exchange” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, the exchange or quotation system where futures or options contracts relating to the Index are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise specified in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to this Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to this Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Scheduled Closing Time” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index and in respect of the relevant Exchange or, if any, the relevant Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“Scheduled Trading Day” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Valuation Time” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day or Automatic Early Redemption Valuation Date. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

(C) *Definitions specific to Multi Exchange Index*

“Exchange” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index and in respect of each component security of this Index (each, a **“Component Security”**), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise determined in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 21(f) (*Particular Provisions*) below.

“Exchange Business Day” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, any Scheduled Trading Day on which: (i) the relevant Index Sponsor publishes the level of this Index and, if any, (ii) the relevant Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or, if any, the relevant Related Exchange closing prior to its Scheduled Closing Time.

“Index Sponsor” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to this Index and (b) announces (directly or through an agent) the level of this Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 21(f) (*Particular Provisions*) below.

“Related Exchange” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, the exchange or quotation system where futures or options contracts relating to the Index are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise specified in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to this Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to this Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Scheduled Closing Time” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index and in respect of each Component Security, the scheduled weekday closing time of the relevant Exchange, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“Scheduled Trading Day” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, any day on which: (i) the relevant Index Sponsor is scheduled to publish the level of this Index; and (ii) the relevant Related Exchange is scheduled to be open for trading for its regular trading session.

“Valuation Time” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the relevant Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on this Index, the close of trading on the relevant Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of this Index is calculated and published by the relevant Index Sponsor.

(b) Valuation

(A) Strike Date

“Strike Date” means, in respect of any Index, the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) below.

“Scheduled Strike Date” means, in respect of any Index, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) *Valuation Date*

“**Valuation Date**” means, in respect of any Index, each date specified as such in the applicable Final Terms or, if any of such dates is not a Scheduled Trading Day, the next following Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means, in respect of any Index, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

(C) *Averaging Date*

“**Averaging Date**” means, in respect of any Index, each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Valid Date, subject to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means, in respect of any Index, a relevant Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) **Consequences of Disrupted Day(s)**

(A) *Definitions*

(i) Definitions specific to Single Exchange Index

“**Disrupted Day**” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, the closure on any Exchange Business Day of any relevant Exchange relating to securities that comprise 20 percent or more of the level of this Index or, if any, the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or any Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, securities that comprise 20 percent or more of the level of this Index on any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on the relevant Related Exchange.

“**Market Disruption Event**” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time

on which the level of this Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a security included in the Index at any time, then the relevant percentage contribution of that security to the level of this Index shall be based on a comparison of (x) the portion of the level of this Index attributable to that security and (y) the overall level of this Index, in each case immediately before the occurrence of such Market Disruption Event.

“Trading Disruption” means, in respect of any Index specified in the applicable Final Terms to be a Single Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) on any relevant Exchange relating to securities that comprise 20 percent or more of the level of this Index, or (ii) in futures or options contracts relating to this Index on the relevant Related Exchange.

(ii) Definitions specific to Multi Exchange Index

“Disrupted Day” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of this Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

“Early Closure” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or, if any, the Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange Disruption” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to this Index on the Related Exchange.

“Market Disruption Event” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, either:

- (i) (a) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of this Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in

all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; and/or

(2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of this Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; and/or

(3) an Early Closure in respect of such Component Security; and

(b) the aggregate of all Component Securities in respect of which a Trading Disruption and/or, an Exchange Disruption and/or an Early Closure occurs or exists comprises 20 per cent. or more of the level of this Index; or

(ii) the occurrence or existence, in respect of futures or options contracts relating to this Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of this Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of this Index shall be based on a comparison of (x) the portion of the level of this Index attributable to that Component Security to (y) the overall level of this Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market “opening data”.

“Trading Disruption” means, in respect of any Index specified in the applicable Final Terms to be a Multi Exchange Index, any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to this Index on the Related Exchange.

(B) Provisions

(1) Strike Date

If, in respect of any Index, the Strike Date is a Disrupted Day, then the Strike Date for this Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted

Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, for this Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Relevant Level of such Index on the Strike Date shall be determined by the Calculation Agent as of the Valuation Time on the Ultimate Strike Date in accordance with (subject to “Particular Provisions” set in Condition 21(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the relevant Exchange traded or quoted price as of the Valuation Time on the Ultimate Strike Date of each security comprised in this Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Strike Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Strike Date).

“**Ultimate Strike Date**” means, in respect of any Index, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If, in respect of any Index, any Valuation Date is a Disrupted Day, then this Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Valuation Date shall be deemed to be that Valuation Date for this Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) Relevant Level of such Index on such Valuation Date shall be determined by the Calculation Agent as of the Valuation Time on that Ultimate Valuation Date in accordance with (subject to “Particular Provisions” set forth in Condition 21(f) (*Particular Provisions*)) the formula for and method of calculating this Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on such Ultimate Valuation Date of each security comprised in this Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Ultimate Valuation Date, its good faith estimate of the value for the relevant security as of the Valuation Time on such Ultimate Valuation Date).

“**Ultimate Valuation Date**” means, in respect of any Index and Scheduled Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) Averaging Date

If, in respect of any Index, any Averaging Date is a Disrupted Day, then this Averaging Date for this Index shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date for this Index

(irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) Relevant Level of such Index on such Averaging Date shall be determined by the Calculation Agent as of the Valuation Time in accordance with (subject to “Particular Provisions” set forth in Condition 21(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Averaging Date of each security comprised in this Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Averaging Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Averaging Date).

“**Ultimate Averaging Date**” means, in respect of any Index, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) Knock-in Event and Knock-out Event

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the level of the Index triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) ***Knock-in Event and Knock-out Event***

Common definitions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

(A) ***Knock-in Event***

“**Knock-in Event**” means (unless otherwise specified in the applicable Final Terms) either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, that the level of the Knock-in Index as of the Knock-in Valuation Time on any Knock-in Determination Day as determined by the Calculation Agent,

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, that the amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (i) the level of such Index as of the Knock-in Valuation Time on any Knock-in Determination Day and (ii) the relevant Weighting

is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Level.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Index**” means the Index specified as such in the applicable Final Terms.

“**Knock-in Level**” means either

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Index, the level of such Index specified as such or otherwise determined in the applicable Final Terms,

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 21(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means, in respect of any Index, each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Period**” means, in respect of any Index, the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means, in respect of any Index, the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Period Ending Date**” means, in respect of any Index, the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Valuation Time**” means, in respect of any Index, the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“**Knock-out Event**” means (unless otherwise specified in the applicable Final Terms) either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, that the level of the Knock-out Index as of the Knock-out Valuation Time on any Knock-out Determination Day as determined by the Calculation Agent,

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, that the amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (i) the level of such Index as of the Knock-out Valuation Time on any Knock-out Determination Day and (ii) the relevant Weighting,
- (C) is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Level.

If “**Knock-out Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“**Knock-out Index**” means the Index specified as such in the applicable Final Terms.

“**Knock-out Level**” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Index, the level of such Index specified as such or otherwise determined in the applicable Final Terms,

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to adjustment from time to time in accordance with the provisions set forth in Condition 21(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Day**” means, in respect of any Index, each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 21(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Period**” means, in respect of any Index, the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“**Knock-out Period Beginning Date**” means, in respect of any Index, the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-out Period Ending Date**” means, in respect of any Index, the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-out Valuation Time**” means, in respect of any Index, the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time

(e) ***Automatic Early Redemption***

Common definitions and provisions for Single Exchange Index and Multi Exchange Index

(A) *Definitions*

“Automatic Early Redemption Averaging Date” means, in respect of any Automatic Early Redemption Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Automatic Early Redemption Valid Date subject to “Consequences of Disrupted Day(s)” set forth below.

“Automatic Early Redemption Date” means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“Automatic Early Redemption Event” means (unless otherwise specified in the applicable Final Terms) that the Basket Level is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Level.

“Automatic Early Redemption Level” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Index, the level of such Index specified as such or otherwise determined in the applicable Final Terms,

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms, subject to “Adjustment to the Index” set forth in Condition 21(f) (*Particular Provisions*) below.

“Automatic Early Redemption Observation Period” means each period specified as such in the applicable Final Terms.

“Automatic Early Redemption Rate” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“Automatic Early Redemption Valid Date” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“Automatic Early Redemption Valuation Date” means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“Basket Level” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms:
 - (1) in respect of any Index and any Automatic Early Redemption Valuation Date, the level of such Index as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Valuation Date;

OR

- (2) in respect of any Index and the Automatic Early Redemption Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which such Index is valued (with halves being rounded up)) of the Relevant Levels of such Index on each of such Automatic Early Redemption Averaging Dates;

AND

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms:
- (1) in respect of any Automatic Early Redemption Valuation Date, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product of (i) the Relevant Level of such Index on such Automatic Early Redemption Valuation Date and (ii) the relevant Weighting

OR

- (2) in respect of the Automatic Early Redemption Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent of the amounts for the Basket calculated on each of such Automatic Early Redemption Averaging Dates as the sum of the values of each Index as the product in respect of each Index of (i) the Relevant Levels of such Index on each of such Automatic Early Redemption Averaging Dates and (ii) the relevant Weighting

“Scheduled Automatic Early Redemption Valuation Date” means, in respect of any Index, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

(B) Consequences of the occurrence of an Automatic Early Redemption Event

If **“Automatic Early Redemption Event”** is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount in the Specified Currency specified in the applicable Final Terms equal to the relevant Automatic Early Redemption Amount.

“Automatic Early Redemption Amount” Means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) Consequences of Disrupted Days

- (1) Automatic Early Redemption Valuation Date

If, in respect of any Index, any Automatic Early Redemption Valuation Date is a Disrupted Day, then this Automatic Early Redemption Valuation Date for this Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date for this Index, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Relevant Level of such Index on such Automatic Early Redemption Valuation Date shall be determined by the Calculation Agent as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date in accordance with (subject to “Adjustments to the Index” set forth in Condition 21(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that Ultimate

Automatic Early Redemption Valuation Date of each security comprised in this Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that Ultimate Automatic Early Redemption Valuation Date, its good faith estimate of the value for the relevant security as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date).

“Ultimate Automatic Early Redemption Valuation Date” means, in respect of any Index and in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Automatic Early Redemption Averaging Date

If, in respect of any Index, any Automatic Early Redemption Averaging Date is a Disrupted Day, then this Automatic Early Redemption Averaging Date for this Index shall be the first succeeding Automatic Early Redemption Valid Date. If the first succeeding Automatic Early Redemption Valid Date has not occurred as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date, then (1) the Ultimate Automatic Early Redemption Averaging Date for this Index shall be deemed to be that Automatic Early Redemption Averaging Date (irrespective of whether the Ultimate Automatic Early Redemption Averaging Date is already an Automatic Early Redemption Averaging Date), and (2) the Calculation Agent shall determine the level of the Index as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date in accordance with (subject to “Adjustments to the Index” set forth in Condition 21(f) (*Particular Provisions*) below) the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that Ultimate Automatic Early Redemption Averaging Date, its good faith estimate of the value for the relevant security as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date).

“Ultimate Automatic Early Redemption Averaging Date” means, in respect of any Index and any Automatic Early Redemption Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Automatic Early Redemption Averaging Date or Disrupted Day, would have been the final Automatic Early Redemption Averaging Date relating to this Automatic Early Redemption Observation Period.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) ***Particular Provisions***

- (i) If any Index is (i) not calculated and announced by the relevant Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of this Index, then in

each case that index (the “**Successor Index**”) will be deemed to be such Index and the Conditions shall be construed accordingly.

- (ii) If, in respect of any Index, on or prior to the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the relevant Index Sponsor (α) announces that it will make a material change in the formula for or the method of calculating this Index or in any other way materially modifies this Index (other than a modification prescribed in that formula or method to maintain this Index in the event of changes in constituent stock and capitalisation and other routine events) (an “**Index Modification**”) or permanently cancels this Index and no Successor Index exists (an “**Index Cancellation**”) or (β) fails to calculate and announce this Index (an “**Index Disruption**” (provided for the avoidance of doubt that a successor sponsor calculating and announcing this Index determined as unacceptable by the Calculation Agent shall be an Index Disruption) and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Calculation Agent will be entitled, for the purpose of performing its obligations in respect of the outstanding Notes, either to:
- (a) calculate the level of this Index in accordance with the formula for and method of calculating this Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised this Index immediately prior to the Index Adjustment Event; or (but not and)
 - (b) replace this Index by this Index as so modified or by the new index (as the case may be), provided that in such case, (a) the Calculation Agent will make such adjustments to the new index as may be required in order to preserve the economic equivalent of the obligation of the Issuer to make payment of any amount due and payable under the Notes linked to this Index as if such new or modified index had not replaced this Index and, if need be, will multiply the modified or new index by a linking coefficient to do so as determined by the Calculation Agent and (b) the Noteholders will be notified of the modified Index or the new index (as the case may be) and, if need be, of the linking coefficient; or (but not and)
 - (c) require the Issuer to redeem each Note at an amount per Note equal to the Early Redemption Amount. The Early Redemption Amount shall be payable by the Issuer on the fifth Business Day following notification by the Calculation Agent to the Issuer that the Calculation Agent has determined that the event referred to in this paragraph (b) has occurred
- (iii) In the event that, in respect of any Index, any level announced by the relevant Index Sponsor which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is announced by this Index Sponsor within two Scheduled Trading Days after the original publication and in any case not later than the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it considers it to be necessary, the Calculation Agent may, in its sole and absolute discretion, adjust any relevant terms hereof accordingly.

For the avoidance of doubt, Noteholders shall not be entitled to make any claim against the Issuer or the Calculation Agent in the case where any Original Determination is not subsequently corrected and/or the correction of the Original Determination is announced by this Index Sponsor after the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination.

- (iv) The Calculation Agent shall as soon as practicable provide detailed notice of any determinations and/or adjustments, as the case may be, made and notified to the Issuer by the Calculation Agent pursuant to the paragraphs (i), (ii) or (iii) of this Condition 21(f) (*Particular Provisions*), whereupon the Issuer shall promptly provide detailed notice to the Fiscal Agent and to the Noteholders in accordance with the Conditions of such determinations and/or adjustments made and notified by the Calculation Agent.

(g) **Range Accrual**

(A) Definitions

“Range Accrual Rate” means, in respect of any Monitoring Period, a rate determined by the Calculation Agent, expressed as a percentage, equal (unless otherwise specified in the applicable Final Terms) to the number of Triggering Days comprised in this Monitoring Period divided by the number of Monitoring Days comprised in this Monitoring Period.

“Monitoring Day” means, in respect of any Monitoring Period, any day comprised in such Monitoring Period that is (unless otherwise specified in the applicable Final Terms) a Scheduled Trading Day for each Index comprising the Basket, subject to “Consequences of Disrupted Day(s)” set forth below.

“Monitoring Period” means any period which commences on, but excludes, any Reference Date and ends on, and includes, the immediately following Reference Date provided that for the avoidance of doubt the first Monitoring Period will commence on, but exclude, the first Reference Date and the last Monitoring Period will end on, and include, the last Reference Date.

“Number of Monitoring Days” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period.

“Number of Triggering Days” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period which are Triggering Days.

“Reference Dates” means the dates specified as such in the applicable Final Terms or (unless otherwise specified in the applicable Final Terms), if any of such dates is not a Monitoring Day, the next following Monitoring Day.

“Triggering Day” means any Monitoring Day where either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, the level of the Triggering Index as determined by the Calculation Agent as of the Trigger Valuation Time on such Monitoring Day;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (i) the level of such Index

as determined by the Calculation Agent as of the Trigger Valuation Time on such Monitoring Day and (ii) the relevant Weighting,

is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the relevant Trigger Level.

“**Trigger Level**” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Index, the level of such Index specified as such or otherwise determined in the applicable Final Terms;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms,

subject to “**Particular Provisions**” set forth in Condition 21(f) above.

“**Triggering Index**” means, if Separate Valuation is specified as applicable in the applicable Final Terms and in respect of any Monitoring Day, the Index specified as such in the applicable Final Terms.

“**Trigger Valuation Time**” means, in respect of any Index, the time or period of time on any Monitoring Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Trigger Valuation Time, the Trigger Valuation Time shall be the Valuation Time.

(B) Provisions

If “**Range Accrual**” is specified as applicable in the Final Terms, then the provisions comprised in this Condition 21(g) (*Range Accrual*) shall apply to any Interest Amount and/or the Redemption Amount subject to the determination of the relevant Range Accrual Rate.

(C) Consequences of Disrupted Days

Unless otherwise specified in the applicable Final Terms, if any Monitoring Day is a Disrupted Day, then such Monitoring Day will be deemed not to be a Monitoring Day and shall be accordingly disregarded for the determination of the Number of Monitoring Days and the Number of Triggering Days.

22 Terms for Commodity Linked Notes (single commodity)

This Condition applies to Commodity Linked Notes (single commodity) if and as specified in the Final Terms.

(a) General Definitions

“**APX**” means the Amsterdam Power Exchange N.V., or its successor.

“**Barrier Price**” means the Price of the Commodity specified as such or otherwise determined in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below.

“**Bullion**” means Gold, Silver, Platinum or Palladium, or any other metal specified in the applicable Final Terms, as the case may be.

“**Bullion Reference Dealers**” means, with respect to any Bullion for which the relevant Commodity Reference Price is “Commodity Reference Dealers”, the four major dealers that are the members of the

LBMA specified in the Final Terms, or if no such Bullion Reference Dealers are specified, selected by the Calculation Agent, in each case, acting through their principal London offices, unless otherwise specified in the applicable Final Terms.

“**COMEX**” means the Commodity Exchange Inc., New York, or its successor.

“**Commodity**” means (a) (i) the commodity, (ii) the options contract relating to a commodity, (iii) the futures contract relating to a commodity, (iv) the options contract relating to a futures contract relating to a commodity, (v) the swap agreement relating to any of (i) to (iv), or (vi) any other agreement, derivative or otherwise, relating to a commodity, or (b) Bullion, if specified as the commodity in (i) to (vi) above, in each case, as specified in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 22f) (*Particular Provisions*) below.

“**Commodity Business Day**” means:

- (i) in respect of any Commodity (other than Bullion) for which the Commodity Reference Price is a Price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) an Exchange Business Day;
- (ii) in respect of any Commodity (other than Bullion) for which the Commodity Reference Price is not a Price announced or published by an Exchange, a day in respect of which the relevant Commodity Reference Price Sponsor or Price Source published (or, but for the occurrence of a Market Disruption Event, would have published) a Price; and
- (iii) in respect of any Commodity which is Bullion, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and New York and in such location as the Issuer or the Calculation Agent may determine to be the place where payment would be or is to be made for such Bullion under any related hedging arrangements.

“**Commodity Performance**” means, in respect of any Valuation Date and/or any Observation Period, a rate determined by the Calculation Agent in accordance with the formula specified as such in the applicable Final Terms.

“**Commodity Reference Dealers**” means that the Price for a date will be determined on the basis of quotations provided by Reference Dealers or Bullion Reference Dealers, as the case may be, on that date of that day’s Specified Price for the relevant Commodity, if applicable. If four quotations are provided as requested, the Price for that date will be the arithmetic mean of the Specified Prices for that Commodity provided by each Reference Dealer or Bullion Reference Dealer, as the case may be, without regard to the Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the price for that date will be the Specified Price provided by the relevant Reference Dealer or Bullion Reference Dealer, as the case may be, that remains after disregarding the Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value and lowest value, then the Specified Price of one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for the date cannot be determined.

“**Commodity Reference Price**” means the Price of the Commodity specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below.

“**Commodity Reference Price Sponsor**” means any corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, **related** to the Commodity Reference Price and (b) announces (directly or through an agent) the Commodity Reference Price on a regular basis during each business day, which is specified as such in

the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below, or if not so specified, the relevant Exchange.

“Disappearance of the Commodity Reference Price” means, in relation to a Commodity Reference Price, (a) the permanent discontinuation of trading in the relevant Commodity on the relevant Exchange; (b) the disappearance of, or of trading in, the relevant Commodity; or (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of any related Price Source or the status of trading in the relevant Commodity.

“Early Redemption Amount” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency specified in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer's obligations under the Notes).

“Exchange” means the exchange or quotation system where the Commodity is mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, or otherwise specified in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in the Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Commodity on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means any Scheduled Trading Day on which the Exchange and, if any, the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, such Related Exchange closing prior to its Scheduled Closing Time.

“Exchange Rate” means, in respect of any Exchange Rate Determination Date, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms on such Exchange Rate Determination Date. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Exchange Rate (or a method for determining the Exchange Rate).

“Exchange Rate Business Day” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the financial centre(s) specified as such in the applicable Final Terms.

“Exchange Rate Determination Date” means, in respect of any amount for the purposes of which an Exchange Rate has to be determined, the Exchange Rate Business Day that is the number of Exchange Rate Business Days specified as such in the applicable Final Terms preceding the date of determination of such amount by the Calculation Agent.

“Final Price” means either:

- (i) in respect of any Valuation Date, the Price of the Commodity as determined by the Calculation Agent as of the Valuation Time on such Valuation Date; or
- (ii) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Commodity is valued (with halves being rounded up)) of the Relevant Prices on each Averaging Date.

“**Gold**” means gold bars or unallocated gold complying with the rules of the LBMA, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“**ICE**” or “**Futures ICE**” means the IntercontinentalExchange®, or its successor.

“**Initial Price**” means the Price of the Commodity specified as such or otherwise determined in the applicable Final Terms or, if no such Price is specified or otherwise determined in the applicable Final Terms, the Price of the Commodity as determined by the Calculation Agent as of the Valuation Time on the Strike Date, subject to “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below.

“**KSCBT**” means the Kansas City Board of Trade, or its successor.

“**LBMA**” means the London Bullion Market Association or its successor.

“**LME**” means the London Metal Exchange Limited or its successor.

“**LPPM**” means the London Platinum and Palladium Market or its successor.

“**Material Change in Content**” means, in respect of a Commodity, the occurrence since the Issue Date of a material change in the content, composition or constitution of the relevant Commodity.

“**Material Change in Formula**” means, in respect of a Commodity, the occurrence since the Issue Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

“**Max**” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “;” inside those square brackets.

“**Min**” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “;” inside those square brackets.

“**NORDPOOL**” means the Nord pool ASA (The Nordic Power Exchange), or its successor.

“**NYMEX**” means the New York Mercantile Exchange, or its successor.

“**Observation Period**” means each period specified as such in the applicable Final Terms.

“**Ounce**” means a troy ounce.

“**Palladium**” means palladium ingots or plate or unallocated palladium complying with the rules of the LPPM, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“**Platinum**” means platinum ingots or plate or unallocated platinum complying with the rules of the LPPM, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“**Price**” means the price, level or rate of the Commodity, as applicable.

“**Price Materiality Percentage**” means percentage specified in the applicable Final Terms, if any.

“**Price Source**” means, in respect of a Commodity, the publication (or such other origin of reference, including an Exchange or a Commodity Reference Price Sponsor) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the definition of the relevant Commodity Reference Price in the Final Terms.

“**Price Source Disruption**” means, in respect of a Commodity, (a) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the

Specified Price) for the relevant Commodity Reference Price; (b) the temporary or permanent discontinuance or unavailability of the Price Source; (c) if the Commodity Reference Price is “Commodity Reference Dealers”, the failure to obtain at least three quotations as requested from the relevant Reference Dealers or Bullion Reference Dealers, if applicable; or (d) if a Price Materiality Percentage is specified in the relevant Final Terms, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price specified as “Commodity Reference Dealers” by such Price Materiality Percentage.

“Reference Dealers” means, in respect of a Commodity (other than Bullion) for which the Commodity Reference Price is “Commodity Reference Dealers”, the four dealers specified in the Final Terms or, if dealers are not so specified, four leading dealers in the relevant market selected by the Issuer.

“Related Exchange” means the exchange or quotation system where futures or options contracts relating to the Commodity are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise specified in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in the Commodity or futures and options contracts relating to the Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures and options contracts relating to the Commodity on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Relevant Price” means, in respect of any Averaging Date, the Price of the Commodity as determined by the Calculation Agent as of the Valuation Time on such Averaging Date.

“Scheduled Closing Time” means, in respect of the Exchange or, if any, the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“Scheduled Trading Day” means any day on which the Exchange and, if any, the Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Silver” means silver bars or unallocated silver complying with the rules of the LBMA, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“SIMEX” means the Singapore International Monetary Exchange Inc., or its successor.

“Specified Price” means, in respect of a Commodity Reference Price, any of the following Prices (which must be a Price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the relevant Final Terms (and, if applicable, as of the time so specified): (a) the high Price; (b) the low Price; (c) the average of the high Price and the low Price; (d) the closing Price; (e) the opening Price; (f) the bid Price; (g) the asked Price; (h) the average of the bid Price and the asked Price; (i) the settlement Price; (j) the official settlement Price; (k) the official Price; (l) the morning fixing; (m) the afternoon fixing; (n) the fixing; (o) the spot Price; or (p) any other Price specified in the relevant Final Terms.

“Tax Disruption” means, in respect of a Commodity, the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the relevant Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Commodity Reference Price on

the day on which the Commodity Reference Price would otherwise be determined from what it would have been without that imposition, change or removal.

“**Valuation Time**” means the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

“>” means that the item or number preceding this sign will be higher than the item or number following this sign.

“<” means that the item or number preceding this sign will be lower than the item or number following this sign.

“≥” means that the item or number preceding this sign will be equal to or higher than the item or number following this sign.

“≤” means that the item or number preceding this sign will be equal to or lower than the item or number following this sign.

“|” or ABS () means the absolute value of the item or number inside the brackets.

(b) Valuation

(A) Strike Date

“**Strike Date**” means the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 22(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) Valuation Date

“**Valuation Date**” means any Actual Exercise Date or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day or has such other meaning as is specified in the applicable Final Terms, all subject to “Consequences of Disrupted Day(s)” set forth in Condition 22(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

(C) Averaging Date

“**Averaging Date**” means, in respect of any Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Valid Date, subject to “Consequences of Disrupted Day(s)” set forth in Condition 22(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not, or is not deemed to, occur.

(c) ***Consequences of Disrupted Day(s)***

(A) ***Definitions***

“**Disrupted Day**” means any Scheduled Trading Day on which (i) the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session, (ii) the Commodity Reference Price Sponsor fails to publish the Commodity Reference Price, or (iii) on which a Market Disruption Event has occurred.

“**Early Closure**” means the closure on any Exchange Business Day of any relevant Exchange relating to the Commodity or, if any, the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or, if any, such Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Commodity on any relevant Exchange (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Commodity on the relevant Related Exchange.

“**Market Disruption Event**” means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, (iii) a Price Source Disruption which in each case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the Price of the Commodity triggers respectively the Knock-in Price or the Knock-out Price or (b) in all other circumstances that ends at the relevant Valuation Time, or (iv) an Early Closure.

“**Trading Disruption**” means any suspension of or limitation imposed on trading of the Commodity by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise.

(B) ***Provisions***

(1) **Strike Date**

If the Strike Date is a Disrupted Day, then the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Price of the Commodity as of the Valuation Time on the Ultimate Strike Date in accordance with (subject to “Particular Provisions” set in Condition 22(f) (*Particular Provisions*) below) the formula for and method of calculating the Price of the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on the Ultimate Strike Date of the Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Strike Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Strike Date).

“Ultimate Strike Date” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If any Valuation Date is a Disrupted Day, then this Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Valuation Date shall be deemed to be that Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Price of the Commodity as of the Valuation Time on that Ultimate Valuation Date in accordance with (subject to “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*)) the formula for and method of calculating the Price of the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on such Ultimate Valuation Date of the Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the Commodity on such Ultimate Valuation Date, its good faith estimate of the value of the Commodity as of the Valuation Time on such Ultimate Valuation Date).

“Ultimate Valuation Date” means, in respect of any Scheduled Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Valuation Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) Averaging Date

If any Averaging Date is a Disrupted Day, then this Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) the Calculation Agent shall determine the Price of the Commodity as of the Valuation Time for that Averaging Date in accordance with (subject to “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below) the formula for and method of calculating the Price of the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on the Ultimate Averaging Date of the Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the Commodity on the Ultimate Averaging Date, its good faith estimate of the value of the Commodity as of the Valuation Time on the Ultimate Averaging Date).

“Ultimate Averaging Date”, in respect of any Observation Period, means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date relating to this Observation Period.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) Knock-in Event and Knock-out Event

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the Price of the Commodity triggers the Knock-in Price or the Knock-out Price, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) ***Knock-in Event and Knock-out Event***

(A) *Knock-in Event*

“**Knock-in Event**” means (unless otherwise specified in the applicable Final Terms) that the Price of the Commodity determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Price.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Price**” means the Price of the Commodity specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below and “Consequences of Disrupted Day(s)” set forth in Condition 22(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 22(c) above.

“**Knock-in Determination Period**” means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Period Ending Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified

as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Valuation Time” means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“Knock-out Event” means (unless otherwise specified in the applicable Final Terms) that the Price of the Commodity determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Price.

If **“Knock-out Event”** is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“Knock-out Price” means the Price of the Commodity specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with “Particular Provisions” set forth in Condition 22(f) (*Particular Provisions*) below and “Consequences of Disrupted Day(s)” set forth in Condition 22(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Day” means each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 22(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Period” means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“Knock-out Period Beginning Date” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Period Ending Date” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Valuation Time” means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or, in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time

(e) *Automatic Early Redemption*

(A) *Definitions*

“Automatic Early Redemption Averaging Date” means, in respect of any Automatic Early Redemption Observation Period, each date specified as such in the applicable Final Terms or, if

such date is not a relevant Scheduled Trading Day, the next following relevant Automatic Early Redemption Valid Date subject to “Consequences of Disrupted Day(s)” set forth below.

“**Automatic Early Redemption Date**” means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“**Automatic Early Redemption Event**” means (unless otherwise specified in the applicable Final Terms) that the Commodity Price is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Level.

“**Automatic Early Redemption Level**” means the Price of the Commodity specified as such or otherwise determined in the applicable Final Terms, subject to Condition 22(f) (*Particular Provisions*) below.

“**Automatic Early Redemption Observation Period**” means each period specified as such in the applicable Final Terms.

“**Automatic Early Redemption Rate**” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“**Automatic Early Redemption Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“**Automatic Early Redemption Valuation Date**” means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“**Commodity Price**” means either:

- (i) in respect of any Automatic Early Redemption Valuation Date, the Price of the Commodity as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Valuation Date; or
- (ii) in respect of the Automatic Early Redemption Averaging Dates relating to an Automatic Early Redemption Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Commodity is valued (with halves being rounded up)) of the Specified Prices on each of such Automatic Early Redemption Averaging Dates.

“**Scheduled Automatic Early Redemption Valuation Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

“**Specified Price**” means, in respect of any Automatic Early Redemption Averaging Date, the Price of the Commodity as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Averaging Date.

(B) *Consequences of the occurrence of an Automatic Early Redemption Event*

If “**Automatic Early Redemption Event**” is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount in

the Specified Currency specified in the applicable Final Terms equal to the relevant Automatic Early Redemption Amount.

“**Automatic Early Redemption Amount**” means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) *Consequences of Disrupted Days*

(1) Automatic Early Redemption Valuation Date

If any Automatic Early Redemption Valuation Date is a Disrupted Day, then this Automatic Early Redemption Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Price of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date in accordance with (subject to Condition 22(f) (*Particular Provisions*) below) the formula for and method of calculating the Price of the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date of the Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the Commodity on that Ultimate Automatic Early Redemption Valuation Date, its good faith estimate of the value of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date).

“**Ultimate Automatic Early Redemption Valuation Date**” means, in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Automatic Early Redemption Averaging Date

If any Automatic Early Redemption Averaging Date is a Disrupted Day, then this Automatic Early Redemption Averaging Date shall be the first succeeding Automatic Early Redemption Valid Date. If the first succeeding Automatic Early Redemption Valid Date has not occurred as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date, then (1) the Ultimate Automatic Early Redemption Averaging Date shall be deemed to be that Automatic Early Redemption Averaging Date (irrespective of whether the Ultimate Automatic Early Redemption Averaging Date is already an Automatic Early Redemption Averaging Date), and (2) the Calculation Agent shall determine the Price of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date in accordance with (subject to Condition 22(f) (*Particular Provisions*) below) the formula for and method of calculating the Price of the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on

that Ultimate Automatic Early Redemption Averaging Date of the Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the Commodity on that Ultimate Automatic Early Redemption Averaging Date, its good faith estimate of the value of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date).

“Ultimate Automatic Early Redemption Averaging Date” means, in respect of any Automatic Early Redemption Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Automatic Early Redemption Averaging Date or Disrupted Day, would have been the final Automatic Early Redemption Averaging Date relating to this Automatic Early Redemption Observation Period.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) Particular Provisions

- (i) If the Commodity Reference Price is (i) neither determined nor calculated and announced by the relevant Exchange or Commodity Reference Price Sponsor but is calculated and announced by a successor exchange or Commodity Reference Price Sponsor acceptable to the Calculation Agent (the **“Successor”**) or (ii) replaced by a successor commodity using, in the determination of the Calculation Agent, the same or substantially similar specifications or formula for, and method of, calculation as used in the determination or calculation of the Commodity Reference Price, then in each case that commodity (the **“Successor Commodity”**) will be deemed to be the Commodity and the Conditions shall be construed accordingly.
- (ii) If on or prior to the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, (a) the relevant Exchange or Commodity Reference Price Sponsor (x) announces that it will make a Material Change in Formula (other than a modification prescribed in that formula or method relating to the Commodity), a Material Change in Content (other than a modification in the event of prescribed changes in its content, composition or constitution and other routine events) (a **“Commodity Modification”**), or the Disappearance of the Commodity Reference Price and no Successor Commodity exists (a **“Commodity Cancellation”**) (or any such event occurs without any such announcement) or (y) fails to calculate and announce the Price of the Commodity (a **“Commodity Disruption”** (provided for the avoidance of doubt that any successor exchange or sponsor calculating or determining and announcing the Commodity is determined as unacceptable by the Calculation Agent shall be a Commodity Disruption)) and, together with a Commodity Modification and a Commodity Cancellation, each a **“Commodity Adjustment Event”**), or (b) a Tax Disruption occurs, then the Calculation Agent will be entitled, for the purpose of performing its obligations in respect of the outstanding Notes, either to:
 - (a) calculate the Commodity Reference Price in accordance with the formula for, and method of, calculating the Commodity Reference Price last in effect prior to the Commodity Adjustment Event or Tax Disruption; or (but not and)
 - (b) replace the Commodity by the Commodity as so modified or by the new commodity or commodities or commodity related agreement(s) (as the case may be), provided that in such case, (a) the Calculation Agent will make such adjustments to the new or modified commodity or commodities or commodity related agreement(s) as may be required in

order to preserve the economic equivalent of the obligation of the Issuer to make payment of any amount due and payable under the Notes relating to the Commodity as if such new or modified commodity or commodities or commodity related agreement(s) had not replaced the Commodity and, if need be, will multiply the new or modified commodity or commodities or commodity related agreement(s) by a linking coefficient to preserve such economic equivalent as determined by the Calculation Agent and (b) the Noteholders will be notified of the modified Commodity or the new commodity or commodities or commodity related agreement(s) (as the case may be) and, if need be, of the linking coefficient; or (but not and)

- (c) require the Issuer to terminate its obligations in relation to each Note by paying an amount per Note equal to the Early Redemption Amount. The Early Redemption Amount shall be payable by the Issuer on the fifth Business Day following notification by the Calculation Agent to the Issuer that the Calculation Agent has determined that the event referred to in this paragraph (b) has occurred.
- (iii) In the event that any Price announced by the Exchange or Commodity Reference Price Sponsor which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is announced by the relevant Exchange or Commodity Reference Price Sponsor within two Scheduled Trading Days after the original publication and in any case not later than the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it considers it to be necessary, the Calculation Agent may, in its sole and absolute discretion, adjust any relevant terms hereof accordingly.

For the avoidance of doubt, Noteholders shall not be entitled to make any claim against the Issuer or the Calculation Agent in the case where any Original Determination is not subsequently corrected and/or the correction of the Original Determination is announced by the Commodity Reference Price Sponsor after the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination.

- (iv) The Calculation Agent shall as soon as practicable provide detailed notice of any determinations and/or adjustments, as the case may be, made and notified to the Issuer by the Calculation Agent pursuant to the paragraphs (i), (ii) or (iii) of this Condition 22(f) (*Particular Provisions*), whereupon the Issuer shall promptly provide detailed notice to the Fiscal Agent and Paying and Transfer Agent and to the Noteholders in accordance with the Conditions of such determinations and/or adjustments made and notified by the Calculation Agent.

(g) **Range Accrual**

(A) *Definitions*

“**Range Accrual Rate**” means, in respect of any Monitoring Period, a rate determined by the Calculation Agent, expressed as a percentage, equal (unless otherwise specified in the applicable Final Terms) to the number of Triggering Days comprised in this Monitoring Period divided by the number of Monitoring Days comprised in this Monitoring Period.

“Monitoring Day” means, in respect of any Monitoring Period, any day comprised in such Monitoring Period that is (unless otherwise specified in the applicable Final Terms) a Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth below.

“Monitoring Period” means any period which commences on, but excludes, any Reference Date and ends on, and includes, the immediately following Reference Date provided that for the avoidance of doubt the first Monitoring Period will commence on, but exclude, the first Reference Date and the last Monitoring Period will end on, and include, the last Reference Date.

“Number of Monitoring Days” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period.

“Number of Triggering Days” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period which are Triggering Days.

“Reference Dates” means the dates specified as such in the applicable Final Terms or, if any of such dates is not a Monitoring Day, the next following Monitoring Day.

“Triggering Day” means any Monitoring Day where the Price of the Commodity as determined by the Calculation Agent as of the Trigger Valuation Time on such Monitoring Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Trigger Level.

“Trigger Level” means the Price of the Commodity specified as such or otherwise determined in the applicable Final Terms, subject to “*Particular Provisions*” set forth in Condition 22(f) (*Particular Provisions*) above.

“Trigger Valuation Time” means the time or period of time on any Monitoring Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Trigger Valuation Time, the Trigger Valuation Time shall be the Valuation Time.

(B) Provisions

If “**Range Accrual**” is specified as applicable in the Final Terms, then the provisions comprised in this Condition 22(g) shall apply to any Interest Amount and/or the Redemption Amount subject to the determination of the relevant Range Accrual Rate.

(C) Consequences of Disrupted Days

Unless otherwise specified in the applicable Final Terms, if any Monitoring Day is a Disrupted Day, then such Monitoring Day will be deemed not to be a Monitoring Day and shall be accordingly disregarded for the determination of the Number of Monitoring Days and the Number of Triggering Days.

23 Terms for Commodity Linked Notes (basket of commodities)

This Condition applies to Commodity Linked Notes (basket of commodities) if and as specified in the applicable Final Terms.

(a) General Definitions

(A) Common definitions

“APX” means the Amsterdam Power Exchange N.V., or its successor.

“Basket” means a basket composed of each Commodity specified in the applicable Final Terms in the relative proportions specified in the applicable Final Terms.

“**Barrier Price**” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Commodity, the Price of such Commodity specified as such or otherwise determined in the applicable Final Terms;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the level per Basket specified as such or otherwise determined in the applicable Final Terms or, if no such Price is specified or otherwise determined in the applicable Final Terms, no Barrier Price shall be applicable,

subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below.

“**Basket Performance** means”, in respect of any Valuation Date and/or any Observation Period, a rate determined by the Calculation Agent in accordance with the formula specified as such in the applicable Final Terms.

“**Bullion**” means Gold, Silver, Platinum or Palladium, or any other metal specified in the applicable Final Terms, as the case may be.

“**Bullion Reference Dealers**” means, with respect to any Bullion for which the relevant Commodity Reference Price is “Commodity Reference Dealers”, the four major dealers that are the members of the LBMA specified in the Final Terms, or if no such Bullion Reference Dealers are specified, selected by the Calculation Agent, in each case, acting through their principal London offices unless otherwise specified in the applicable Final Terms.

“**COMEX**” means the Commodity Exchange Inc., New York or its successor.

“**Commodity**” means (a) (i) the commodity, (ii) the options contract relating to a commodity, (iii) the futures contract relating to a commodity, (iv) the options contract relating to a futures contract relating to a commodity, (v) the swap agreement relating to any of (i) to (iv), or (vi) the other agreement, derivative or otherwise, relating to a commodity or (b) Bullion, if specified as the relevant commodity relating to any of (i) to (vi) above, in each case, specified in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below.

“**Commodity Business Day**” means (a) in respect of any Commodity (other than Bullion) for which the Commodity Reference Price is a Price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) an Exchange Business Day; (b) in respect of any Commodity (other than Bullion) for which the Commodity Reference Price is not a Price announced or published by an Exchange, a day in respect of which the relevant Commodity Reference Price Sponsor or Price Source published (or, but for the occurrence of a Market Disruption Event, would have published) a Price; and (c) in respect of any Commodity which is Bullion, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and New York and in such location as the Issuer or the Calculation Agent may determine to be the place where payment would be or is to be made for such Bullion under any related hedging arrangements.

“**Commodity Performance**” means, in respect of each Commodity in the Basket and any Valuation Date and/or any Observation Period, a rate determined by the Calculation Agent in accordance with the formula specified as such in the applicable Final Terms, if any.

“Commodity Reference Dealers” means that the Price for a date will be determined on the basis of quotations provided by Reference Dealers or Bullion Reference Dealers, as the case may be, on that date of that day’s Specified Price for the relevant Commodity, if applicable. If four quotations are provided as requested, the Price for that date will be the arithmetic mean of the Specified Prices for that Commodity provided by each Reference Dealer or Bullion Reference Dealer, as the case may be, without regard to the Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the Price for that date will be the Specified Price provided by the relevant Reference Dealer or Bullion Reference Dealer, as the case may be, that remains after disregarding the Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value and lowest value, then the Specified Price of one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Price for the date cannot be determined.

“Commodity Reference Price” means, with respect to each Commodity in the Basket, the Price of the Commodity specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below.

“Disappearance of the Commodity Reference Price” means, in relation to a Commodity Reference Price, (a) the permanent discontinuation of trading in the relevant Commodity on the relevant Exchange; (b) the disappearance of, or of trading in, the relevant Commodity; or (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of any related Price Source or the status of trading in the relevant Commodity.

“Early Redemption Amount” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Specified Currency specified in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer’s obligations under the Notes). In respect of Commodity Linked Notes, for the purposes of determining the Early Redemption Amount, no accrued unpaid interest (if any) shall be payable but shall be taken into account in calculating the fair market value of each Note.

“Exchange Rate” means, in respect of any Exchange Rate Determination Date, the cross currency rate specified as such in the applicable Final Terms which appears on the page designated in the applicable Final Terms on such Exchange Rate Determination Date. If such rate does not appear on the page designated in the applicable Final Terms, the Calculation Agent will determine the Exchange Rate (or a method for determining the Exchange Rate).

“Exchange Rate Business Day” means any day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the financial centre(s) specified as such in the applicable Final Terms.

“Exchange Rate Determination Date” means, in respect of any amount for the purposes of which an Exchange Rate has to be determined, the Exchange Rate Business Day that is the number of Exchange Rate Business Days specified as such in the applicable Final Terms preceding the date of determination of such amount by the Calculation Agent.

“Final Price” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, either:

- (1) in respect of any Commodity and any Valuation Date, the Price of such Commodity as determined by the Calculation Agent as of the Valuation Time on such Valuation Date;

OR

- (2) in respect of any Commodity and the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which such Commodity is valued (with halves being rounded up)) of the Relevant Prices of such Commodity on each of such Averaging Dates;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, either:

- (1) in respect of any Valuation Date, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Commodity as the product in respect of each Commodity of (i) the Relevant Price of such Commodity on such Valuation Date and (ii) the relevant Weighting;

OR

- (2) in respect of the Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent of the amounts for the Basket calculated on each of such Averaging Dates as the sum of the values of each Commodity as the product in respect of each Commodity of (i) the Relevant Price of such Commodity on each of such Averaging Dates and (ii) the relevant Weighting.

“**Gold**” means gold bars or unallocated gold complying with the rules of the LBMA, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“**Highest Commodity Performance**” means, in respect of any Valuation Date and/or any Observation Period, the numerically highest Commodity Performance as determined by the Calculation Agent among the Commodity Performances determined on such Valuation and/or such Observation Period.

“**Highest Performing Commodity**” means, in respect of any Valuation Date and/or any Observation Period, the Commodity with the Highest Commodity Performance on such Valuation Date and/or such Observation Period

“**ICE**” or “**Futures ICE**” means the IntercontinentalExchange®, or its successor.

“**Initial Price**” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Commodity, the Price of such Commodity specified as such or otherwise determined in the applicable Final Terms or, if no such Price is specified or otherwise determined in the applicable Final Terms, the Price of such Commodity as determined by the Calculation Agent as of the Valuation Time on the Strike Date;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the Price per Basket specified as such or otherwise determined in the applicable Final Terms or, if no such Price is specified or otherwise determined in the applicable Final Terms, an amount for the Basket determined by the Calculation Agent equal to the sum of the

values of each Commodity as the product in respect of each Commodity of (i) the Relevant Price of such Commodity on the Strike Date and (ii) the relevant Weighting, subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below.

“**KSCBT**” means the Kansas City Board of Trade, or its successor.

“**LBMA**” means the London Bullion Market Association or its successor.

“**LME**” means the London Metal Exchange Limited or its successor.

“**Lowest Commodity Performance**” means, in respect of any Valuation Date and/or any Observation Period, the numerically lowest Commodity Performance as determined by the Calculation Agent among the Commodity Performances determined on such Valuation and/or such Observation Period.

“**Lowest Performing Commodity**” means, in respect of any Valuation Date and/or any Observation Period, the Commodity with the Lowest Commodity Performance on such Valuation Date and/or such Observation Period.

“**LPPM**” means the London Platinum and Palladium Market or its successor.

“**Max**” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “,” inside those square brackets.

“**Min**” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “,” inside those square brackets.

“**Multi Exchange Basket**” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket, that the Commodities comprising such Basket are, or are deemed to be, traded on several exchanges and accordingly that the definitions comprised in this Condition 23 relating to the Multi Exchange Basket shall apply to such Basket and each such Commodity therein.

“**NORDPOOL**” means the Nord Pool ASA (The Nordic Power Exchange), or its successor.

“**NYMEX**” means the New York Mercantile Exchange, or its successor.

“**Observation Period**” means each period specified as such in the applicable Final Terms.

“**Ounce**” means, a troy ounce.

“**Palladium**” means palladium ingots or plate or unallocated palladium complying with the rules of the LPPM, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“**Platinum**” means platinum ingots or plate or unallocated platinum complying with the rules of the LPPM, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“**Price**” means the price, level or rate of the Commodity or Basket, as applicable.

“**Price Materiality Percentage**” means percentage specified in the applicable Final Terms, if any.

“**Price Source**” means, in respect of a Commodity, the publication (or such other origin of reference, including an Exchange or a Commodity Reference Price Sponsor) containing (or reporting) the Specified Price (or Prices from which the Specified Price is calculated) specified in the definition of the relevant Commodity Reference Price in the Final Terms.

“Price Source Disruption” means, in respect of a Commodity, (a) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price; (b) the temporary or permanent discontinuance or unavailability of the Price Source; (c) if the Commodity Reference Price is “Commodity Reference Dealers”, the failure to obtain at least three quotations as requested from the relevant Reference Dealers or Bullion Reference Dealers, if applicable; or (d) if a Price Materiality Percentage is specified in the relevant Final Terms, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price specified as “Commodity Reference Dealers” by such Price Materiality Percentage.

“Reference Dealers” means, in respect of a Commodity (other than Bullion) for which the Commodity Reference Price is “Commodity Reference Dealers”, the four dealers specified in the Final Terms or, if dealers are not so specified, four leading dealers in the relevant market selected by the Issuer.

“Related Exchange” means, in respect of a Commodity, the exchange or quotation system where futures or options contracts relating to this Commodity are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, or otherwise specified in the applicable Final Terms or any successor to such exchange or any substitute exchange or quotation system to which trading in the Commodity or futures and options contracts relating to the Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Commodity or futures and options contracts relating to the Commodity on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Relevant Price” means, in respect of any Commodity, the Price of such Commodity as determined by the Calculation Agent as of the Valuation Time.

“Silver” means silver bars or unallocated silver complying with the rules of the LBMA, unless otherwise specified in the applicable Final Terms, relating to good delivery and fineness from time to time in effect.

“SIMEX” means the Singapore International Monetary Exchange Inc., or its successor.

“Single Exchange Basket” means, in respect of any Basket specified in the applicable Final Terms to be a Single Exchange Basket, that each Commodity in such Basket is deemed to be traded on the same exchange and accordingly that the definitions comprised in this Condition 23 relating to the Single Exchange Basket shall apply to each such Commodity in such Basket.

“Specified Price” means, in respect of a Commodity Reference Price, any of the following Prices (which must be a Price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the relevant Final Terms (and, if applicable, as of the time so specified): (a) the high Price; (b) the low Price; (c) the average of the high Price and the low Price; (d) the closing Price; (e) the opening Price; (f) the bid Price; (g) the asked Price; (h) the average of the bid Price and the asked Price; (i) the settlement Price; (j) the official settlement Price; (k) the official Price; (l) the morning fixing; (m) the afternoon fixing; (n) the fixing; (o) the spot Price; or (p) any other Price specified in the relevant Final Terms.

“Tax Disruption” means, in respect of a Commodity, the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the relevant Commodity (other than a tax on, or

measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Commodity Reference Price on the day on which the Commodity Reference Price would otherwise be determined from what it would have been without that imposition, change or removal.

“**Weighting**” or “**W_i**” means, in respect of each Commodity comprised in the Basket, the percentage or the fraction in respect of such Commodity specified as such in the applicable Final Terms.

“>” means that the item or number preceding this sign will be higher than the item or number following this sign.

“<” means that the item or number preceding this sign will be lower than the item or number following this sign.

“≥” means that the item or number preceding this sign will be equal to or higher than the item or number following this sign.

“≤” means that the item or number preceding this sign will be equal to or lower than the item or number following this sign.

“|” or “ABS ()” means the absolute value of the item or number inside the brackets.

(B) *Definitions applicable to a Single Exchange Basket*

“**Exchange**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, the exchange or quotation system where the Commodity is mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise specified in the applicable Final Terms, or any successor to such exchange or quotation system which for the avoidance of doubt shall be the Exchange with respect to each Commodity in the Basket unless, with respect to any Commodity in the Basket, any substitute exchange or quotation system to which trading in such Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to that Commodity on such temporary substitute exchange or quotation system as on the original Exchange).

“**Exchange Business Day**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, any Scheduled Trading Day on which the relevant Exchange and, if any, the relevant Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, such Related Exchange closing prior to its Scheduled Closing Time.

“**Commodity Reference Price Sponsor**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Commodity Reference Price relating to each of the Commodities in the Basket and (ii) announces (directly or through an agent) each such Commodity Reference Price on a regular basis during each relevant Scheduled Trading Day, which is specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below, or if not so specified, the relevant Exchange.

“**Related Exchange**” means, in respect of any Commodity in the Basket specified in the applicable Final Terms to be a Single Exchange Basket, the exchange or quotation system

where futures or options contracts relating to this Commodity are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion or otherwise specified in the applicable Final Terms, or if any, any successor to such exchange which for the avoidance of doubt shall be the Related exchange for all Commodities in the Basket unless, with respect to any Commodity in the Basket, any substitute exchange or quotation system to which trading in each such Commodity or futures or options contracts relating to such Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Commodity or futures or options contracts relating to such Commodity on such temporary substitute exchange or quotation system as on the original Related Exchange).

“Scheduled Closing Time” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, and in respect of the relevant Exchange or, if any, the relevant Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the relevant Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“Scheduled Trading Day” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“Valuation Time” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

(C) *Definitions applicable to a Multi Exchange Basket*

“Exchange” means, in respect the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and each Commodity therein, the principal exchange or quotation system on which such Commodity is principally traded, as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise determined in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below and any successor to such exchange or quotation system, to which trading in such Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to that Commodity on such temporary substitute exchange or quotation system as on the original Exchange).

“Exchange Business Day” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and each Commodity therein, any Scheduled Trading Day on which: (i) the relevant Commodity Reference Price Sponsor publishes the Price of this Commodity or (ii) the relevant Exchange and, if any, the relevant Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, the relevant Related Exchange closing prior to its Scheduled Closing Time.

“Commodity Reference Price Sponsor” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and each Commodity therein, the corporation or other entity that (i) is responsible for setting and reviewing the rules and

procedures and the methods of calculation and adjustments, if any, related to the Commodity Reference Price relating to this Commodity and (ii) announces (directly or through an agent) the Commodity Reference Price relating to this Commodity on a regular basis during each Scheduled Trading Day, other than the Exchange (if any), which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below, or if not so specified, the relevant Exchange.

“**Related Exchange**” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and each Commodity therein, the exchange or quotation system where futures or options contracts relating to this Commodity are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise determined in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in this Commodity or futures and options contracts relating to this Commodity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to this Commodity on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and each Commodity therein, the scheduled weekday closing time of the relevant Exchange, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Commodity and each Commodity therein, any day on which: (i) the relevant Exchange or Commodity Reference Price Sponsor is scheduled to publish the Price of this Commodity; and (ii) the relevant Related Exchange is scheduled to be open for trading for its regular trading session.

“**Valuation Time**” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Commodity and each Commodity therein, (i) for the purposes of determining whether a Market Disruption Event has occurred in respect of such Commodity, the Scheduled Closing Time on the relevant Exchange in respect of such Component Commodity and (ii) in all other circumstances, the time at which the official closing Price of this Commodity is calculated and published by the relevant Commodity Reference Price Sponsor.

(b) Valuation

(A) Strike Date

“**Strike Date**” means, in respect of any Commodity, the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means, in respect of any Commodity, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) Valuation Date

“**Valuation Date**” means any Actual Exercise Date or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day or has such other meaning as is specified in the applicable Final Terms - all subject to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means, in respect of any Commodity, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

(C) *Averaging Date*

“**Averaging Date**” means, in respect of any Commodity, each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Valid Date, subject to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means, in respect of any Commodity, a relevant Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) **Consequences of Disrupted Day(s)**

(A) *Definitions*

(1) Definitions applicable to a Single Exchange Basket

“**Disrupted Day**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, any Scheduled Trading Day on which the relevant Exchange or, if any, the relevant Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, the closure on any Exchange Business Day of any relevant Exchange relating to that Commodity which contributes 20 per cent. or more to the Price of the Basket or, if any, the relevant Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, such Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or any such Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or, if any, such Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, any Commodity which contributes 20 per cent. or more to the Price of the Basket on any relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to such Commodity on the relevant Related Exchange, if any.

“**Market Disruption Event**” means, in respect of the Basket specified in the applicable Final Terms to be a Single Exchange Basket and any Commodity therein, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, (iii) a Price Source Disruption which in each case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the Price of this Commodity is required to determine if, respectively, the Knock-in Price or the Knock-out Price has been triggered or (b) in all other circumstances that ends at the relevant Valuation Time, or (iv) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a Commodity included in the Basket at any time, then the relevant contribution of that Commodity to the Price of the Basket shall be based on a

comparison of (x) the portion of Basket attributable to the contribution of that Commodity and (y) the overall Price of Basket, in each case immediately before the occurrence of such Market Disruption Event.

“Trading Disruption” means, in respect the Basket specified in the applicable Final Terms to be a Single Exchange Basket and any Commodity therein, any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in Price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) on any relevant Exchange relating to such Commodity which contributes 20 per cent. or more to the Price of the Basket, or (ii) in futures or options contracts relating to such Commodity on the relevant Related Exchange.

(2) Definitions applicable to a Multi Exchange Basket

“Disrupted Day” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and any Commodity therein, any Scheduled Trading Day on which: (i) the Commodity Reference Price Sponsor fails to publish the Price of this Commodity; (ii) the relevant Exchange or the relevant Related Exchange, if any, fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

“Early Closure” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and any Commodity therein, the closure on any Exchange Business Day of the relevant Exchange in respect of such Commodity or the relevant Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or, if any, such Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or, if any, such Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into such Exchange or, if any, such Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“Exchange Disruption” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and any Commodity therein, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for such Commodity on the relevant Exchange; or (ii) futures or options contracts relating to this Commodity on the relevant Related Exchange.

“Market Disruption Event” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and any Commodity therein, either:

(i) the occurrence or existence, in respect of any Commodity, of:

I a Trading Disruption in respect of such Commodity, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the Price of this Commodity is required in order to determine if, respectively the Knock-in Price or the Knock-out Price has been triggered or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Commodity is principally traded; AND/OR

- II an Exchange Disruption in respect of such Commodity, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the Price of this Commodity is required in order to determine if, respectively, the Knock-in Price or the Knock-out Price has been triggered or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Commodity is principally traded; AND/OR
 - III an Early Closure in respect of such Commodity; AND
 - IV the aggregate of all Commodities in respect of which a Trading Disruption and/or, an Exchange Disruption and/or an Early Closure occurs or exists contributes to 20 per cent. or more of the Price of the Basket; OR
- (ii) the occurrence or existence, in respect of futures or options contracts relating any Commodity in the Basket of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (A) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the Price of any Commodity is required in order to determine if, respectively, the Knock-in Price or the Knock-out Price has been triggered or (B) in all other circumstances that ends at the relevant Valuation Time in respect of the Related Exchange; or (C) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Commodity at any time, if a Market Disruption Event occurs in respect of such Commodity at that time, then the relevant percentage contribution of that Commodity to the Price of the Basket shall be based on a comparison of (x) the portion of Basket attributable to the contribution of that Commodity to (y) the overall Price of the Basket.

“Trading Disruption” means, in respect of the Basket specified in the applicable Final Terms to be a Multi Exchange Basket and any Commodity therein, any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the relevant Related Exchange or otherwise and whether by reason of movements in Price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise: (i) relating to such Commodity on the Exchange; or (ii) in futures or options contracts relating to this Commodity on the Related Exchange.

(B) *Provisions*

(1) **Strike Date**

If, in respect of any Commodity, the Strike Date is a Disrupted Day, then the Strike Date for this Commodity shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, for this Commodity, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Relevant Price of such Commodity on the Strike Date shall be determined by the Calculation Agent as of the Valuation Time on the Ultimate Strike Date in accordance with (subject to “Particular Provisions” set in Condition 23(f) (*Particular Provisions*))

below) the formula for and method of calculating the Commodity last in effect prior to the occurrence of the first Disrupted Day using the relevant Exchange traded or quoted Price as of the Valuation Time on the Ultimate Strike Date (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Strike Date, its good faith estimate of the value for the relevant Commodity as of the Valuation Time on the Ultimate Strike Date).

“Ultimate Strike Date” means, in respect of any Commodity, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If, in respect of any Commodity, any Valuation Date is a Disrupted Day, then this Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Valuation Date shall be deemed to be that Valuation Date for this Commodity, notwithstanding the fact that such day is a Disrupted Day, and (ii) Relevant Price of such Commodity on such Valuation Date shall be determined by the Calculation Agent as of the Valuation Time on that Ultimate Valuation Date in accordance with (subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*)) the formula for and method of calculating this Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on such Ultimate Valuation Date (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant Commodity on such Ultimate Valuation Date, its good faith estimate of the value for the relevant Commodity as of the Valuation Time on such Ultimate Valuation Date).

“Ultimate Valuation Date” means, in respect of any Commodity and Scheduled Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Scheduled Valuation Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) Averaging Date

If, in respect of any Commodity, any Averaging Date is a Disrupted Day, then this Averaging Date for this Commodity shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (i) the Ultimate Averaging Date shall be deemed to be that Averaging Date for this Commodity (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (ii) the Relevant Price of such Commodity on such Averaging Date shall be determined by the Calculation Agent as of the Valuation Time in accordance with (subject to “Particular Provisions” set forth in Condition 23(f) (*Particular Provisions*) below) the formula for and method of calculating the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on the Ultimate Averaging Date (or, if an event giving rise to a Disrupted Day has occurred in respect of the

relevant Commodity on the Ultimate Averaging Date, its good faith estimate of the value for the relevant Commodity as of the Valuation Time on the Ultimate Averaging Date).

“Ultimate Averaging Date” means, in respect of any Commodity, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) Knock-in Event and Knock-out Event

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the Price of the Basket triggers the Knock-in Price or the Knock-out Price, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) ***Knock-in Event and Knock-out Event***

Common definitions

(A) ***Knock-in Event***

“Knock-in Event” means (unless otherwise specified in the applicable Final Terms) that the amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Commodity as the product in respect of each Commodity of (i) the Price of such Commodity as of the Knock-in Valuation Time on any Knock-in Determination Day and (ii) the relevant Weighting is, as specified in the applicable Final Terms, (a) “greater than”, (b) “greater than or equal to”, (c) “less than” or (d) “less than or equal to” the Knock-in Price.

If **“Knock-in Event”** is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“Knock-in Price” means the Price per Basket specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 23(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-in Determination Day” means, in respect of any Commodity, each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-in Determination Period” means, in respect of any Commodity, the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“Knock-in Period Beginning Date” means, in respect of any Commodity, the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Period Ending Date” means, in respect of any Commodity, the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-in Valuation Time” means, in respect of any Commodity, the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“Knock-out Event” means (unless otherwise specified in the applicable Final Terms) that the amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Commodity as the product in respect of each Commodity of (i) the Price of such Commodity as of the Knock-out Valuation Time on any Knock-out Determination Day and (ii) the relevant Weighting is, as specified in the applicable Final Terms, (a) “greater than”, (b) “greater than or equal to”, (c) “less than” or (d) “less than or equal to” the Knock-out Price.

If **Knock-out Event** is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“Knock-out Price” means the Price per Basket specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 23(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Day” means, in respect of any Commodity, each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 23(c) (*Consequences of Disrupted Day(s)*) above.

“Knock-out Determination Period” means, in respect of any Commodity, the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“Knock-out Period Beginning Date” means, in respect of any Commodity, the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Period Ending Date” means, in respect of any Commodity, the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“Knock-out Valuation Time” means, in respect of any Commodity, the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

(e) Automatic Early Redemption

Common definitions and provisions for Single Exchange Basket and Multi Exchange Basket

(A) Definitions

“Automatic Early Redemption Averaging Date” means, in respect of any Automatic Early Redemption Observation Period, each date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Automatic Early Redemption Valid Date subject to “Consequences of Disrupted Day(s)” set forth below.

“Automatic Early Redemption Date” means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“Automatic Early Redemption Event” means (unless otherwise specified in the applicable Final Terms) that the Basket Level is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Level.

“Automatic Early Redemption Level” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Commodity, the Price of such Commodity specified as such or otherwise determined in the applicable Final Terms,

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, the Price of the Basket specified as such or otherwise determined in the applicable Final Terms,

subject to Condition 23(f) (*Particular Provisions*) below.

“Automatic Early Redemption Observation Period” means each period specified as such in the applicable Final Terms.

“Automatic Early Redemption Rate” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“Automatic Early Redemption Valid Date” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“Automatic Early Redemption Valuation Date” means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“Basket Level” means either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms:
 - (a) in respect of any Commodity and any Automatic Early Redemption Valuation Date, the Price of such Commodity as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Valuation Date;

OR

(b) in respect of any Commodity and the Automatic Early Redemption Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which such Commodity is valued (with halves being rounded up)) of the Relevant Price of such Commodity on each of such Automatic Early Redemption Averaging Dates;

AND

(ii) If Separate Valuation is specified as not applicable in the applicable Final Terms:

(a) in respect of any Automatic Early Redemption Valuation Date, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Commodity as the product of (i) the Relevant Price of such Commodity on such Automatic Early Redemption Valuation Date and (ii) the relevant Weighting

OR

(b) in respect of the Automatic Early Redemption Averaging Dates relating to an Observation Period, the arithmetic average as determined by the Calculation Agent of the amounts for the Basket calculated on each of such Automatic Early Redemption Averaging Dates as the sum of the values of each Commodity as the product in respect of each Commodity of (i) the Relevant Price of such Commodity on each of such Automatic Early Redemption Averaging Dates and (ii) the relevant Weighting

“Scheduled Automatic Early Redemption Valuation Date” means, in respect of any Commodity, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

(B) Consequences of the occurrence of an Automatic Early Redemption Event

If **“Automatic Early Redemption Event”** is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount in the Specified Currency specified in the applicable Final Terms equal to the relevant Automatic Early Redemption Amount.

“Automatic Early Redemption Amount” Means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) Consequences of Disrupted Days

(1) Automatic Early Redemption Valuation Date

If, in respect of any Commodity, any Automatic Early Redemption Valuation Date is a Disrupted Day, then this Automatic Early Redemption Valuation Date for this Commodity shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the relevant Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the relevant Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date for this Commodity, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Relevant Price of such Commodity on such Automatic Early Redemption Valuation Date shall be determined by the Calculation Agent as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date in accordance with (subject to Condition 23(f) (*Particular Provisions*) below) the formula for and method of calculating the Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date of this Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that Ultimate Automatic Early Redemption Valuation Date, its good faith estimate of the value of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Valuation Date).

“Ultimate Automatic Early Redemption Valuation Date” means, in respect of any Commodity and in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“Specific Number” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Automatic Early Redemption Averaging Date

If, in respect of any Commodity, any Automatic Early Redemption Averaging Date is a Disrupted Day, then this Automatic Early Redemption Averaging Date for this Commodity shall be the first succeeding Automatic Early Redemption Valid Date. If the first succeeding Automatic Early Redemption Valid Date has not occurred as of the Valuation Time on the Ultimate Automatic Early Redemption Averaging Date, then (1) the Ultimate Automatic Early Redemption Averaging Date for this Commodity shall be deemed to be that Automatic Early Redemption Averaging Date (irrespective of whether the Ultimate Automatic Early Redemption Averaging Date is already an Automatic Early Redemption Averaging Date), and (2) the Calculation Agent shall determine the Price of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date in accordance with (subject to Condition 23(f) (*Particular Provisions*) below) the formula for and method of calculating that Commodity last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted Price as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date of that Commodity (or, if an event giving rise to a Disrupted Day has occurred in respect of the Commodity on that Ultimate Automatic Early Redemption Averaging Date, its good faith estimate of the value of the Commodity as of the Valuation Time on that Ultimate Automatic Early Redemption Averaging Date).

“Ultimate Automatic Early Redemption Averaging Date” means, in respect of any Commodity and any Automatic Early Redemption Observation Period, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of another Automatic Early Redemption Averaging Date or Disrupted Day, would have been the final Automatic Early Redemption Averaging Date relating to this Automatic Early Redemption Observation Period.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) **Particular Provisions**

- (i) If any Commodity is (a) neither determined nor calculated and announced by the relevant Exchange or Commodity Sponsor but is calculated and announced by a successor exchange or sponsor acceptable to the Calculation Agent (the “**Successor**”) or (b) replaced by a successor commodity using, in the determination of the Calculation Agent, the same or a substantially similar formula for, and method of, calculation as used in the determination or calculation of the Commodity Reference Price relating to such Commodity, then in each case that commodity (the “**Successor Commodity**”) will be deemed to be such Commodity and the Conditions shall be construed accordingly.
- (ii) If, in respect of any Commodity, on or prior to the latest of the last Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the relevant Exchange or Commodity Reference Price Sponsor (a) announces that it will make Material Change in Formula (other than a modification prescribed in that formula or method relating to the Commodity), a Material Change in Content (other than a modification in the event of prescribed changes in its content, composition or constitution and other routine events) (a “**Commodity Modification**”) or the Disappearance of the Commodity Reference Price and no Successor Commodity exists (a “**Commodity Cancellation**”) (or any such event occurs without any such announcement) or (b) fails to calculate and announce the Price of this Commodity (a “**Commodity Disruption**” (provided for the avoidance of doubt that a successor sponsor calculating and announcing this Commodity determined as unacceptable by the Calculation Agent shall be an Commodity Disruption)) and together with an Commodity Modification and an Commodity Cancellation, each a “**Commodity Adjustment Event**”), or (b) a Tax Disruption occurs, then the Calculation Agent will be entitled, for the purpose of performing its obligations in respect of the outstanding Notes, either to:
 - (a) calculate the relevant Commodity Reference Price in accordance with the formula for, and method of, calculating this Commodity last in effect prior to the prior to the Commodity Adjustment Event or Tax Disruption; or (but not and)
 - (b) replace this Commodity by this Commodity as so modified or by the new commodity or commodities or commodity related agreement(s) (as the case may be), provided that in such case, (1) the Calculation Agent will make such adjustments to the new or modified commodity or commodities or commodity related agreement(s) as may be required in order to preserve the economic equivalent of the obligation of the Issuer to make payment of any amount due and payable under the Notes relating to this Commodity as if such new or modified commodity or commodities or commodity related agreement(s) had not replaced this Commodity and, if need be, will multiply the new or modified commodity or commodities or commodity related agreement(s) by a linking coefficient to preserve such economic equivalent as determined by the Calculation Agent and (2) the Noteholders will be notified of the modified Commodity or the new commodity or commodities or commodity related agreement(s) (as the case may be) and, if need be, of the linking coefficient; or (but not and)
 - (c) require the Issuer to terminate its obligations in relation to each Note by paying an amount per Note equal to the Early Redemption Amount. The Early Redemption Amount shall be payable by the Issuer on the fifth Business Day following notification by the Calculation Agent to the Issuer that the Calculation Agent has determined that the event referred to in this paragraph (b) has occurred.

- (iii) In the event that, in respect of any Commodity, any Price announced by the relevant Commodity Reference Price Sponsor which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is announced by this Commodity Reference Price Sponsor within two Scheduled Trading Days after the original publication and in any case not later than the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it considers it to be necessary, the Calculation Agent may, in its sole and absolute discretion, adjust any relevant terms hereof accordingly.

For the avoidance of doubt, Noteholders shall not be entitled to make any claim against the Issuer or the Calculation Agent in the case where any Original Determination is not subsequently corrected and/or the correction of the Original Determination is announced by this Commodity Reference Price Sponsor after the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination.

The Calculation Agent shall as soon as practicable provide detailed notice of any determinations and/or adjustments, as the case may be, made and notified to the Issuer by the Calculation Agent pursuant to the paragraphs (i), (ii) or (iii) or of this Condition 23(f) (*Particular Provisions*), whereupon the Issuer shall promptly provide detailed notice to the Fiscal Agent and Paying and Transfer Agent and to the Noteholders in accordance with the Conditions of such determinations and/or adjustments made and notified by the Calculation Agent.

(g) Range Accrual

(A) Definitions

“**Range Accrual Rate**” means, in respect of any Monitoring Period, a rate determined by the Calculation Agent, expressed as a percentage, equal (unless otherwise specified in the applicable Final Terms) to the number of Triggering Days comprised in this Monitoring Period divided by the number of Monitoring Days comprised in this Monitoring Period.

“**Monitoring Day**” means, in respect of any Monitoring Period, any day comprised in such Monitoring Period that is (unless otherwise specified in the applicable Final Terms) a Scheduled Trading Day for each Commodity comprising the Basket, subject to “Consequences of Disrupted Day(s)” set forth below.

“**Monitoring Period**” means any period which commences on, but excludes, any Reference Date and ends on, and includes, the immediately following Reference Date provided that for the avoidance of doubt the first Monitoring Period will commence on, but exclude, the first Reference Date and the last Monitoring Period will end on, and include, the last Reference Date.

“**Number of Monitoring Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period.

“**Number of Triggering Days**” means, in respect of any Monitoring Period, the number of Monitoring Days comprised in such Monitoring Period which are Triggering Days.

“**Reference Dates**” means the dates specified as such in the applicable Final Terms or (unless otherwise specified in the applicable Final Terms), if any of such dates is not a Monitoring Day, the next following Monitoring Day.

“**Triggering Commodity**” means, if Separate Valuation is specified as applicable in the applicable Final Terms and in respect of any Monitoring Day, the Commodity specified as such in the applicable Final Terms.

“**Triggering Day**” means any Monitoring Day where either:

- (i) If Separate Valuation is specified as applicable in the applicable Final Terms, the Price of the Triggering Commodity as determined by the Calculation Agent as of the Trigger Valuation Time on such Monitoring Day;

OR

- (ii) If Separate Valuation is specified as not applicable in the applicable Final Terms, an amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Commodity as the product in respect of each Commodity of (i) the Price of such Commodity as determined by the Calculation Agent as of the Trigger Valuation Time on such Monitoring Day and (ii) the relevant Weighting,

is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the relevant Trigger Level.

“**Trigger Level**” means either:

If Separate Valuation is specified as applicable in the applicable Final Terms, in respect of any Commodity, the Price of such Commodity specified as such or otherwise determined in the applicable Final Terms;

OR

If Separate Valuation is specified as not applicable in the applicable Final Terms, the Price of the Basket specified as such or otherwise determined in the applicable Final Terms,

subject to “Particular Provisions” set forth in Condition 21(f) above.

“**Trigger Valuation Time**” means, in respect of any Commodity, the time or period of time on any Monitoring Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Trigger Valuation Time, the Trigger Valuation Time shall be the Valuation Time.

(B) Provisions

If “**Range Accrual**” is specified as applicable in the Final Terms, then the provisions comprised in this Condition 23(g) shall apply to any Interest Amount and/or the Redemption Amount subject to the determination of the relevant Range Accrual Rate.

(C) Consequences of Disrupted Days

Unless otherwise specified in the applicable Final Terms, if any Monitoring Day is a Disrupted Day, then such Monitoring Day will be deemed not to be a Monitoring Day and shall be accordingly disregarded for the determination of the Number of Monitoring Days and the Number of Triggering Days.

SUMMARY OF PROVISIONS RELATING TO THE ENGLISH LAW NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form or if Global Certificates are held under the NSS they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes or Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the “**Common Depositary**”) or registration of Registered Notes which are not intended to be held under the NSS in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. In the case of Notes held through Euroclear France, the *intermédiaires financiers habilités* (French banks or brokers authorised to maintain securities accounts on behalf of their clients) (each an “**Approved Intermediary**”) who are entitled to such Notes according to the records of Euroclear France will likewise credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Each Tranche of Notes in bearer form having an original maturity of more than one year or, if the Notes are issued through the New York Branch, (i) having a maturity in excess of 183 days from their date of issue or (ii) having maturity of less than 183 days with a face amount of less than U.S.\$500,000 or its equivalent, will initially be represented by a temporary Global Note and each Tranche of Notes having an original maturity of one year or less will be represented by a permanent Global Note, in each case in bearer form without Coupons, Receipts or a Talon attached. No interest will be payable in respect of a temporary Global Note, except as provided below. Upon deposit of the temporary Global Note(s) with the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. Notes issued in registered form only will be issued in definitive form.

Upon the initial deposit of a Global Certificate in respect of and registration of Registered Notes in the name of a nominee for DTC and delivery of the relevant Global Certificate to the custodian for DTC (the “**Custodian**”), DTC will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

If the relevant Final Terms indicate that the Global Note is a NGN or if a Global Certificate is held under the NSS, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of both Euroclear or Clearstream, Luxembourg. The records of such clearing systems shall be conclusive evidence of the nominal amount of Notes represented by the Global Note or Global Certificate and, for these purposes, a statement issued by such clearing system stating the nominal amount of the Notes represented by the Global Note or Global Certificate at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may (if indicated in the relevant Final Terms) also be credited to the accounts of subscribers with Approved Intermediaries or (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by Euroclear France or other clearing systems. Conversely, Notes that are initially

deposited with Euroclear France or any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems (or Approved Intermediaries), in all cases subject to the rules of such clearing systems from time to time.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg, DTC or such Approved Intermediary as the holder of a Note represented by a Global Note deposited with the Common Depositary must look solely to Euroclear or Clearstream, Luxembourg, DTC or such Approved Intermediary (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, DTC or Euroclear France (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

Exchange

Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicate that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (see “Summary of the Programme — Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement or promptly after the Issue Date in the case of Registered Notes, for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes in bearer form.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Notes or, in the case of the paragraph (i) below, Registered Notes:

- (i) in the case of bearer notes issued by the New York Branch with a maturity at issue of more than 183 days, or if the relevant Final Terms provide that such Global Note is exchangeable for Definitive Notes and in either case, at the request of the holder, by such holder giving notice to the Fiscal Agent of its election for such exchange;
- (ii) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or part of such Global Note for Registered Notes; and
- (iii) otherwise, (1) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or Euroclear France or any other clearing system (an “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or

in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

- (iv) In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Denomination(s) only. A Noteholder who holds a nominal amount of less than the minimum Denomination will not receive a definitive Note in respect of such holding and would need to purchase a nominal amount of Notes such that it holds an amount equal to one or more Denominations

Unrestricted Global Certificates

If the Final Terms states that the Notes are to be represented by a permanent Global Certificate on issue, transfers of the holding of Notes represented by any Global Certificate may only be made in part:

- (i) if the Notes represented by the Global Certificates are held on behalf of Euroclear, Clearstream, Luxembourg or Euroclear France or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if the principal in respect of any Notes is not paid when due; or
- (iii) with the consent of the Issuer,
- (iv) provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the Noteholder has given the Registrar not less than 30 days' notice at its specified office of the Noteholder's intention to effect such transfer.

Restricted Global Certificates

Each Restricted Global Certificate will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "Partial Exchange of Permanent Global Notes and Global Certificates", in part, for individual Certificates:

- (i) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System (except for DTC) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if the Notes represented by the Global Certificate are held on behalf of a Custodian for DTC and if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to the relevant Restricted Global Certificate or DTC ceases to be a "clearing agency" registered under the US Securities Exchange Act of 1934 (the "**Exchange Act**") or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or
- (iii) if the principal in respect of any Notes is not paid when due; or
- (iv) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the Noteholder has given the Registrar not less than 30 days' notice at its specified office of the Noteholder's intention to effect such transfer. Individual Certificates issued in exchange for a beneficial interest in the Restricted Global Certificate shall bear the legend applicable to such Notes as set out under "Transfer Restrictions".

Partial Exchange of Permanent Global Notes and Global Certificates

For so long as a permanent Global Note or Global Certificate is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note or Global Certificate will be exchangeable in part on one or more occasions (1) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (2) for Definitive

Notes (i) upon the giving of a default notice or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly Paid Notes.

Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange the holder of a Global Note, may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or Certificates in bearer or registered form, as the case may be or (iii) if the Global Note is a NGN, procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon), Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

Exchange Date

“Exchange Date” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date, or earlier date as required under the D Rules, and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five Business days, or in the case of exchange following the giving of a default notice 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Each Restricted Global Certificate and each individual Certificate issued in exchange for a beneficial interest in a Restricted Global Certificate will bear a legend applicable to purchasers who purchase the Registered Notes pursuant to Rule 144A as described under “Transfer Restrictions”.

Amendment to Conditions

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

Payments

No payments falling due more than 40 days after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement (or such other form as the Issuer may approve). All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be

endorsed in the appropriate schedule to each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 8(b)(iv) will apply to Definitive Notes only. If the Global Note is a NGN or if a Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or Global Certificate will be reduced accordingly. Payments under the NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure by the relevant clearing systems to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note or Global Certificate, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 7(i) (*Non-Business Days*).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where "Clearing System Business Day" means Monday to Friday inclusive except 25 December and 1 January.

Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to Noteholders of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note and, so long as the Notes are listed on the regulated market of the Luxembourg Stock Exchange and the rules of that regulated market so require, notices shall also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Prescription

Claims against the Issuer in respect of Notes which are represented by a permanent Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 5).

Meetings

The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.

Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in, and containing the information required by, the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), or the relevant Alternative Clearing System (as the case may be).

Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation.

NGN nominal amount

Where the Global Note is a NGN or when the Global Certificate is held under the NSS, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 10 (*Events of Default*) by stating in the notice to the Fiscal Agent the nominal amount of such Global Note which is becoming due and repayable. Following the giving of a notice of an event of default by or through a common depositary for Euroclear and Clearstream, Luxembourg, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect that the Global Note becomes void as to a specified portion, or one or more Registered Notes, as the case may be, becomes void and that the persons entitled to such portion of such Global Note or such Registered Notes as the case may be, as accountholders with a clearing system, or in the case of Euroclear France, Approved Intermediaries, acquire direct enforcement rights against the Issuer under the terms of an amended and restated deed of covenant (the “**Deed of Covenant**”) executed by the Issuer on 17 December 2010. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

Redenomination and Consolidation

A Global Note may be amended or replaced by the Issuer (in such manner as it considers necessary) for the purposes of taking account of the redenomination and/or consolidation of the Notes pursuant to Conditions 1(b) and 13, provided that such amendment or replacement could not reasonably be expected to be prejudicial to the interests of the Noteholders. Any consolidation may, in such circumstances, require a change in the relevant common depositary or central depositary or custodian or nominee, as the case may be.

Partly Paid Notes

The provisions relating to Partly Paid Notes will be contained in the Global Notes. For so long as any instalments of the subscription moneys due from the holder of Partly Paid Notes are due, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). In the event that any Noteholder fails to pay any instalment due on any Partly Paid Notes within the time specified, the Issuer will be entitled to forfeit such Notes and shall have no further obligation to their holder in respect of them.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF FRENCH LAW MATERIALISED NOTES

Temporary Global Certificate

A Temporary Global Certificate without interest coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depository for Euroclear and Clearstream, Luxembourg (the “**Common Depository**”), Euroclear or Clearstream, Luxembourg will credit the accounts of each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depository may also credit with a nominal amount of Notes the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, a nominal amount of Notes that is initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Exchange

Each Temporary Global Certificate issued in respect of Materialised Notes will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “Summary of the Programme-Selling Restrictions”), in whole, but not in part, for the definitive Materialised Notes and
- (ii) otherwise, in whole or in part, upon certification as to non-U.S. beneficial ownership (the form of which shall be available at the specified offices of each of the Paying Agents) for definitive Materialised Notes.

Delivery of definitive Materialised Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated definitive Materialised Notes. In this Base Prospectus, definitive Materialised Notes means, in relation to any Temporary Global Certificate, the definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal and requirements of the Regulated Market. Forms of such definitive Materialised Notes shall be available at the specified offices of each of the Paying Agents.

Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate in respect of any Materialised Notes, the day falling after the expiry of 40 days after its issue date, provided that in the event any further Materialised Notes which are to be assimilated with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 14(a), the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of 40 days after the issue date of such further Materialised Notes.

USE OF PROCEEDS

The net proceeds of issues of Notes will be used by the Issuer for general banking purposes, or for general working capital. In relation to Subordinated Notes, the use of proceeds will be set out in the relevant Final Terms.

CLEARING AND SETTLEMENT IN RESPECT OF ENGLISH LAW NOTES

Book-Entry Ownership

Bearer Notes

The Issuer may make applications to Euroclear France, Clearstream, Luxembourg and Euroclear for acceptance in their respective book-entry systems in respect of any Series of Notes in bearer form (“**Bearer Notes**”). In respect of Bearer Notes in CGN form, a temporary Global Note and/or a permanent Global Note in bearer form without coupons may be deposited with a common depositary for Clearstream, Luxembourg and Euroclear or with Euroclear France acting as central depositary, and in NGN form with a common safekeeper for Euroclear and Clearstream, Luxembourg. Transfers of interests in such temporary Global Notes or other Global Notes will be made in accordance with the normal Euromarket debt securities operating procedures of Clearstream, Luxembourg and Euroclear and, if appropriate, Euroclear France.

Registered Notes

The Issuer may make applications to Clearstream, Luxembourg and Euroclear for acceptance in their respective book-entry systems in respect of the Notes to be represented by an Unrestricted Global Certificate or a Restricted Global Certificate. Each Unrestricted Global Certificate or Restricted Global Certificate deposited with a nominee for Clearstream, Luxembourg and/or Euroclear will have an ISIN and a Common Code.

The Issuer and a relevant US agent appointed for such purpose that is an eligible DTC participant may make application to DTC for acceptance in its book-entry settlement system of the Registered Notes represented by a Restricted Global Certificate. Each Restricted Global Certificate will have a CUSIP number. Each Restricted Global Certificate will be subject to restrictions on transfer contained in a legend appearing on the front of such Certificate, as set out under “Transfer Restrictions”. In certain circumstances, as described below in “Transfers of Registered Notes”, transfers of interests in a Restricted Global Certificate may be made, as a result of which such legend may no longer be required.

In the case of a Tranche of Registered Notes to be cleared through the facilities of DTC, the Custodian, with whom the Registered Global Certificates are deposited, and DTC will electronically record the nominal amount of the Restricted Notes held within the DTC system. Investors in Notes of such Tranche may hold their interests in an Unrestricted Global Certificate only through Clearstream, Luxembourg or Euroclear. Investors may hold their interests in a Restricted Global Certificate directly through DTC if they are participants in the DTC system, or indirectly through organisations which are participants in such system.

Payments of the principal of, and interest on, each Restricted Global Certificate registered in the name of DTC’s nominee will be to or to the order of its nominee as the registered owner of such Restricted Global Certificate. The Issuer expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants’ accounts with payments in amounts proportionate to their respective beneficial interests in the nominal amount of the relevant Restricted Global Certificate as shown on the records of DTC or the nominee. The Issuer also expects that payments by DTC participants to owners of beneficial interests in such Restricted Global Certificate held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the name of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the Issuer, any Paying Agent or any Transfer Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Restricted Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

All Registered Notes will initially be in the form of an Unrestricted Global Certificate and/or a Restricted Global Certificate. Definitive Registered Notes in the form of Individual Certificates will only be available, in the case of Notes initially represented by an Unrestricted Global Certificate, in amounts specified in the

applicable Final Terms, and, in the case of Notes initially represented by a Restricted Global Certificate, in amounts of U.S.\$100,000 (or its equivalent in other currencies rounded upwards as agreed between the Issuer and the relevant Dealer(s)), or higher integral multiples of U.S.\$1,000 (or its equivalent in other currencies), in certain limited circumstances described in “Summary of Provisions Relating to Notes While in Global Form”.

Transfers of Registered Notes

Transfers of interests in Global Certificates within DTC, Clearstream, Luxembourg and Euroclear will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer interests in a Restricted Global Certificate to such persons may be limited. Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Restricted Global Certificate to pledge such interest to persons or entities that do not participate in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

In the case of Registered Notes to be cleared through Euroclear, Clearstream, Luxembourg and/or DTC, transfers may be made at any time by a holder of an interest in an Unrestricted Global Certificate to a transferee who wishes to take delivery of such interest through the Restricted Global Certificate for the same Series of notes provided that any such transfer made on or prior to the expiration of the Distribution Compliance Period (as defined in “Plan of Distribution”) relating to the Notes represented by such Unrestricted Global Certificate will only be made upon receipt by the Registrar or any Transfer Agent of a written certificate from Euroclear or Clearstream, Luxembourg, as the case may be, (based on a written certificate from the transferor of such interest) to the effect that such transfer is being made to a person whom the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities law of any state of the United States or any other jurisdiction. Any such transfer made thereafter of an interest in the Notes represented by such Unrestricted Global Certificate will only be made upon request, through Clearstream, Luxembourg or Euroclear, by the holder of an interest in the Unrestricted Global Certificate to the Fiscal Agent and receipt by the Fiscal Agent of details of that account at either Euroclear or Clearstream, Luxembourg or DTC to be credited with the relevant interest in the Restricted Global Certificate. Transfers at any time by a holder of any interest in the Restricted Global Certificate to a transferee who takes delivery of such interest through an Unrestricted Global Certificate will only be made upon delivery to the Registrar or any Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the accounts at Euroclear or Clearstream, Luxembourg, as the case may be, and/or DTC to be credited and debited, respectively, with an interest in the relevant Global Certificates.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described above and under “Transfer Restrictions”, cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Custodian, the Registrar and the Fiscal Agent.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Certificates will be effected through the Fiscal Agent,

the Custodian and the Registrar receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Registered Global Certificate resulting in such transfer and (ii) two business days after receipt by the Fiscal Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

For a further description of restrictions on transfer of Registered Notes, see “Transfer Restrictions”.

DTC will take any action permitted to be taken by a holder of Registered Notes (including, without limitation, the presentation of Restricted Global Certificates for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Restricted Global Certificates are credited and only in respect of such portion of the aggregate nominal amount of the relevant Restricted Global Certificates as to which such participant or participants has or have given such direction. However, in the circumstances described in “Summary of Provisions Relating to Notes While in Global Form”, DTC will surrender the relevant Restricted Global Certificates for exchange for individual Certificates (which will, in the case of Restricted Notes, bear the legend applicable to transfers pursuant to Rule 144A).

The Issuer has been advised that DTC is a limited purpose trust company organised under the laws of the State of New York, a “banking organisation” under the laws of the State of New York, a member of the US Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Although DTC, Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Registered Global Certificates among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Paying Agents or the Transfer Agents will have any responsibility for the performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While a Restricted Global Certificate is lodged with DTC or the Custodian, Restricted Notes represented by Individual Certificates will not be eligible for clearing or settlement through DTC, Clearstream, Luxembourg or Euroclear.

Pre-issue Trades Settlement

It is expected that delivery of Notes will be made against payment therefor on the relevant Issue Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 of the US Securities and Exchange Commission under the Exchange Act, trades in the United States secondary market generally are required to settle within three business days (T+3), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes in the United States on the date of pricing or the next succeeding business days until the relevant Issue Date will be required, by virtue of the fact that the Notes initially will settle beyond T+3, to specify an alternate settlement cycle at the time of any such trade to

prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Notes may be affected by such local settlement practices and purchasers of Notes who wish to trade Notes between the date of pricing and the relevant Issue Date should consult their own adviser.

SELECTED FINANCIAL AND OTHER INFORMATION

Year 2009

19,439 employees (full-time equivalent at 31 December 2009)

Operations in 68 countries

Results

	9 month Period ended 30 September 2010 (unaudited)	9 month Period ended 30 September 2009⁽²⁾ restated (unaudited)	12 month Period ended 31 December 2009⁽²⁾	12 month Period ended 31 December 2009	12 month Period ended 31 December 2008
Net revenues ⁽¹⁾	€ 4,636 m	€ 2,237 m	€ 4,156 m	€3,679	€2,516 m
Gross operating income ⁽¹⁾	€ 1,324 m	€ (1,016) m	€ (255) m	€(732)	€(1,891) m
Net income (Group Share)	€ 1,290 m	€ (2,232) m	€ (1,388) m	€(1,707)	€(2,799) m

Note:

- (1) Excluding restructuring charges and discontinued operations
- (2) Following the reclassification of the super subordinated securities as equity instruments, the interest expenses are no longer accounted for in the income statement as of 1 January 2010. 2009 periods have been restated accordingly.

Balance Sheet

	As at 30 September 2010 (unaudited)	As at 31 December 2009	As at 31 December 2008
Tier one capital	€ 12.4 bn	€ 12.7 bn	€13.4 bn
Capital adequacy ratio (CAD)	12.8%	11.6%	10.2%
Tier 1 ratio	11.2%	9.7%	8.2%
Total assets	€ 527 bn	€ 449 bn	€556 bn

RECENT DEVELOPMENTS

Investors are referred to pages 3 to 21 of the First Update to the 2009 Registration Document incorporated by reference herein.

Affiliation of NATIXIS with BPCE and financial solidarity mechanism within the Groupe BPCE

With effect as of July 31, 2009 (non-inclusive), NATIXIS is affiliated with BPCE, the central body of Groupe BPCE. This affiliation with BPCE replaces, with effect as of same date, the dual affiliation of NATIXIS with Caisse Nationale des Caisses d'Épargne et de Prévoyance (CNCE) and Banque Fédérale des Banques Populaires (BFBP), which was governed by a dual affiliation agreement terminated on the same date.

Scope:

Pursuant to Law no. 2009-715 of June 18, 2009 amending the French Monetary and Financial Code, BPCE is designated as the central body of the new cooperative banking Groupe BPCE, which comprises BPCE and its “**Affiliates**”, namely:

> **the members of the Banques Populaires and Caisses d'Épargne networks** (Articles L. 512-11 and L. 512-86 of the French Monetary and Financial Code), namely:

- the Banques Populaires;
- *sociétés de caution mutuelle* (mutual guarantee companies) granting statutorily the exclusivity of their guarantee to the Banques Populaires;
- the Caisses d'Épargne et de Prévoyance (Savings and Providence Banks);
- the sociétés locales d'épargne (local savings companies);
- the Fédération Nationale des Caisses d'Épargne et de Prévoyance (National Federation of Savings and Providence Banks).

> **other institutions affiliated with BPCE** (Article L. 512-106 paragraph 2 of the French Monetary and Financial Code), namely:

- the credit institutions that were affiliated with CNCE and BFBP as of July 31, 2009, including:
 - o credit institutions transferred to BPCE, particularly NATIXIS,
 - o credit institutions formerly held by CE Participations and BP Participations, transferred to BPCE following the merger of CE Participations and BP Participations into BPCE completed on August 5, 2010, principally Crédit Foncier de France, Banque Palatine and BPCE International et Outre-Mer,
 - o Mutual maritime credit institutions set out in Article L. 512-69 of the French Monetary and Financial Code,
- any French credit institution whose control is directly or indirectly held, solely or jointly, by BPCE or one or more members of the networks, affiliated by a decision taken pursuant to Article L. 512-106 paragraph 2².

(BPCE and the Affiliates are hereinafter referred to together as the “**Beneficiaries**”).

Financial Solidarity Mechanism:

As central body and pursuant to Article L. 511-31 of the French Monetary and Financial Code, BPCE is responsible for coordinating its networks and ensuring the correct functioning of its Affiliates. It takes all necessary measures to guarantee the liquidity and solvency of BPCE, each of the network members and of the other Affiliates. To this end, BPCE manages an internal solidarity mechanism, benefiting all of the affiliated beneficiaries (including NATIXIS). The purpose of the guarantee and solidarity system put in place, pursuant to Article L. 512-107 6° of the French Monetary and Financial Code, is to guarantee the liquidity and solidarity of the Groupe BPCE

² Article L. 512-106 paragraph 2: “There may also be affiliated with it, under the conditions provided for in Article L. 511-31, credit institutions whose control is directly or indirectly held, solely or jointly pursuant to Article L. 233-16 of the French Commercial Code, by the central body of the caisses d'épargne and banques populaires or by one or several institutions belonging to these networks”.

and institutions affiliated with the BPCE central body, as well as to organize the financial solidarity within the Caisses d'Epargne and Banques Populaires networks.

Under this guarantee and solidarity system, the BPCE central body manages:

- i) the fund of the Banques Populaires network (hereinafter the “**Federal Solidarity Fund**”);
- ii) the fund of the Caisses d'Epargne network (hereinafter the “**Guarantee and Solidarity Fund**”), and;
- iii) the Mutual Guarantee Fund (hereinafter the “**Mutual Guarantee Fund**”).

i) The Federal Solidarity Fund, formed originally by BP Participations, the funds of which have been entered into BPCE's books in the form of a charge account with a ten-year duration, is indefinitely renewable on the request of BPCE's management board, for a total of €450 million. BPCE has this fund at its disposal and manages it to guarantee the liquidity and solvency of the Banques Populaires network.

ii) The Guarantee and Solidarity Fund, formed originally by CE Participations, the funds of which have been entered into BPCE's books in the form of a charge account with a ten-year duration, is indefinitely renewable on the request of BPCE's management board, for a total of €450 million. BPCE has this fund at its disposal and manages it to guarantee the liquidity and solvency of the Caisses d'Epargne network.

iii) BPCE manages the Mutual Guarantee Fund, in addition to the Federal Solidarity Fund and the Guarantee and Solidarity Fund. The Mutual Guarantee Fund has available funds, initially fixed at a sum of €20 million, immediately able to be reconstituted on a call for funds from BPCE's management board, from deposits made by the Banques Populaires and Caisses d'Epargne into BPCE's books in the form of charge accounts with a ten-year duration, indefinitely renewable on the request of BPCE's management board. BPCE determines the contributions for the appropriation and reconstitution of the Mutual Guarantee Fund (Article L. 512.107 6° of the French Monetary and Financial Code).

Through the effect of the merger of CE Participations and BP Participations into BPCE on August 5, 2010, the Banques Populaires and Caisses d'Epargne networks have been entered into BPCE's accounts. Therefore, the guarantee funds within BPCE have a total sum of €920 million at their disposal, the amount of which will be increased by an annual top-up (unless it is used for purposes of providing support).

Allocation mechanism: In the event of default by NATIXIS, BPCE will first draw on its own capital in compliance with its duties as shareholder; if this does not suffice, it may call upon the Mutual Guarantee Fund. If the resources of BPCE and the Mutual Guarantee Fund are insufficient, a call will be made on the two networks' guarantee funds, the Federal Solidarity Fund and the Guarantee and Solidarity Fund for equal amounts. If the calls on these three funds are not sufficient, BPCE may request additional sums from the Banques Populaires and the Caisses d'Epargne networks.

The guarantee funds are available only for internal support for the Groupe BPCE and may not be activated by third parties, although the French banking regulator may request that the mechanism is activated if it deems this to be necessary.

Liquidation of Bernard L. Madoff Investment Securities LLC: By press release dated December 8, 2010, Irving H. Picard, the Trustee for the liquidation of Bernard L. Madoff Investment Securities LLC (“BMIS”) announced the filing of complaints under seal in the United States Bankruptcy Court for the Southern District of New York against seven banking institutions, including US \$ 400 million in claims against Natixis. In a press release dated December 9, 2010 Natixis declared that it had not received, at that stage, the complaint filed by the BMIS Trustee, it denied the allegations made and intended itself to take all steps to defend its position and preserve its rights.

Super Subordinated Securities Buy Back: By press release dated December 10, 2010 Natixis gave notice that it was buying back 1,350 million euro super subordinated securities held by BPCE (including 518 million euro of such securities announced with the release of the 2010 third quarter results on November 9, 2010). This early complementary reimbursement enables Natixis to avoid an increase in the reimbursement premium of 12.6 million euro that would have been due from December 11, 2010. The buyback of these securities will improve the profit

per share with a pre-tax interest reduction amounting to approximately 7 million euro in 2010 and approximately 123 million euros in 2011.

Appointment of new director: On 5 August 2010, Jean-Bernard Mateu was appointed to the Board of Directors in lieu of Mr Alain Lemaire (having resigned from this position). His business address is: 30 avenue Pierre Mendes France, 75013 Paris, France.

No reduction in debt securities in issue of Natixis S.A. and no reduction or increase in share capital: At 13 December 2010, there was no change in the share capital and no increase in Bonds, measured in accordance with French GAAP (as defined in note 16 - Debt Securities of the 2009 non consolidated financial statements of Natixis), of Natixis S.A. as compared with amounts shown in the non consolidated balance sheet of Natixis S.A. as of 31 December 2009.

NEW YORK AND UNITED STATES BANKING REGULATION AND SUPERVISION AND DESCRIPTION OF THE NEW YORK BRANCH

The Issuer is licensed by the Superintendent of Banks of the State of New York (the “**Superintendent**”) to conduct a banking business as a branch of a foreign bank from three separate locations in New York City, 1251 Avenue of the Americas, 1345 Avenue of the Americas and 9 West 57th Street (collectively, the “**New York Branch**”).

Regulation and Supervision of the New York Branch and the Issuer

New York State Regulation

The New York Branch is licensed by the Superintendent under the banking laws of the State of New York. The New York Branch is examined and supervised by the New York State Banking Department and is subject to banking laws and regulations applicable to a foreign bank that operates a New York Branch. Under New York law and currently applicable regulations, the New York Branch must deposit certain high-quality eligible assets with banks in the State of New York, which are pledged to the Superintendent as security for the benefit of depositors and other creditors of the New York Branch. In particular, under the New York Banking Law and related regulations, the New York Branch must maintain, with banks in the State of New York, eligible assets in an amount determined on the basis of a sliding scale so that the amount of assets required to be pledged as a percentage of the average third party liabilities for the previous month decreases from 1.0% to 0.25% as such monthly average third party liabilities increase from U.S. \$1 billion or less. The maximum pledge requirement is U.S. \$100 million, as long as the New York Branch continues to be “well rated” by the Superintendent. Should the New York Branch cease to be “well rated”, the Issuer may need to maintain substantial additional amounts of eligible assets with banks in the State of New York. Under the banking laws of the State of New York, the Superintendent is also empowered to require New York branches of foreign banks to maintain in New York specified assets equal to such percentage of the branches’ liabilities the Superintendent may designate. At present, there is no minimum requirement for such assets, although specific asset maintenance requirements may be imposed by the Superintendent upon individual branches on a case-by-case basis. The Superintendent has not imposed such a requirement upon the New York Branch.

The banking laws of the State of New York authorize the Superintendent to take possession of the business and property of the New York branch of a foreign bank under circumstances similar to those which would permit the Superintendent to take possession of the business and property of a New York State-chartered bank. These circumstances include, among other things, violations of law, unauthorized or unsafe business procedures (as referred to in the final paragraph of “Terms and Conditions of the Notes - 3(b) *Status of Subordinated Notes*”), capital impairments, the suspension of payment of obligations and the initiation of liquidation proceedings (as referred to in “Terms and Conditions of the Notes - 3(b) *Status of Subordinated Notes*”) against the foreign bank at its domicile or elsewhere or the existence of reason to doubt the ability or willingness of such bank to pay in full the claims of holders of accepted claims specified under New York law. In liquidating or dealing with a branch’s business after taking possession, the Superintendent will accept for payment out of the branch’s assets only the claims of creditors unaffiliated with the foreign bank that arose out of transactions with the branch (without prejudice to the rights of the holders of such claims to be satisfied out of the other assets of the foreign bank). After such claims are paid, the Superintendent would turn over the remaining assets, if any, to the foreign bank or to its duly appointed liquidator or receiver.

The New York Branch is generally subject to the same lending and investment limits as a percentage of capital that apply to a New York State-chartered bank, except that, in the case of the New York Branch, such limits are based on the world-wide capital of the Issuer.

U.S. Federal Regulation

In addition to being subject to New York State laws and regulations, the New York Branch is also subject to U.S. federal laws and regulations, primarily under the International Banking Act of 1978, as amended (the “**IBA**”) and the Federal Deposit Insurance Corporation Improvement Act of 1991 (“**FDICIA**”), and to examination by the Board of Governors of the Federal Reserve System (the “**Federal Reserve Board**”). Under the IBA and FDICIA, all branches and agencies of foreign banks in the United States are subject to reporting and examination requirements similar to those imposed on domestic banks that are owned or controlled by United States bank holding companies. By reason of the conduct of banking activities in the U.S. through its New York Branch, the Issuer’s operations are subject to examination by the Federal Reserve Board in its capacity as the Issuer’s U.S. umbrella supervisor. Under Federal Reserve Board regulations, the New York Branch is subject to reserve requirements on deposits held by U.S. depository institutions and to restrictions on the payment of interest on demand deposits. The New York Branch does not accept retail deposits, and its deposits are not insured by the Federal Deposit Insurance Corporation (the “**FDIC**”). FDICIA provides that state-licensed branches, such as the New York Branch, are not permitted to engage as principal in any type of activity that is not permissible for federally-licensed branches, which in turn are generally limited to those activities permissible for national banks, unless the Federal Reserve Board has determined that such activity is consistent with sound banking practice. In addition, state-licensed branches are subject to the same limitations with respect to loans made to, and investments made in, a single borrower or issuer as are applicable to federally-licensed branches, except that for the New York Branch, such limits are based on the worldwide capital of the Issuer.

The Foreign Bank Supervision Enhancement Act of 1991 (the “**FBSEA**”) increased the degree of federal bank regulation of, and supervision over, U.S. branches of foreign banks such as the New York Branch. FBSEA authorizes the Federal Reserve Board to terminate the activities of a United States branch of a foreign bank if it determines that the foreign bank is not subject to comprehensive supervision on a consolidated basis in its home country, or that there is reasonable cause to believe that such foreign bank, or an affiliate, has violated the law or engaged in an unsafe or unsound banking practice in the United States, and as a result, continued operation of the branch would be inconsistent with the public interest and purposes of the banking laws. If the New York Branch were to be closed by the Federal Reserve Board pursuant to the authority granted by FBSEA, or the Issuer were voluntarily to discontinue the operations of the New York Branch, holders of the Notes who wish to enforce the obligations of the New York Branch would have recourse only against the Issuer for such enforcement, except to the extent of any arrangements made for the payment of the liabilities of the New York Branch by the Superintendent or other regulatory authorities.

Federal and state banking laws, including the IBA and the Bank Holding Company Act of 1956, as amended (the “**BHCA**”), restrict the Group’s ability to engage, directly or indirectly through subsidiaries, in non-banking activities in the United States.

The Issuer is a bank holding company within the meaning of the BHCA. Under the BHCA and related Federal Reserve Board regulations, the Issuer has elected to be treated as a financial holding company effective October 2, 2002, by certifying and demonstrating that the Issuer was “well-capitalized” and “well-managed.” Financial holding companies may engage in a broader range of financial and related activities than are permitted to banking organizations that do not maintain financial holding company status, including underwriting and dealing in all types of securities. If in the future the Issuer ceases to be “well-capitalized” or “well-managed,” or otherwise fails to meet any of the requirements for financial holding company status, then it may be required to discontinue newly authorized financial activities or terminate its New York Branch. The Issuer’s ability to undertake acquisitions permitted for financial holding companies could also be adversely affected.

In addition, the Issuer is required to obtain the prior approval of the Federal Reserve Board (and potentially other U.S. banking regulators) before acquiring, directly or indirectly, the ownership or control of more than 5% of any class of voting shares of any U.S. bank, bank holding company or many other U.S. depository

institutions and their holding companies. Under the BHCA, the New York Branch is also restricted from engaging in certain tying arrangements involving products and services, and is required to comply with certain volume limits and collateral requirements applicable to certain extensions of credit to, or other covered transactions with, certain subsidiaries engaged in certain securities, insurance or merchant banking activities.

In recent years, a major focus of U.S. policy and regulation relating to financial institutions has been to combat money laundering and terrorist financing and to assure compliance with U.S. economic sanctions in respect of designated individuals, countries or entities. In particular, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), as amended, requires financial institutions operating in the United States (including U.S. branches of foreign banks) to adopt risk-based anti-money laundering programs, develop ‘know your customer’ policies and customer identification programs, establish due diligence programs for foreign correspondent banking and private banking relationships, monitor and report suspicious activity to regulatory authorities, and report certain transactions involving currency and monetary instruments.

The Issuer’s operations in the United States must also comply with the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) regulations. OFAC administers and enforces economic and trade sanctions against targets such as foreign countries, terrorists, and international narcotics traffickers to carry out U.S. foreign policy and national security objectives. Generally, the regulations require blocking of accounts and other property of specified countries, entities and individuals, and the prohibition of certain types of transactions (unless OFAC issues a license) with specified countries, entities and individuals. Banks, including U.S. branches of foreign banks, are expected to establish and maintain appropriate OFAC compliance programs to ensure compliance with OFAC regulations.

Failure of the Issuer (including the New York Branch) to maintain and implement adequate programs to combat money laundering and terrorist financing, and to comply with U.S. economic sanctions, could have serious legal and reputational consequences.

On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) was signed into law. Implementation of the Act will significantly reform the supervision of the financial services industry as it includes measures to enhance the supervision of financial institutions, establish comprehensive supervision of financial markets (including requiring certain derivatives contracts to be traded on an exchange or centrally cleared), protect consumers and investors from financial abuse, provide government with the tools to manage a financial crisis (including enhanced resolution authority), and raise international regulatory standards and enhance international cooperation. Although the applicability of certain provisions in the Act to international banks is unclear, the Act could have a significant financial impact on our businesses and on the resources needed to enhance our regulatory and compliance systems and maintain them on an ongoing basis.

The Notes are not deposits and are not insured by the FDIC or any other government agency.

Effects of Subordination

Notes which are designated as Subordinated Notes and are issued through the New York Branch will constitute unsecured obligations of the New York Branch and the Issuer, subordinated and junior in right of payment, to the extent and in the manner provided in the Subordinated Notes, to all deposit liabilities and other liabilities of the New York Branch and the Issuer (including all deposit liabilities and other liabilities of all offices of the Issuer wherever located) save for statutorily preferred exceptions and except those liabilities which by their terms rank *pari passu* with or subordinate to the Subordinated Notes. By their acceptance of the Subordinated Notes issued by the New York Branch, the holders of such Subordinated Notes will irrevocably waive their rights under Section 606.4 of the New York Banking Law for their claims in respect of such Subordinated Notes to be accepted by the Superintendent and paid out of the business and property of the Issuer in the State of New York, to the extent necessary to effectuate the subordination provision of such Subordinated Notes. See “*Terms and Conditions of the Notes*”.

If proceedings with respect to the insolvency or liquidation with respect to the Issuer should occur, or if the Superintendent should take possession of the business or property of the New York Branch, or both, the holders of Subordinated Notes may recover less rateably than the holders of deposit liabilities of the New York Branch. Holders of Subordinated Notes would be required to pursue their claims on the Subordinated Notes in proceedings against the Issuer. To the extent that holders of the Subordinated Notes are entitled to any recovery with respect to the Subordinated Notes in any French proceedings, such holders might not be entitled in such proceedings to a recovery in U.S. dollars and might be entitled only to a recovery in euros.

Business Lines of the New York Branch

The following are the main business lines of the New York Branch of the Issuer:

- (a) The Acquisition and Sponsor Finance Group (1) caters to strategic sponsor relationships with proven cross-sell value, (2) provides various financing solution to strategic customers with industry focus on Healthcare, Medical Devices and Media, Telecommunication and Cable as well as (3) provides specialized Asset Management capabilities to investors with the Natixis Credit Opportunity Funds program.
 - (i) The Project Finance Group provides financing for projects in the Americas in the following sectors: power, oil and gas, telecommunications, infrastructure, mining and other export-oriented manufacturing sectors.
 - (ii) The Energy Finance Group, which is sourced within the Houston representative office, provides financing solutions with a strategic focus is on companies involved in oil and gas, coal, and their derivatives, from extraction and production activities to processing, distribution and related activities.
 - (iii) The Multinational Corporate Group acts as a U.S. conduit to supplement global relationship lending.
 - (iv) The Financial Institutions Group focuses on coverage of financial institution clients in North America including banks, broker-dealers, investment managers, insurance companies, finance companies and private investment funds. Additionally, the Group originates and structures financing transactions for some of these clients.
 - (v) The Real Estate Group focuses on lending to commercial developers, home builders and lodging entities.
 - (vi) The Global Energy & Commodities Group ensures coverage of customer relationships in the energy trading, metals, mining and agri-business sectors in North America. It provides specialized financing solutions covering all types of facilities: transactional, borrowing base, term loans, acquisition financing, commercial and stand-by letters of credits.
 - (vii) The Treasury division's primary purpose is to finance loan and investment positions, raise liquidity for the global bank in U.S. dollars, and within global risk parameters take positional views in interest rate risk through asset/liability mismatch positions. The New York Treasury does not engage in securities trading for its own account or on the behalf of customers. It issues commercial paper through the New York Branch's U.S. commercial paper program, issues certificates of deposit and accepts overnight and term deposits.

Product Lines of the New York Branch

In general, the following generic product types that require operational and accounting functionality support for the above activities are as follows: syndicated bank loans; secured/unsecured credit facilities; revolver and term loan structures; asset backed fixed income securities; collateralised debt obligations; commercial paper;

non-recourse and limited recourse financings; project financing; letters of credit; stand-by letters of credit; repurchase agreements, inter-bank placements/deposits, certificates of deposit, fixed income securities, private equity investments and certain capital markets product offerings including interest rate derivatives (IRD), Forex; Commodities and Energy Sales as agent for the Issuer's Paris head office.

All new products are introduced through the New Product Committee and must be implemented in accordance with the procedures issued under the New Product Policy.

Representative Offices

In addition to the New York Branch (organized under New York State Banking Law) the Issuer also maintains a representative office in Houston, Texas to solicit loans and engage in customer relations. This office is licensed by the State of Texas and authorized under state law. Representative offices cannot accept deposits or approve loans, and all activities for which they have relationship responsibility are approved in the New York and Paris Credit Committees and ultimately booked for accounting purposes within the New York Branch.

The New York Branch conducts business with the Issuer's Paris head office, and with other branches and affiliates, primarily within the Treasury business line.

TAXATION

United States

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS BASE PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The following is a summary of certain material U.S. federal income tax consequences of the acquisition, ownership and disposition of Notes by a U.S. Holder or a United States Alien (both as defined below). This summary does not address the material U.S. federal income tax consequences of every type of Note which may be issued under the Programme, including Equity Linked Notes and Deeply Subordinated Notes, and the relevant Final Terms will contain additional or modified disclosure concerning the material U.S. federal income tax consequences relevant to such type of Note as appropriate. This summary deals only with purchasers of Notes that are U.S. Holders and that will hold the Notes as capital assets. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors, and does not address state, local, foreign or other tax laws. In particular, this summary does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, investors liable for the alternative minimum tax, individual retirement accounts and other tax-deferred accounts, tax-exempt organisations, dealers in securities or currencies, investors that will hold the Notes as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes or investors whose functional currency is not the U.S. dollar). Moreover, the summary deals only with Notes with a term of 30 years or less. The U.S. federal income tax consequences of owning Notes with a longer term will be discussed in the applicable Final Terms.

As used herein, the term “U.S. Holder” means a beneficial owner of Notes that is for U.S. federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States or any State thereof, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has elected to be treated as a domestic trust for U.S. federal income tax purposes. A “United States Alien” means any corporation, partnership, individual or estate or trust that, for U.S. federal income tax purposes, is (i) a foreign corporation, (ii) a foreign partnership all of whose partners are United States Aliens, (iii) a non-resident alien individual or (iv) a foreign estate or trust all of whose beneficiaries are United States Aliens.

The U.S. federal income tax treatment of a partner in a partnership that holds Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are partnerships should consult their tax adviser concerning the U.S. federal income tax consequences to their partners of the acquisition, ownership and disposition of Notes by the partnership.

The summary is based on the tax laws of the United States including the Internal Revenue Code of 1986, as amended (the “Code”), its legislative history, existing and proposed regulations thereunder, published rulings

and court decisions all as currently in effect and all subject to change at any time, possibly with retroactive effect.

Bearer Notes (including Exchangeable Bearer Notes while in bearer form) are not being offered to U.S. Holders. A U.S. Holder who owns a Bearer Note may be subject to limitations under United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the United States Internal Revenue Code.

U.S. Holders

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Payments of Interest

General

Interest on a Note, whether payable in U.S. dollars or a currency, composite currency or basket of currencies other than U.S. dollars (a “**foreign currency**”), other than interest on a “Discount Note” that is not “qualified stated interest” (each as defined below under “Original Issue Discount — General”), will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on the holder’s method of accounting for tax purposes. Interest paid by the Issuer on the Notes and OID, if any, accrued with respect to the Notes (as described below under “Original Issue Discount”) generally will constitute, in the case of Notes issued by an Issuer other than by the Issuer acting through its New York Branch (a “**Non-U.S. Issuer**”), income from sources outside the United States, or, in the case of the Issuer acting through the New York Branch (the “**U.S. Issuer**”), from sources within the United States. Prospective purchasers should consult their tax advisers concerning the applicability of the foreign tax credit and source of income rules to income attributable to the Notes.

Original Issue Discount

General

The following is a summary of the principal U.S. federal income tax consequences of the ownership of Notes issued with original issue discount (“**OID**”). The following summary does not discuss Notes that are characterized as contingent payment debt instruments for U.S. federal income tax purposes. In the event the Issuer issues contingent payment debt instruments the applicable Final Terms will describe the material U.S. federal income tax consequences thereof.

A Note, other than a Note with a term of one year or less (a “**Short-Term Note**”), will be treated as issued with OID (a “**Discount Note**”) if the excess of the Note’s “stated redemption price at maturity” over its issue price is equal to or more than a *de minimis* amount (0.25 per cent. of the Note’s stated redemption price at maturity multiplied by the number of complete years to its maturity). An obligation that provides for the payment of amounts other than qualified stated interest before maturity (an “**instalment obligation**”) will be treated as a Discount Note if the excess of the Note’s stated redemption price at maturity over its issue price is equal to or greater than 0.25 per cent. of the Note’s stated redemption price at maturity multiplied by the weighted average maturity of the Note. A Note’s weighted average maturity is the sum of the following amounts determined for each payment on a Note (other than a payment of qualified stated interest): (i) the number of complete years from the issue date until the payment is made multiplied by (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Note’s stated redemption price at maturity. Generally, the issue price of a Note will be the first price at which a substantial

amount of Notes included in the issue of which the Note is a part is sold to persons other than bond houses, brokers, or similar persons or organisations acting in the capacity of underwriters, placement agents, or wholesalers. The stated redemption price at maturity of a Note is the total of all payments provided by the Note that are not payments of “qualified stated interest.” A qualified stated interest payment is generally any one of a series of stated interest payments on a Note that are unconditionally payable at least annually at a single fixed rate (with certain exceptions for lower rates paid during some periods), or a variable rate (in the circumstances described below under “Variable Interest Rate Notes”), applied to the outstanding principal amount of the Note. Solely for the purposes of determining whether a Note has OID, the Issuer will be deemed to exercise any call option that has the effect of decreasing the yield on the Note, and the U.S. Holder will be deemed to exercise any put option that has the effect of increasing the yield on the Note.

U.S. Holders of Discount Notes must include OID in income calculated on a constant-yield method before the receipt of cash attributable to the income, and generally will have to include in income increasingly greater amounts of OID over the life of the Discount Notes. The amount of OID includible in income by a U.S. Holder of a Discount Note is the sum of the daily portions of OID with respect to the Discount Note for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the Discount Note (“**accrued OID**”). The daily portion is determined by allocating to each day in any “accrual period” a pro rata portion of the OID allocable to that accrual period. Accrual periods with respect to a Note may be of any length selected by the U.S. Holder and may vary in length over the term of the Note as long as (i) no accrual period is longer than one year and (ii) each scheduled payment of interest or principal on the Note occurs on either the final or first day of an accrual period. The amount of OID allocable to an accrual period equals the excess of (a) the product of the Discount Note’s adjusted issue price at the beginning of the accrual period and the Discount Note’s yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (b) the sum of the payments of qualified stated interest on the Note allocable to the accrual period. The “adjusted issue price” of a Discount Note at the beginning of any accrual period is the issue price of the Note increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Note that were not qualified stated interest payments.

Acquisition Premium

A U.S. Holder that purchases a Discount Note for an amount less than or equal to the sum of all amounts payable on the Note after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being “acquisition premium”) and that does not make the election described below under “Election to Treat All Interest as Original Issue Discount”, is permitted to reduce the daily portions of OID by a fraction, the numerator of which is the excess of the U.S. Holder’s adjusted basis in the Note immediately after its purchase over the Note’s adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Note after the purchase date, other than payments of qualified stated interest, over the Note’s adjusted issue price.

Market Discount

A Note, other than a Short-Term Note, generally will be treated as purchased at a market discount (a “**Market Discount Note**”) if the Note’s stated redemption price at maturity or, in the case of a Discount Note, the Note’s “revised issue price”, exceeds the amount for which the U.S. Holder purchased the Note by at least 0.25 per cent. of the Note’s stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Note’s maturity (or, in the case of a Note that is an instalment obligation, the Note’s weighted average maturity). If this excess is not sufficient to cause the Note to be a Market Discount Note, then the excess constitutes “*de minimis* market discount”. For this purpose, the “revised issue price” of a Note generally equals its issue price, increased by the amount of any OID that has accrued on the Note and decreased by the amount of any payments previously made on the Note that were not qualified stated interest payments.

Any gain recognised on the maturity or disposition of a Market Discount Note (including any payment on a Note that is not qualified stated interest) will be treated as ordinary income to the extent that the gain does not exceed the accrued market discount on the Note. Alternatively, a U.S. Holder of a Market Discount Note may elect to include market discount in income currently over the life of the Note. This election shall apply to all debt instruments with market discount acquired by the electing U.S. Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the Internal Revenue Service (the “IRS”). A U.S. Holder of a Market Discount Note that does not elect to include market discount in income currently will generally be required to defer deductions for interest on borrowings incurred to purchase or carry a Market Discount Note that is in excess of the interest and OID on the Note includible in the U.S. Holder’s income, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days on which the Market Discount Note was held by the U.S. Holder.

Market discount will accrue on a straight-line basis unless the U.S. Holder elects to accrue the market discount on a constant-yield method. This election applies only to the Market Discount Note with respect to which it is made and is irrevocable.

Election to Treat All Interest as Original Issue Discount

A U.S. Holder may elect to include in gross income all interest that accrues on a Note using the constant-yield method described above under “Original Issue Discount — General,” with certain modifications. For purposes of this election, interest includes stated interest, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium (described below under “Notes Purchased at a Premium”) or acquisition premium. This election will generally apply only to the Note with respect to which it is made and may not be revoked without the consent of the IRS. If the election to apply the constant-yield method to all interest on a Note is made with respect to a Market Discount Note, the electing U.S. Holder will be treated as having made the election discussed above under “Market Discount” to include market discount in income currently over the life of all debt instruments with market discount held or thereafter acquired by the U.S. Holder. U.S. Holders should consult their tax advisers concerning the propriety and consequences of this election.

Variable Interest Rate Notes

Notes that provide for interest at variable rates (“**Variable Interest Rate Notes**”) generally will bear interest at a “qualified floating rate” and thus will be treated as “variable rate debt instruments” under Treasury regulations governing accrual of OID. A Variable Interest Rate Note will qualify as a “variable rate debt instrument” if (a) its issue price does not exceed the total non-contingent principal payments due under the Variable Interest Rate Note by more than a specified *de minimis* amount and (b) it provides for stated interest, paid or compounded at least annually, at (i) one or more qualified floating rates, (ii) a single fixed rate and one or more qualified floating rates, (iii) a single objective rate, or (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate and (c) it does not provide for any principal payments that are contingent (other than as described in (a) above).

A “**qualified floating rate**” is any variable rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Interest Rate Note is denominated. A fixed multiple of a qualified floating rate will constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Variable Interest Rate Note (e.g., two or more qualified floating rates with values within 25 basis points of each other as determined on the Variable Interest Rate Note’s issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise

constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e., a cap) or a minimum numerical limitation (i.e., a floor) may, under certain circumstances, fail to be treated as a qualified floating rate unless the cap or floor is fixed throughout the term of the Note.

An “**objective rate**” is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g., one or more qualified floating rates or the yield of actively traded personal property). A rate will not qualify as an objective rate if it is based on information that is within the control of the Issuer (or a related party) or that is unique to the circumstances of the Issuer (or a related party), such as dividends, profits or the value of the Issuer’s stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the Issuer). Other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Variable Interest Rate Note will not constitute an objective rate if it is reasonably expected that the average value of the rate during the first half of the Variable Interest Rate Note’s term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Variable Interest Rate Note’s term. A “qualified inverse floating rate” is any objective rate where the rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. If a Variable Interest Rate Note provides for stated interest 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 if the variable rate on the Variable Interest Rate Note’s issue date is intended to approximate the fixed rate (e.g., the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

A qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a “current value” of that rate. A “current value” of a rate is the value of the rate on any day that is no earlier than 3 months prior to the first day on which that value is in effect and no later than 1 year following that first day.

If a Variable Interest Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof qualifies as a “variable rate debt instrument”, then any stated interest on the Note which is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually will constitute qualified stated interest and will be taxed accordingly. Thus, a Variable Interest Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a “variable rate debt instrument” will generally not be treated as having been issued with OID unless the Variable Interest Rate Note is issued at a “true” discount (i.e., at a price below the Note’s stated principal amount) in excess of a specified *de minimis* amount. OID on a Variable Interest Rate Note arising from “true” discount is allocated to an accrual period using the constant yield method described 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 Variable Interest Rate Note.

In general, any other Variable Interest Rate Note that qualifies as a “variable rate debt instrument” will be converted into an “equivalent” fixed rate debt instrument for purposes of determining the amount and accrual of OID and qualified stated interest on the Variable Interest Rate Note. Such a Variable Interest 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 Interest 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 Interest Rate Note’s issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Interest Rate Note is converted into a fixed rate that reflects the

yield that is reasonably expected for the Variable Interest Rate Note. In the case of a Variable Interest Rate Note that qualifies as a “variable rate debt instrument” and provides for stated interest at a fixed rate 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 Interest Rate Note provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the Variable Interest Rate Note as of the Variable Interest Rate Note’s issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Variable Interest Rate Note is converted into an “equivalent” fixed rate debt instrument in the manner described above.

Once the Variable Interest Rate Note is converted into an “equivalent” fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the “equivalent” fixed rate debt instrument by applying the general OID rules to the “equivalent” fixed rate debt instrument and a U.S. Holder of the Variable Interest Rate Note will account for the OID and qualified stated interest as if the U.S. Holder held the “equivalent” fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the “equivalent” fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Interest Rate Note during the accrual period.

If a Variable Interest Rate Note, such as a Note the payments on which are determined by reference to an index, does not qualify as a “variable rate debt instrument”, then the Variable Interest Rate Note will be treated as a contingent payment debt obligation. The proper U.S. federal income tax treatment of Variable Interest Rate Notes that are treated as contingent payment debt obligations will be more fully described in the applicable Final Terms.

Short-Term Notes

In general, an individual or other cash basis U.S. Holder of a Short-Term Note is not required to accrue OID (as specially defined below for the purposes of this paragraph) for U.S. federal income tax purposes unless it elects to do so (but may be required to include any stated interest in income as the interest is received). Accrual basis U.S. Holders and certain other U.S. Holders are required to accrue OID on Short-Term Notes on a straight-line basis or, if the U.S. Holder so elects, under the constant-yield method (based on daily compounding). In the case of a U.S. Holder not required and not electing to include OID in income currently, any gain realised on the sale or retirement of the Short-Term Note will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or retirement. U.S. Holders who are not required and do not elect to accrue OID on Short-Term Notes will be required to defer deductions for interest on borrowings allocable to Short-Term Notes in an amount not exceeding the deferred income until the deferred income is realised.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short-Term Note are included in the Short-Term Note’s stated redemption price at maturity. A U.S. Holder may elect to determine OID on a Short-Term Note as if the Short-Term Note had been originally issued to the U.S. Holder at the U.S. Holder’s purchase price for the Short-Term Note. This election shall apply to all obligations with a maturity of one year or less acquired by the U.S. Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

Fungible Issue

The Issuer may, without the consent of the Holders of outstanding Notes, issue additional Notes with identical terms. These additional Notes, even if they are treated for non-tax purposes as part of the same series as the original Notes, in some cases may be treated as a separate series for U.S. federal income tax purposes. In such

a case, the additional Notes may be considered to have been issued with OID even if the original Notes had no OID, or the additional Notes may have a greater amount of OID than the original Notes. These differences may affect the market value of the original Notes if the additional Notes are not otherwise distinguishable from the original Notes.

Notes Purchased at a Premium

A U.S. Holder that purchases a Note for an amount in excess of its principal amount, or for a Discount Note, its stated redemption price at maturity, may elect to treat the excess as “amortisable bond premium”, in which case the amount required to be included in the U.S. Holder’s income each year with respect to interest on the Note will be reduced by the amount of amortisable bond premium allocable (based on the Note’s yield to maturity) to that year. Any election to amortise bond premium shall apply to all bonds (other than bonds the interest on which is excludable from gross income for U.S. federal income tax purposes) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS. See also “*Original Issue Discount — Election to Treat All Interest as Original Issue Discount*”.

Purchase, Sale and Retirement of Notes

A U.S. Holder’s tax basis in a Note will generally be its cost, increased by the amount of any OID or market discount included in the U.S. Holder’s income with respect to the Note and the amount, if any, of income attributable to *de minimis* OID and *de minimis* market discount included in the U.S. Holder’s income with respect to the Note, and reduced by (i) the amount of any payments that are not qualified stated interest payments, and (ii) the amount of any amortisable bond premium applied to reduce interest on the Note.

A U.S. Holder will generally recognise gain or loss on the sale or retirement of a Note equal to the difference between the amount realised on the sale or retirement and the tax basis of the Note. The amount realised does not include the amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. Except to the extent described above under “Original Issue Discount — Market Discount” or “Original Issue Discount — Short Term Notes” or attributable to changes in exchange rates (as discussed below), gain or loss recognised on the sale or retirement of a Note will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder’s holding period in the Notes exceeds one year.

Gain or loss realised by a U.S. Holder on the sale or retirement of a Note generally will be U.S. source.

Foreign Currency Notes

Interest

If an interest payment is denominated in, or determined by reference to, a foreign currency, the amount of income recognised by a cash basis U.S. Holder will be the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars.

An accrual basis U.S. Holder may determine the amount of income recognised with respect to an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years of a U.S. Holder, the part of the period within the taxable year).

Under the second method, the U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that

spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year). Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis U.S. Holder may instead translate the accrued interest into U.S. dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Note) denominated in, or determined by reference to, a foreign currency, the U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

OID

OID for each accrual period on a Discount Note that is denominated in, or determined by reference to, a foreign currency, will be determined in the foreign currency and then translated into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described above. Upon receipt of an amount attributable to OID (whether in connection with a payment on the Note or a sale or disposition of the Note), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

Market Discount

Market Discount on a Note that is denominated in, or determined by reference to, a foreign currency, will be accrued in the foreign currency. If the U.S. Holder elects to include market discount in income currently, the accrued market discount will be translated into U.S. dollars at the average exchange rate for the accrual period (or portion thereof within the U.S. Holder's taxable year). Upon the receipt of an amount attributable to accrued market discount, the U.S. Holder may recognise U.S. source exchange gain or loss (which will be taxable as ordinary income or loss) determined in the same manner as for accrued interest or OID. A U.S. Holder that does not elect to include market discount in income currently will recognise, upon the disposition or maturity of the Note, the U.S. dollar value of the amount accrued, calculated at the spot rate on that date, and no part of this accrued market discount will be treated as exchange gain or loss.

Bond Premium

Bond premium (including acquisition premium) on a Note that is denominated in, or determined by reference to, a foreign currency, will be computed in units of the foreign currency, and any such bond premium that is taken into account currently will reduce interest income in units of the foreign currency. On the date bond premium offsets interest income, a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the amount offset multiplied by the difference between the spot rate in effect on the date of the offset, and the spot rate in effect on the date the Notes were acquired by the U.S. Holder. A U.S. Holder that does not elect to take bond premium (other than acquisition premium) into account currently will recognise a market loss when the Note matures.

Sale or Retirement

As discussed above under "Purchase, Sale and Retirement of Notes", a U.S. Holder will generally recognise gain or loss on the sale or retirement of a Note equal to the difference between the amount realised on the sale or retirement and its tax basis in the Note. A U.S. Holder's tax basis in a Note that is denominated in a foreign currency will be determined by reference to the U.S. dollar cost of the Note. The U.S. dollar cost of a Note purchased with foreign currency will generally be the U.S. dollar value of the purchase price on the date of purchase, or the settlement date for the purchase, in the case of Notes traded on an established securities

market, as defined in the applicable Treasury Regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects).

The amount realised on a sale or retirement for an amount in foreign currency will be the U.S. dollar value of this amount on the date of sale or retirement, or the settlement date for the sale, in the case of Notes traded on an established securities market, as defined in the applicable Treasury Regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects). Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

A U.S. Holder will recognise U.S. source exchange rate gain or loss (taxable as ordinary income or loss) on the sale or retirement of a Note equal to the difference, if any, between the U.S. dollar values of the U.S. Holder's purchase price for the Note (or, if less, the principal amount of the Note) (i) on the date of sale or retirement and (ii) the date on which the U.S. Holder acquired the Note. Any such exchange rate gain or loss will be realised only to the extent of total gain or loss realised on the sale or retirement.

Disposition of Foreign Currency

Foreign currency received as interest on a Note or on the sale or retirement of a Note will have a tax basis equal to its U.S. dollar value at the time the interest is received or at the time of the sale or retirement. Foreign currency that is purchased will generally have a tax basis equal to the U.S. dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Notes or upon exchange for U.S. dollars) will be U.S. source ordinary income or loss.

Backup Withholding and Information Reporting

In general, payments of interest and accruals of OID on, and the proceeds of a sale, redemption or other disposition of, the Notes, payable to a U.S. Holder by a U.S. paying agent or other U.S. intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding will apply to these payments, including payments of OID if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or fails to report all interest and dividends required to be shown on its U.S. federal income tax returns. Certain U.S. Holders (including, among others, corporations) are not subject to backup withholding. U.S. Holders should consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

Reportable Transactions

A U.S. taxpayer that participates in a "reportable transaction" will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A U.S. Holder may be required to treat a foreign currency exchange loss from the Notes as a reportable transaction if the loss exceeds U.S. \$50,000 in a single taxable year, if the U.S. Holder is an individual or trust, or higher amounts for other non-individual U.S. Holders. In the event the acquisition, holding or disposition of Notes constitutes participation in a reportable transaction for purposes of these rules, a U.S. Holder will be required to disclose its investment by filing Form 8886 with the IRS. A penalty in the amount of \$10,000 in the case of a natural person and U.S. \$50,000 in all other cases is generally imposed on any taxpayer that fails to timely file an information return with the IRS with respect to a transaction resulting in a loss that is treated as a reportable transaction. Accordingly, if a U.S. Holder realises a loss on any Note (or, possibly, aggregate losses from the Notes) satisfying the monetary thresholds discussed above, the U.S. Holder could be required to file an information return with the IRS, and failure to do so may subject the U.S. Holder to the penalties described above. In addition, the Issuer and its advisers may also be required to disclose the transaction to the IRS, and to maintain a list of U.S. Holders, and to furnish this list and certain other information to the IRS upon written

request. Prospective purchasers are urged to consult their tax advisers regarding the application of these rules to the acquisition, holding or disposition of Notes.

New Legislation

Recently enacted legislation imposes new reporting requirements on the holding of certain foreign financial assets, including debt of foreign entities, if the aggregate value of all these assets exceeds \$50,000. The Notes are expected to constitute foreign financial assets subject to these requirements unless the Notes are regularly traded on an established securities market and held in an account at a domestic financial institution. U.S. Holders should consult their tax advisors regarding the application of this legislation.

Non-U.S. Holders

Under current United States federal income and estate tax law, and subject to the discussion of backup withholding in the following section:

- (1) Payments of principal, OID, if any, and interest by the Issuer or any paying agent to any holder of a Note who is a United States Alien will not be subject to U.S. federal withholding tax, provided that, in the case of amounts treated as interest or OID with respect to Notes issued by the U.S. Issuer with a maturity of more than 183 days (i) the amount of the payment is not determined by reference to any receipts, sales or other cash flow, income or profits, change in value of any property of, or dividend or similar payment made by, the U.S. Issuer or a person related to the U.S. Issuer (a “**Contingent Payment**”), (ii) the holder does not actually or constructively own 10 per cent. or more of the total combined voting power of all classes of stock of the U.S. Issuer entitled to vote, (iii) the holder is not a bank receiving interest described in Section 881(c)(3)(A) of the Code, (iv) the holder is not for U.S. federal income tax purposes a controlled foreign corporation related to the U.S. Issuer through stock ownership and (v) if the Note is a Registered Note, the beneficial owner provides the U.S. Issuer with an IRS Form W-8.
- (2) In the case of Notes issued by the U.S. Issuer, a United States Alien holder of a Note or Coupon will not be subject to U.S. federal income tax on any gain or income realised upon the sale, exchange, retirement or other disposition of a Note or Coupon, provided (i) the Notes have a maturity of more than 183 days, the Notes do not provide for any Contingent Payments, (ii) the Notes are Registered Notes, the holder has provided the U.S. Issuer or its paying agent an IRS Form W-8 and (iii) neither the holder, nor a partner, fiduciary, settlor or beneficiary of the holder, if the holder is a partnership or an estate or trust, or a person holding a power over an estate or trust administered by a fiduciary holder, is considered as:
 - (i) being or having been present or engaged in a trade or business in the United States or having or having had a permanent establishment therein;
 - (ii) having a current or former relationship with the United States including a relationship as a citizen or resident thereof;
 - (iii) being or having been for U.S. federal income tax purposes a foreign or domestic personal holding company, a passive foreign investment company or a controlled foreign corporation or a corporation that has accumulated earnings to avoid U.S. federal income tax; or
 - (iv) in the case of Notes with a maturity of more than 183 days, (a) actually or constructively owning or having owned 10 per cent. or more of the total combined voting power of all classes of stock of the U.S. Issuer entitled to vote or (b) being a controlled foreign corporation related to the U.S. Issuer through stock ownership.
- (3) In the case of the Notes issued by a Non-U.S. Issuer, subject to the discussion of backup withholding below, interest (including OID, if any) and any proceeds of a sale or other disposition on the Notes, as

well as other proceeds with respect to the Notes, are currently exempt from U.S. federal income tax, including withholding taxes, if paid to a Non-U.S. Holder unless (i) the Non-U.S. Holder is an insurance company carrying on a United States insurance business to which the interest is attributable, or (ii) the Non-U.S. Holder is an individual or corporation that has an office or other fixed place of business in the United States to which the interest is attributable, the interest is derived in the active conduct of a banking, financing, or similar business within the United States or is received by a corporation the principal business of which is trading in stock or securities for its own account, and certain other conditions exist.

- (4) A Note or Coupon held by an individual who is a United States Alien at the time of death will not be subject to U.S. federal estate tax if (i) at the time of the individual's death payments with respect to the Note would not have been effectively connected with a U.S. trade or business of the individual, and (ii) with respect to Notes issued by the U.S. Issuer with a maturity of more than 183 days, (A) the holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of stock of the U.S. Issuer entitled to vote, and (B) the Note does not provide for any Contingent Payments..
- (5) A beneficial owner of a Bearer Note or Coupon that is a United States Alien will not be required to disclose its nationality, residence, or identity to the Issuer, a paying agent, or any U.S. governmental authority in order to receive payment on the Bearer Note or Coupon from the Issuer or a paying agent outside the United States (although the beneficial owner of an interest in a temporary Global Note will be required to provide a Certificate of Non-U.S. Beneficial Ownership to Euroclear or Clearstream, Luxembourg in order to receive a beneficial interest in a Permanent Global Note or definitive Notes and Coupons and interest thereon).

Backup Withholding and Information Reporting

Unless the Issuer or the paying agent has actual knowledge or reason to know that the holder or beneficial owner, as the case may be, is a U.S. person (as defined in the Code), payments of principal, OID, if any, and interest on Registered Notes made to a United States Alien will not be subject to backup withholding, provided the United States Alien provides the payor with an IRS Form W-8, but interest and OID paid on Registered Notes with a maturity of more than 183 days will be reported to the IRS as required under applicable regulations.

Payments of principal, OID, if any, and interest on Bearer Notes made outside the United States to a United States Alien by a non-U.S. payor will not be subject to information reporting and backup withholding.

In addition, except as provided in the following sentence, if principal, OID, if any, or interest payments made with respect to a Bearer Note are collected outside the United States on behalf of a beneficial owner by a foreign office of a custodian, nominee or other agent who is not a U.S. Controlled Person (as defined below), the custodian, nominee or other agent will not be required to apply backup withholding to these payments when remitted to the beneficial owner and will not be subject to information reporting. However, if the custodian, nominee or other agent is a U.S. Controlled Person, payments collected by its United States or foreign office may be subject to information reporting and backup withholding unless the custodian, nominee or other agent has in its records documentary evidence that the beneficial owner is not a U.S. person or the beneficial owner otherwise establishes an exemption from information reporting and the custodian, nominee or other agent has no actual knowledge or reason to know that any of the information or certifications associated with this documentation is incorrect.

Payments on the sale, exchange or other disposition of a Bearer Note made to or through a foreign office of a broker will generally not be subject to information reporting and backup withholding. However, if the broker is a U.S. Controlled Person, payments on the sale, exchange or other disposition of a Bearer Note made to or through the United States or foreign office of a broker will be subject to backup withholding and information

reporting unless the holder certifies under penalties of perjury to its status as a non-U.S. person or otherwise establishes an exemption from information reporting and the custodian, nominee or other agent has no actual knowledge or reason to know that any of the information or certifications associated with this documentation is incorrect.

For purposes of this discussion, a “U.S. Controlled Person” means (i) a U.S. person (as defined in the Code), (ii) a controlled foreign corporation for U.S. federal income tax purposes, (iii) a foreign person 50 per cent. or more of whose gross income was effectively connected with the conduct of a United States trade or business for a specified three-year period, or (iv) a foreign partnership, if at any time during its tax year, one or more of its partners are U.S. persons who, in the aggregate, hold more than 50 per cent. of the partnership’s income or capital interest or if, at any time during its tax year, it is engaged in the conduct of a trade or business in the United States.

Any amounts withheld under the backup withholding rules may be allowed as a credit against the holder’s U.S. federal income tax liability and may entitle the holder to a refund, provided that the required information is furnished to the IRS..

Holders should consult their tax advisers regarding the application of information reporting and backup withholding to their particular situations, the availability of an exemption therefrom, and the procedure for obtaining such an exemption, if available.

A holder of a Bearer Note with a maturity of more than one year who is a U.S. person will generally be required to treat any gain on disposal as ordinary income rather than as capital gain, and no deduction will be allowed in respect of any loss.

A holder of a Note issued by the U.S. Issuer with a maturity at issue of 183 days or less and a principal amount of at least \$500,000 (or its foreign currency equivalent based on the spot rate on the date of issue), by accepting the Note, will be deemed to represent and warrant that it is not a United States person (other than an exempt recipient described in section 6049(b)(4) of the Code and the regulations thereunder), and is not acting for or on behalf of any such person.

THE SUMMARY OF U.S. FEDERAL INCOME AND ESTATE TAX SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE PURCHASERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING NOTES OR COUPONS, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

ERISA considerations

A purchase of the Notes by an employee benefit plan subject to the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or by any entity whose assets are treated as assets of such a plan, could result in severe penalties or other liabilities for the purchaser or the Issuer. Each purchaser or transferee of a Note will be deemed to have represented by its purchase or receipt of the Note that either (a) it is not an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Section 406 of ERISA, a “Plan” described in Section 4975(e)(1) of the Code, or an entity whose underlying assets include “Plan Assets” by reason of any such employee benefit plan’s or Plan’s investment in the entity or otherwise, or a governmental plan or church plan which is subject to any federal, state or local law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code or (b) its purchase, holding and disposition of the Notes, or any interest therein, will not constitute or result in a non-exempt Prohibited Transaction under Section 406 of ERISA and/or Section 4975 of the Code (or, in the case of governmental plan or church plan, a violation of any substantially similar federal, state or local law) by reason of an applicable or administrative exemption.

EU Taxation

The following is a summary limited to certain tax considerations in the European Union relating to the Notes that may be issued under the Programme and specifically contains information on taxes on the income from the Notes withheld at source. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

On 3 June 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”). Pursuant to the Savings Directive and subject to a number of conditions being met, Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Savings Directive (interest, premiums or other debt income) made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident or certain entities called “residual entities” established in that other Member State (the “**Disclosure of Information Method**”).

For these purposes, the term “paying agent” is defined widely and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Savings Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (the Grand-Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other Member States withhold an amount on interest payments, unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method. The rate of such withholding tax is equal to 20 per cent. before 1 July 2011 increasing to 35 per cent. on such date and thereafter.

Such transitional period will end at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on 18 April 2002 (the “**OECD Model Agreement**”) with respect to interest payments within the meaning of the Savings Directive made by paying agents established within their respective countries to beneficial owners resident in the territory to which the Savings Directive applies, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rates applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Directive.

A number of non-EU countries and dependent or associated territories of the European Union have agreed to adopt similar measures (transitional withholding or exchange of information) with effect from 1 July 2005.

On 15 September 2008, the European Commission issued a report to the Council of the European Union on the operation of the Savings Directive, which included the Commission's advice on the need for changes to the Savings Directive. On 13 November 2008, the European Commission published a more detailed proposal for amendments to the Savings Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Savings Directive, they may amend or broaden the scope of the requirements described above.

Belgium Tax Considerations

The following summary describes the principal Belgian withholding tax considerations with respect to the holding of Notes.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Notes. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

This summary is based on Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this Base Prospectus, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

This summary does not describe the tax consequences for a holder of Notes that are redeemable in exchange for, or convertible into shares, of the exercise, settlement or redemption of such Notes and/or any tax consequences after the moment of exercise, settlement or redemption.

Each prospective holder of Notes should consult a professional adviser with respect to the tax consequences of an investment in the Notes, taking into account the influence of each regional, local or national law.

(A) Individual private investors

Natural persons who are Note holders and who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/ Impôt des personnes physiques*"), are in Belgium subject to the following tax treatment with respect to the Notes. Other rules can be applicable in special situations, in particular when natural persons resident in Belgium acquire the Notes for professional purposes or when their transactions with respect to the Notes fall outside the scope of the normal management of their own private estate.

Under Belgian tax law, "interest" income includes: (i) periodic interest income, (ii) any amount paid by the Issuer in excess of the issue price (whether or not on the maturity date), and (iii) if the Notes qualify as "fixed income securities" (within the meaning of article 2, §1, 8° Belgian Income Tax Code), in the case of a realisation of the Notes between two interest payment dates, the interest accrued during the detention period.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 15 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for individuals. This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

However, if the interest is paid outside Belgium i.e. without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 15 per cent. (plus communal surcharges). On 1 July 2010 the European Court of Justice has ruled that the imposition of additional communal surcharges on interest from investments in a EU Member State other than Belgium, as opposed to interest from investments made in Belgium, constitutes an unfavourable tax treatment which is inconsistent with the free movement of capital (C-233/09). Following this decision of the European Court of Justice, holders of the Notes are, in such a case, entitled to claim an exemption from such communal surcharges subject to certain formalities (confer Circular letter dd. 19.10.2010).

Capital gains realised upon the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the management of one's private estate or unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

(B) Tax treatment of Belgian corporations

Corporations Note holders who are Belgian residents for tax purposes, i.e. who are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting/ Impôt des sociétés*") are in Belgium subject to the following tax treatment with respect to the Notes.

Payments of interest (as defined in the section "Individuals resident in Belgium") on the Notes made through a paying agent in Belgium will in principle be subject to a 15 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). However, the interest can under certain circumstances be exempt from withholding tax, provided a special certificate is delivered.

Interest derived by Belgian corporate investors on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax of 33.99 per cent.. The Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions. Capital losses on the Notes are in principle tax deductible.

(C) Tax treatment of an Organization for Financing Pensions

An Organization for Financing Pensions is a pension fund entity that has adopted the legal form of an Organization for Financing Pensions ("**OFP**") meant by the Belgian Law of 27 October 2006 and that is subject as a resident taxpayer to the Belgian Corporate Income Tax albeit only on certain items of income. OFP Note holders are in Belgium subject to the following tax treatment with respect to the Notes.

Interest derived on the Notes and capital gains realised on the Notes will not be subject to Belgian Corporate Income Tax in the hands of OFPs. Any Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

(D) Other legal entities

Legal entities Note holders who are Belgian residents for tax purposes, i.e. who are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting/ impôt des personnes morales*") are subject to the following tax treatment in Belgium with respect to the Notes.

Payments of interest (as defined in the section "Individuals resident in Belgium") on the Notes made through a paying agent in Belgium will in principle be subject to a 15 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium i.e. without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is responsible for the deduction and payment of 15 per cent. Belgian withholding tax.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gain qualifies as interest (as defined in the section "Individuals resident in Belgium"). Capital losses on the Notes are in principle not tax deductible.

(E) Tax on stock exchange transactions

A stock exchange tax ("*Taks op de beursverrichtingen*" / "*Taxe sur les opérations de bourse*") will be levied on the purchase and sale in Belgium of the Notes on a secondary market through a professional intermediary. The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.07 per cent. with a maximum amount of €500 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

However, the tax referred to above will not be payable by exempt persons acting for their own account, including investors who are Belgian non-residents provided they deliver an affidavit to the financial

intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors, as defined in Article 126/1, 2° of the Code of various duties and taxes (“Code des droits et taxes divers”, “Wetboek diverse rechten en taksen”) for the taxes on stock exchange transactions.

(F) The Directive

The Directive has been implemented in Belgium by the law of 17 May 2004 and applies to interest paid or attributed as from 1 July 2005.

(G) Individuals not resident in Belgium and falling under the scope of application of the Directive

Interest paid on the Notes as from 1 January 2010 and falling under the scope of application of the Savings Directive will be subject to the Disclosure of Information Method.

(H) Individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the Savings Directive, if he receives interest payments from a paying agent (within the meaning of the Savings Directive) established in another EU Member State, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, the Netherlands Antilles, Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, the Cayman Islands, Anguilla or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a Source Tax, such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excessive amount will be reimbursed, provided it amounts to at least EUR 2.50.

Luxembourg

The comments below are intended as a basic summary of certain tax consequences in relation to the purchase, ownership and disposition of the Notes under Luxembourg law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

Withholding tax

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

Luxembourg non-resident individuals

Under the Luxembourg laws dated 21 June 2005 implementing the European Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (the “**EU**”), a Luxembourg based paying agent (within the meaning of the Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for the procedure of exchange of information or for the tax certificate procedure. The same treatment will apply to payments of interest and other similar income made to certain “residual entities” within the meaning of Article 4.2 of the Directive established in a Member State or in certain EU dependent or associated territories (i.e., entities which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation, that are not UCITS recognised in accordance with the Council Directive 85/611/EEC or similar collective investment funds located in Jersey, Guernsey, the Isle

of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands and have not opted to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC).

The withholding tax rate is 20 per cent. increasing to 35 per cent. as from 1 July 2011. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

Luxembourg resident individuals

Interest payments made by Luxembourg paying agents (defined in the same way as in the Directive) to Luxembourg resident individuals or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the Council Directive 85/611/EC or for the exchange of information regime) are subject to a 10 per cent. withholding tax (the “**10 per cent. Withholding Tax**”).

Pursuant to the Luxembourg law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals, acting in the course of their private wealth, can opt to self-declare and pay a 10 per cent. tax (the “**10 per cent. Tax**”) on interest payments made after 31 December 2007 by paying agents (defined in the same way as in the Directive) located in an EU Member State other than Luxembourg, a Member State of the European Economic Area other than an EU Member State or in a State or territory which has concluded an international agreement directly related to the Savings Directive.

The 10 per cent. Withholding Tax or the 10 per cent. Tax represents the final tax liability for the Luxembourg individual resident taxpayers receiving the interest payments in the course of their private wealth.

France

The comments below are intended as a basic summary of certain tax consequences in France relating to the Notes that may be issued under the Programme and specifically contain information on taxes on the income from the Notes withheld at source. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

EU Savings Directive

The Directive 2003/48/EC on the taxation of savings income was implemented into French law under Article 242 *ter* of the French *Code Général des Impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Withholding tax

Notes issued as from 1 March 2010

Following the introduction of the French *loi de finances rectificative pour 2009* no. 3 (n° 2009-1674 dated 30 December 2009) (the “**Law**”), payments of interest and other revenues made by the Issuer with respect to Notes issued on or after 1 March 2010 (other than Notes (described below) which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued prior to 1 March 2010 having the benefit of Article 131 *quater* of the French General Tax Code) will not be subject to the withholding tax set out under Article 125 A III of the French General Tax Code unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French General Tax Code (a “**Non-Cooperative State**”). If such payments under the Notes are made in a Non-Cooperative State, a 50 % withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French General Tax Code.

Furthermore, according to Article 238 A of the French General Tax Code, interest and other revenues on such Notes will no longer be deductible from the Issuer's taxable income, as from the fiscal years starting on or after 1 January 2011, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French general tax code, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the French General Tax Code, at a rate of 25% or 50%, subject to the more favourable provisions of an applicable double tax treaty, if any.

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax set out under Article 125 A III of the French General Tax Code nor the non-deductibility set out under Article 238 A of the French General Tax Code will apply if the Issuer can prove that the principal purpose and effect of a particular issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the ruling (*rescrit*) N° 2010/11 (FP and FE) of the *Direction générale des impôts* published on 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411.1 of the French Monetary and Financial Code or pursuant to an equivalent offer in a State other than in a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Notes which are consolidated (assimilables for the purpose of French law) with Notes issued before 1 March 2010

Payments of interest and other revenues with respect to Notes issued from 1 March 2010 and which are consolidated (*assimilables* for the purpose of French law) and form a single series with such Notes issued before 1 March 2010 with the benefit of Article 131 *quater* of the French General Tax Code, will continue to be exempt from the withholding tax set out under Article 125 A III of the French General Tax Code.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP) of the *Direction générale des impôts* dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French General Tax Code, in accordance with Circular 5 I-11-98 of the *Direction générale des impôts* dated 30 September 1998 and the aforementioned rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP).

In addition, interest and other revenues paid by the Issuer on Notes issued from 1 March 2010 and which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 will not be subject to the non-deductibility set out under Article 238 A of the French General Tax Code, and hence will not be subject to the withholding tax set out in Article 119 *bis* of the French General Tax

Code solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

TRANSFER RESTRICTIONS

Rule 144A Notes

Each Purchaser of Registered Notes within the United States pursuant to Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

- (1) it is (a) a qualified institutional buyer within the meaning of Rule 144A (“**QIB**”), (b) acquiring such Notes for its own account or for the account of a QIB and (c) aware, and each beneficial owner of such Notes has been advised, that the sale of such Notes to it is being made in reliance on Rule 144A;
- (2) it understands that such Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States;
- (3) it understands that such Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND ACCORDINGLY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS NOTE;

- (4) it understands that the Issuer and the Dealers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that, if any of the acknowledgements, representations, warranties and agreements deemed to have been made upon its purchase of such Notes is no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring any Notes for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such investor account, and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account; and
- (5) it understands that Registered Notes offered in reliance on Rule 144A will be represented by the Restricted Global Certificate. Before any interest in the Restricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

Prospective purchasers are hereby notified that sellers of such Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Regulation S Notes

Each purchaser of Registered Notes or Dematerialised Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes in resales prior to the expiration of the Distribution Compliance Period (as defined in “Plan of Distribution”), by accepting delivery of this Base Prospectus and the Notes, will be deemed to have represented, agreed and acknowledged that:

- (1) it is, or at the time such Notes are purchased will be, the beneficial owner of such Notes and (a) it is not a US person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate;
- (2) it understands that such Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the Distribution Compliance Period it will not offer, sell, pledge or otherwise transfer such Notes except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or the account of a QIB or, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States;
- (3) it understands that such Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT;

- (4) it understands that in the case of Registered Notes only, such Notes offered in reliance on Regulation S will be represented by the Unrestricted Global Certificate. Prior to the expiration of the Distribution Compliance Period, before any interest in the Unrestricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Restricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws; and
- (5) it understands that the Issuer and the Dealers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that, if any of the acknowledgements, representations, warranties and agreements deemed to have been made upon its purchase of the Notes is no longer accurate, it shall promptly notify the Issuer and the Dealers.

PLAN OF DISTRIBUTION

Subject to the amended and restated distribution agreement dated 17 December 2010 (the “**Distribution Agreement**”) between the Issuer, the Co-Arrangers and the Permanent Dealers, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers (except NATIXIS). However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of that Issuer. The Distribution Agreement also provides for Notes to be issued in Tranches which are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each Relevant Dealer a commission on the nominal amount of the Notes, depending upon maturity in respect of Notes subscribed or procured for subscription by it. The Issuer has agreed to reimburse Goldman Sachs International as Co-Arranger for certain of its expenses incurred in connection with the update of the Programme. In respect of an issue of Notes on a syndicated basis the commission will be stated in the Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Distribution Agreement may be terminated in relation to all the Dealers or any of them by the Issuer or, in relation to itself and the Issuer, by any Dealer at any time on giving not less than ten business days’ notice entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933 as amended (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

TEFRA Notes (other than Notes with a maturity of one year or less) are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to agree) that, except as permitted by the Distribution Agreement, it has not and will not offer, sell or, in the case of TEFRA Notes, deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time, or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer and each relevant Dealer, by the Fiscal Agent or, in the case of Notes issued on a syndicated basis, the Lead Manager (the “**Distribution Compliance Period**”), within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the Distribution Compliance Period (other than resales pursuant to Rule 144A) a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The Distribution Agreement provides that the Dealers may, directly or through their respective U.S. broker-dealer affiliates, arrange for the offer and resale of Registered Notes within the United States only to qualified institutional buyers in reliance on Rule 144A.

In addition, until 40 days after the commencement of the offering, 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.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States and for the resale of the Registered Notes in the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States or to any U.S. person, other than any qualified institutional buyer within the meaning of Rule 144A to whom an offer has been made directly by one of the Dealers or its U.S. broker-dealer affiliate. Distribution of this Base Prospectus by any non-U.S. person outside the United States or by any qualified institutional buyer in the United States to any U.S. person or to any other person within the United States, other than any qualified institutional buyer and those persons, if any, retained to advise such non-U.S. person or qualified institutional buyer with respect thereto, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, other than any qualified institutional buyer and those persons, if any, retained to advise such non-U.S. person or qualified institutional buyer, is prohibited.

Each issuance of index-, commodity- or currency-linked Notes may be subject to such additional U.S. selling restrictions as the Dealers and the Issuer may agree as a term of the issuance and purchase or, as the case may be, subscription of such Notes. Each Dealer agrees that it shall offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

Public Offer Selling Restriction Under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that (i) the Issuer has given its written consent and (ii) any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;
- (ii) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in paragraphs (ii) to (v) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and the amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EC.

In addition to the foregoing, the provisions set out below shall apply in respect of the following EEA Member States:

United Kingdom

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

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

France

Each of the Dealers has represented and agreed that:

- (i) Offer to the public in France

it has only made and will only make an offer of Notes to the public in France (i) on or after the date of publication of the prospectus relating to those Notes approved by the *Autorité des marchés financiers* (“**AMF**”) or (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the Prospectus Directive, on the date of notification of such approval to the AMF, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus; or

- (ii) Private Placement in France

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 Base Prospectus, the relevant Final Terms 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 (a) 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*), and/or (b) qualified investors (*investisseurs qualifiés*), as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

Hong Kong

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed and each further Dealer appointed subsequently under the Programme will be required to represent and agree that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances

which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and

- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (the “Financial Instruments and Exchange Act”). Accordingly, each Dealer has represented and agreed that it has not offered or sold, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Securities in Japan or to, or for the benefit of, any resident in Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Act No. 228 of 1949, as amended) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

The Netherlands

Bearer securities in definitive form on which interest does not become due and payable during their term but only at maturity (savings certificates or *spaarbewijzen* as defined in the Dutch Savings Certificates Act or *Wet inzake spaarbewijzen*; the ‘SCA’) may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial issue of such Notes to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (iii) the issue and trading of such Notes if they are physically issued outside the Netherlands and are not immediately thereafter distributed in the Netherlands.

Republic of Italy

No offering of the Notes hereunder has been and will be registered with, approved or subject to any formal review or clearance by the *Commissione Nazionale per la società e la Borsa* (**CONSOB**) pursuant to Italian securities legislation and accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (“**Regulation 11971**”); or
- (ii) in any other circumstances which are exempted from the rules on public offerings of securities pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation 11971.

Moreover and subject to the foregoing, each Dealer has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007, as amended) and Legislative Decree No. 385 of 1 September 1993, as amended (the “**Banking Act**”); and
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (c) in compliance with any securities, tax, exchange control and any other applicable laws and regulations, in particular all other requirements, limitations, disclosure requirements and restrictions that might be imposed from time to time by CONSOB, Bank of Italy or other Italian authorities.

Pursuant to Article 100-*bis* of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the subsequent distribution of the Notes on the secondary market in Italy in the 12 months following an initial placement in Italy or abroad must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

Singapore

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes may not be circulated or distributed, nor may 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 under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person pursuant to Section 275(1), 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 Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

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

securities (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 transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA.

Taiwan

Each Dealer has acknowledged, and each Dealer subsequently appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations. Each Dealer has represented, warranted and agreed, and each Dealer subsequently appointed under the Programme will be required to represent, warrant and agree, that Notes issued under the Programme may not be and will not be offered or sold in Taiwan, the Republic of China through a public offering or in circumstance which constitute an offer within the meaning of the Securities and Exchange Law of Taiwan, the Republic of China that requires the registration with or approval of the Financial Supervisory Commission of Taiwan, the Republic of China. Each Dealer has also acknowledged, and each Dealer subsequently appointed under the Programme will be required to acknowledge, that no person or entity in Taiwan, the Republic of China has been authorised or will be authorised to offer or sell Notes issued under the Programme in Taiwan, the Republic of China.

Switzerland

Except as described in the paragraph immediately below, the Notes may not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Federal Code of Obligations (CO), a simplified prospectus as such term is understood pursuant to article 5 of the Swiss Federal Act on Collective Investment Schemes (the CISA) or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange Ltd (the SIX Swiss Exchange), and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland. In the case of Notes that constitute structured products within the meaning of the CISA and that are not offered in accordance with the paragraph immediately below, such Notes may only be offered, sold or advertised, and this Base Prospectus and any other offering or marketing material relating to such Notes may only be distributed, in or from Switzerland by way of private placement to qualified investors within the meaning of the CISA.

In respect of Notes that will be publicly offered in or from Switzerland, the Dealers will (1) (A) in the case of Notes that are structured products within the meaning of the CISA, agree to offer and sell such Notes in accordance with the CISA, or (B) in all other cases, agree to offer and sell such Notes in accordance with the CO, and (2) in the case of Notes to be listed on the SIX Swiss Exchange, agree to comply with , the listing rules of the SIX Swiss Exchange.

In respect of Notes that will be publicly offered in or from Switzerland, the Issuer will (1) (A) in the case of Notes that are structured products within the meaning of the CISA, prepare a simplified prospectus as such term is understood pursuant to article 5 of the CISA and distribute such simplified prospectus in accordance with the CISA, or (B) in all other cases, prepare and distribute a prospectus in accordance with article 1156 CO and (2) in the case of Notes to be listed on the SIX Swiss Exchange, prepare and distribute a prospectus in accordance with, and comply with the other applicable listing procedures of, the listing rules of the SIX Swiss Exchange.

The Notes do not constitute participations in a collective investment scheme within the meaning of the CISA. Therefore, the Notes are not subject to the approval of, or supervision by, the Swiss Financial Markets Supervisory Authority FINMA (FINMA), and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

General

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 the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

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

Each Dealer has agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives, and obtain all relevant consents, approvals or permissions, 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 Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefor.

FORM OF FINAL TERMS
FOR NOTES WITH A DENOMINATION OF LESS THAN €[100,000/50,000]¹

Final Terms dated [●]

[Logo, if document is printed]

NATIXIS

Euro 45,000,000,000

Medium Term Notes

and other Debt Instruments Programme

SERIES NO: [●]

TRANCHE NO: [●]

[Brief description and Amount of Notes]

Issued by NATIXIS (the “Issuer”)

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [●] [and the supplement(s) to the Base Prospectus dated [●] [which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”)) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive] and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement(s) to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents [and on the website of the Luxembourg Stock Exchange (www.bourse.lu)] and copies may be obtained from the office of NATIXIS at 47, quai d’Austerlitz, 75013 Paris, France.

The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus/an Offering Circular] with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement(s) to the Base Prospectus/Offering Circular] dated [●]]. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”)) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement(s) to the Base Prospectus dated [●], which [together] constitute[s] a base prospectus [for the

¹ This Form of Final Terms is to be used for Notes with a denomination of less than €50,000 if the Issue Date is on or prior to 30 December 2010, being the date of entry into force of Directive 2010/73/EU (the “**2010 PD Amending Directive**”). Thereafter, this Form of Final Terms is to be used for Notes with a denomination of less than €100,000 if the 2010 PD Amending Directive has been implemented in the Relevant Member State. Furthermore, this Form of Final Terms is to be used for Notes with a denomination of less than €100,000 in all cases where the issue is likely to be the subject of a subsequent fungible issue.

purposes of the Prospectus Directive], save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement(s) to the Base Prospectus/Offering Circular] dated [●]] and are attached hereto. 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 [Base Prospectus/Offering Circular] dated [original date] [and the supplement(s) to the Base Prospectus/Offering Circular dated [●]] and the Base Prospectus dated [current date] [and the supplement(s) to the Base Prospectus dated [●]]. The [Base Prospectus/Offering Circular] [and the supplement(s) to the Base Prospectus/Offering Circular] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents [and on the website of the Luxembourg Stock Exchange (www.bourse.lu)] and copies may be obtained from the office of NATIXIS at 47, quai d'Austerlitz, 75013 Paris, France.

[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 Final Terms.]

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

[In the case of Notes which may not benefit from the ruling (rescrit) 2010/11 (FP and FE) of the French tax authorities dated 22 February 2010, it will be necessary to make additional modifications to the terms of these Final Terms.]

- | | | |
|----------|--|--|
| 1 | (i) Issuer: | NATIXIS |
| | (ii) [Notes to be issued through New York Branch:] | [Yes
<i>Delete if Not Applicable - Not applicable in respect of French Law Notes</i>] |
| | (iii) Type of Note: | [English/French] Law Note |
| 2 | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | <i>[(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)]</i> | |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount of Notes admitted to trading: | |
| | (i) Series: | <i>[For settlement in nominal: [●]]</i>
<i>[For settlement unit by unit: [●] being the equivalent of [●] Notes]</i> |
| | (ii) Tranche: | <i>[For settlement in nominal: [●]]</i>
<i>[For settlement unit by unit: [●] being the equivalent of [●] Notes]</i> |
| 5 | Issue Price: | <i>[For settlement in nominal: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]]</i>
<i>[For settlement unit by unit: [●] being the equivalent of [●] per cent. of the [Aggregate Nominal Amount]/[Specified Denomination][plus</i> |

6	(i) Specified Denomination(s):	<p>accrued interest from [insert date] (if applicable)]</p> <p>[For settlement in nominal: [●]] (one denomination only for Dematerialised Notes)</p> <p>[For settlement unit by unit: [●] being the equivalent of one Note]</p> <p>[Notes [(including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and] which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).]</p>
	(ii) Calculation Amount:	<p>[For settlement in nominal: [●]]</p> <p>[For settlement unit by unit: [●] being the equivalent of one Note]</p> <p>[If only one Specified Denomination, insert the Specified Denomination.</p> <p>If more than one Specified Denomination, insert the highest common factor by which multiple denominations may be divided (e.g. €1,000 in the case of denominations of €1,000 and €10,000)]</p> <p>[Note: There must be a common factor in the case of two or more Specified Denominations.]</p> <p>[In respect of French Law Notes: the Denomination]</p>
7	[(i)] Issue Date:	[●]
	[(ii)] Interest Commencement Date:	[Specify/Issue Date/Not Applicable]
8	Maturity Date:	<p>[Specify date or (for Floating Rate Notes and Index-Linked Notes) Specified Interest Payment Date falling in or nearest to the relevant month and year]</p>
9	Interest Basis:	<p>[[●] % Fixed Rate]</p> <p>[[Specify reference rate] [+/-] [●] % Floating Rate]</p> <p>[Zero Coupon]</p> <p>[Index Linked Interest]</p> <p>[Other (specify)]</p> <p>(Further particulars specified below)</p>
10	Redemption/Payment Basis²:	<p>[Redemption at par]</p> <p>[Index Linked Redemption]</p> <p>[Dual Currency]</p> <p>[Partly Paid]</p>

² If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- [Instalment]
[Other (*specify*)]
- 11 Change of Interest or Redemption/Payment Basis:** [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
- 12 Put/Call Options:** [Redemption at the Option of Noteholders]
[Redemption at the Option of the Issuer]
[(Further particulars specified below)]
- 13 (i) Status of the Notes:** [Senior/[Dated/Undated] [Ordinary/Deeply] Subordinated] (*If subordinated, specify [Senior/ Subordinated] interest and insert applicable provisions*)
- (ii) Dates of the corporate authorisations for issuance of the Notes: [●]
- 14 Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 Fixed Rate Note Provisions:** [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate[(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
- (ii) Specified Interest Payment Date(s): [●] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] [per Calculation Amount [(*in respect of English Law Notes*)]/[●] per [●] in nominal amount [(*in respect of French Law Notes*)]]
- (iv) Broken Amount(s): [●] [per Calculation Amount [(*in respect of English Law Notes*)]/[●] per [●] in nominal amount [(*in respect of French Law Notes*)], payable on the Specified Interest Payment Date falling [in/on] [●]] [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*]
- (v) Day Count Fraction: [●] [30/360/Actual/Actual (ICMA/ISDA)/Actual/365 (Fixed)/Actual/360/30E/360/other (*See Condition 5 for alternatives*)]
- (vi) Determination Dates: [Not Applicable/[●] in each year (*insert regular interest payment dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last coupon. N.B. only relevant where Day*]

	Count Fraction is Actual/Actual (ICMA))]
(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/give details]
16 Floating Rate Note Provisions:	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Interest Period(s):	[•]
(ii) Specified Interest Payment Date(s):	[•]
(iii) [First Interest Payment Date:	[•]]
(iv) [Interest Period Date:	[•] (Not applicable unless different from Specified Interest Payment Date)]
(v) Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]
(vi) Business Centre(s) (Condition 5(k)):	[•]
(vii) Manner in which the Rate(s) of Interest is/are to be determined [(including/excluding Rate(s) of Interest on overdue amounts after the Maturity Date or the date set for early redemption)]:	[Screen Rate Determination/ISDA Determination/ other (give details)]
(viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[•]
(ix) Screen Rate Determination (Condition 5(c)(B)):	
– Relevant Rate:	[•]
– Relevant Time:	[•]
– Interest Determination Date(s):	[[•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Specified Interest Payment Date]]
– Primary Source for Floating Rate:	[Specify relevant Page or “Reference Banks”]
– Reference Banks (if Primary Source is “Reference Banks”):	[Specify four]
– Business Centre:	[The financial centre most closely connected to the Benchmark]
– Benchmark:	[EURIBOR/LIBOR/LIBID/LIMEAN/or other benchmark]
– Representative Amount:	[Specify if screen or reference bank quotations are to be given in respect of a transaction of a specified notional amount]

– Effective Date:	[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]
– Specified Duration:	[Specify period for quotation if not duration of Interest Accrual Period]
(x) ISDA Determination (<i>Condition 5(c)(A)</i>):	
– Floating Rate Option:	[●]
– Designated Maturity:	[●]
– Reset Date:	[●]
– ISDA Definitions:	[Specify definitions if different from those set out in the Conditions]
(xi) Margin(s):	[+/-][●] per cent. per annum
(xii) Minimum Rate of Interest:	[Zero/Not applicable/[●] per cent. per annum]
(xiii) Maximum Rate of Interest:	[Not applicable/[●] per cent. per annum]
(xiv) Day Count Fraction:	Actual/Actual - (ISDA)/ICMA Actual/365 (Fixed) Actual/360 30/360 30E/360 30E/360 (ISDA) other (See Condition 5 for alternatives)]
(xv) Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[Not applicable/[●]]
17 Zero Coupon Note Provisions:	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Amortisation Yield:	[●] per cent. per annum
(ii) Any other formula/basis of determining amount payable:	[●]
18 Index-Linked Interest Note/other variable-linked interest Note Provisions:	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Index/Formula/other variable [(including on overdue amounts after Maturity Date or date set for early redemption)]:	[Give or annex details/See paragraph [31/32/33/34/35] below (if applicable)]
(ii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[●]
(iii) Provisions for determining Coupon where calculation by reference to Index and/or	[●] (Need to include a description of market

Formula and/or other variable:	<i>disruption or settlement disruption events and adjustment provisions)</i>
(iv) Interest Determination Date(s):	[●]
(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	<i>(Need to include a description of market disruption or settlement disruption events and adjustment provisions)</i>
(vi) Interest Period(s):	[●]
(vii) Specified Interest Payment Date(s):	[●]
(viii) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other <i>(give details)</i>]
(ix) Business Centre(s) <i>(Condition 5(k))</i> :	[●]
(x) Minimum Rate of Interest:	[●] per cent. per annum
(xi) Maximum Rate of Interest:	[●] per cent. per annum
(xii) Day Count Fraction:	[●]
19 Dual Currency Note Provisions:³	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i) Rate of Exchange/method of calculating Rate of Exchange:	<i>[give details]</i>
(ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent):	[●]
(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	<i>[Need to include a description of market disruption or settlement disruption events and adjustment provisions.]</i>
(iv) Person at whose option Specified Currency(ies) is/are payable:	[●]

PROVISIONS RELATING TO REDEMPTION

20 Redemption at the Option of the Issuer:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i) Optional Redemption Date(s):	[●]
(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of	[●] [per Calculation Amount <i>[(in respect of English Law Notes)]</i>]/[●] per [●] in nominal amount <i>[(in</i>

³ If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with .

	such amount(s):	<i>respect of French Law Notes)]]</i>
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	[●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
	(b) Maximum Redemption Amount:	[●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
(iv)	Notice period (if other than as set out in the Conditions):	[●]
21	Redemption at the Option of Noteholders:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
	(iii) Notice period (if other than as set out in the Conditions):	[●]
22	Final Redemption Amount of each Note:⁴ In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	[[●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
	(i) Index/Formula/variable:	<i>[Give or annex details/See paragraph [31/32/33/34/35] below (if applicable)]</i>
	(ii) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent):	[●]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[●]
	(iv) Determination Date(s):	[●]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[●]
	(vi) Payment Date:	[●]
	(vii) Minimum Final Redemption Amount:	[●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]

⁴ If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with .

(viii) Maximum Final Redemption Amount: [●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]

23 Early Redemption Amount:⁵

- (i) Early Redemption Amount(s) per Calculation Amount (in respect of English Law Notes) or in nominal amount (in respect of French Law Notes) payable on redemption for taxation reasons (Condition 6(b)) or on Event of Default (Condition 10(a) Senior Notes) or in case of redemption for illegality (Condition 6(j)) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●]
[As set out in the Conditions [(save that no accrued interest shall be payable in respect of any date other than a Specified Interest Payment Date)]]
- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates (*Condition 6(b)*): [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (*Condition 7(g)*): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24 Form of Notes/Certificates:

[Bearer Notes/Exchangeable Bearer Notes/Registered Notes/Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*)

[Delete as appropriate]

Temporary or permanent Global Note/
Certificate:

[Temporary Global Note/Certificate exchangeable for a permanent Global Note/Certificate which is exchangeable for Definitive Notes/Certificates in the limited circumstances specified in the permanent Global Note/Certificate]

[Temporary Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice]

[Permanent Global Note/Certificate exchangeable for Definitive Notes/Certificates in the limited circumstances specified in the permanent Global Note/Certificate]

(*Not applicable to French Law Notes*)

Form of Dematerialised Notes:

[Not Applicable/specify whether Bearer

⁵ If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with .

	dematerialised form (<i>au porteur</i>)]/[Administered Registered dematerialised form (<i>au nominatif administré</i>) Fully Registered dematerialised form (<i>au nominatif pur</i>)]
Registration Agent:	[Not Applicable/ <i>if Applicable give name and details</i>] <i>(Note that a Registration Agent must be appointed in relation to Dematerialised Notes in fully registered form only)</i>
Temporary Global Certificate:	[Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [•] (the “ Exchange Date ”), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate] <i>(Only applicable to French Law Materialised Notes)</i>
25 New Global Note:	[Yes]/[No]*** <i>[Not applicable for French Law Notes]</i>
26 Financial Centre(s) (Condition 7(i)) or other special provisions relating to Payment Dates:	[Not Applicable/ <i>give details</i>]. <i>Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15(ii), 16(ii) and 18(vii) relate]</i>
27 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No/Not Applicable. <i>If yes, give details</i>]
28 Details relating to Partly Paid Notes: Amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay[, including any right of the Issuer to forfeit the Notes and interest due on late payment]:	[Not Applicable/ <i>give details</i>]
29 Details relating to Instalment Notes: Amount of each instalment, date on which each payment is to be made:	[Not Applicable/ <i>give details</i>]
30 Redenomination, renominatisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 1] [annexed to these Final Terms] apply]
31 Consolidation provisions:	[Not Applicable/The provisions [in Condition 14] [annexed to these Final Terms] apply]
32 Purchase and cancellation:	[Not Applicable/Notes purchased by the Issuer in accordance with Condition 6(i) must be cancelled.]

*** You should only elect “yes” opposite “New Global Note” if you have elected “yes” to the Section in Part B under the heading “Operational Information” entitled “Intended to be held in a manner which would allow Eurosystem eligibility”.

33	Representation of holders of French Law Notes - Masse:	<p>[Applicable/Not Applicable/Condition 11(b) replaced by the full provisions of French <i>Code de commerce</i> relating to the Masse/The initial Representative is: [●], the alternate Representative is: [●]. The Representative [will not be remunerated]/[will receive Euro [●] per year]] (Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11(b) may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11(b) must be waived in its entirety and replaced by the provisions of French <i>Code de commerce</i> relating to the Masse. If Condition 11(b) (as it may be amended or supplemented) applies or if the full provisions of French <i>Code de commerce</i> apply, insert details of the initial Representative and the alternate Representative and remuneration, if any.)</p> <p>(For French Law Notes only)</p>
34	Further provisions applicable to Equity Linked Notes (single share):	<p>[Not] Applicable</p> <p>(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)</p>
	(i) Company:	[specify]
	(ii) Share:	<p>[If the Share is neither a DR nor a Unit in an ETF, [specify] and delete the sub-paragraphs of this paragraph]</p> <p>[If the Share is a DR or a Unit in an ETF, [specify (see below Additional Provisions)], fill in the relevant sub-paragraph of this paragraph and delete the other sub-paragraph]</p>
	Additional Provisions for Depositary Receipt:	<p>DR Sponsor: [specify]</p> <p>DR Currency: [specify]</p> <p>Condition 18(f)(F): [Applicable/Not Applicable]</p>
	Additional Provisions for Exchange Traded Fund:	<p>ETF Adviser: [specify]</p> <p>ETF Administrator: [specify]</p> <p>ETF Underlying Index: [Not Applicable/specify]</p> <p>ETF Minimum Tradable Quantity: [Not Applicable/specify]</p> <p>Condition 18(f)(G) [Applicable/Not Applicable]</p>
	(iii) Exchange:	[specify]
	(iv) Related Exchange:	[specify]
	(v) Initial Price:	[specify/See definition in Condition 18]
	(vi) Barrier Price:	[Not Applicable/specify]
	(vii) Knock-in Event:	<p>[Not Applicable/specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]</p>

	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Knock-in Price:	[specify]
(b) Knock-in Period Beginning Date:	[specify]
(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-in Period Ending Date:	[specify]
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-in Valuation Time:	[specify/See definition in Condition 18]
(viii) Knock-out Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Knock-out Price:	[specify]
(b) Knock-out Period Beginning Date:	[specify]
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-out Period Ending Date:	[specify]
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-out Valuation Time:	[specify/See definition in Condition 18]
(ix) Automatic Early Redemption Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 18]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Price:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(x) Range Accrual:	[Not Applicable/Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>

(a) Reference Dates:	[specify]
(b) Triggering Day:	[specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]
(c) Trigger Price:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 18]
(xi) Strike Date:	[Not Applicable/specify]
(xii) Averaging Dates:	[Not Applicable/specify]
(xiii) Observation Period(s):	[Not Applicable/specify]
(xiv) Valuation Date(s):	[Not Applicable/specify]
(xv) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: specify/See definition in Condition 18]
(xvi) Valuation Time:	[specify/See definition in Condition 18]
(xvii) Redemption by Physical Delivery:	[Not Applicable/Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Relevant Number of Shares:	[specify]
(b) Integral Number of Shares:	[specify]
(c) Residual Number of Shares:	[specify]
(d) Ultimate Final Price:	[specify/See definition in Condition 18]
(e) Prevailing Exchange Rate:	[Not Applicable/specify]
(f) Physical Delivery Rounding Convention:	[specify/See definition in Condition 18]
(g) Notes to be aggregated for the purposes of determining the number of Shares to be delivered:	[Not Applicable/Applicable]
(xviii) Minimum Percentage:	[specify/See definition in Condition 18]
(xix) Exchange Rate:	[Not Applicable/specify] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Exchange Rate Determination Date:	[Not Applicable/specify]
(b) Exchange Rate Business Day:	[Not Applicable/specify]
(xx) Other provisions:	[Not Applicable/specify]
35 Further provisions applicable to Index Linked Notes (single index):	[Not] Applicable (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Type:	[[Single/Multi] Exchange Index Linked Notes]
(ii) Index:	[specify]
(iii) Index Sponsor:	[specify]
(iv) Exchange(s):	[specify]

(v) Related Exchange(s):	[specify/See definition in Condition 19]
(vi) Initial Level:	[Not Applicable/specify]
(vii) Barrier Level:	[Not Applicable/specify]
(viii) Knock-in Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (If not applicable, delete the remaining subparagraphs of this paragraph)
(a) Knock-in Level:	[specify]
(b) Knock-in Period Beginning Date:	[specify]
(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-in Period Ending Date:	[specify]
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-in Valuation Time:	[specify/See definition in Condition 19]
(ix) Knock-out Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (If not applicable, delete the remaining subparagraphs of this paragraph)
(a) Knock-out Level:	[specify]
(b) Knock-out Period Beginning Date:	[specify]
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-out Period Ending Date:	[specify]
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-out Valuation Time:	[specify/See definition in Condition 19]
(x) Automatic Early Redemption Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (If not applicable, delete the remaining subparagraphs of this paragraph)
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 19]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Level:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]

(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: <i>specify</i>]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: <i>specify</i>]
(xi) Range Accrual:	[Not Applicable/Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Reference Dates:	[<i>specify</i>]
(b) Triggering Day:	[<i>specify</i>]/[“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]
(c) Trigger Level:	[<i>specify</i>]
(d) Trigger Valuation Time:	[<i>specify</i>]/ <i>See definition in Condition 19</i>
(xii) Strike Date:	[Not Applicable/ <i>specify</i>]
(xiii) Averaging Dates:	[Not Applicable/ <i>specify</i>]
(xiv) Observation Period(s):	[Not Applicable/ <i>specify</i>]
(xv) Valuation Date(s):	[Not Applicable/ <i>specify</i>]
(xvi) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: <i>specify</i> /See definition in Condition 19]
(xvii) Valuation Time:	[<i>specify</i>]/ <i>See definition in Condition 19</i>
(xviii) Exchange Rate:	[Not Applicable/ <i>specify</i>] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Exchange Rate Determination Date:	[Not Applicable/ <i>specify</i>]
(b) Exchange Rate Business Day:	[Not Applicable/ <i>specify</i>]
(xix) Other provisions:	[Not Applicable/ <i>specify e.g. if any further provisions applicable to Commodity Linked Notes are applicable to any component(s) of the Index</i>]
36 Further provisions applicable to Equity Linked Notes (share basket):	[Not] Applicable <i>(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Company:	[See table set forth in annex hereto]
(ii) Share:	[See table set forth in annex hereto] <i>[If the Basket comprises DR(s) or Unit in ETF(s) specify in the table set forth in annex respectively: - in respect of any Depositary Receipt DR Sponsor: [<i>specify</i>] DR Currency: [<i>specify</i>] Condition 20(f)(G): [Applicable/Not Applicable] - in respect of any Exchange Traded Fund: ETF Adviser: [<i>specify</i>]</i>

		<i>ETF Administrator: [specify]</i>
		<i>ETF Underlying Index: [Not Applicable/specify]</i>
		<i>ETF Minimum Tradable Quantity: [Not Applicable/specify]</i>
		<i>Condition 20(f)(G): [Applicable/Not Applicable]</i>
(iii)	Weightings:	<i>For each Share in the basket:</i> [Not Applicable/See table set forth in annex hereto/ <i>specify</i>]
(iv)	Exchange:	[See table set forth in annex hereto]
(v)	Related Exchange:	[See table set forth in annex hereto/ <i>See definition in Condition 20</i>]
(vi)	Separate Valuation:	[Applicable/Not Applicable]
(vii)	Initial Price:	[<i>specify</i>]
(viii)	Barrier Price:	[<i>specify</i>]
(ix)	Knock-in Event:	[Not Applicable/ <i>specify</i> ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Knock-in Price:	[<i>specify</i>]
	(b) Knock-in Period Beginning Date:	[<i>specify</i>]
	(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(d) Knock-in Period Ending Date:	[<i>specify</i>]
	(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(f) Knock-in Valuation Time:	[<i>specify/See definition in Condition 20</i>]
(x)	Knock-out Event:	[Not Applicable/ <i>specify</i> ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Knock-out Price:	[<i>specify</i>]
	(b) Knock-out Period Beginning Date:	[<i>specify</i>]
	(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(d) Knock-out Period Ending Date:	[<i>specify</i>]
	(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(f) Knock-out Valuation Time:	[<i>specify/See definition in Condition 20</i>]
(xi)	Automatic Early Redemption Event:	[Not Applicable/ <i>specify</i> ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]

	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 20]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Price:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xii) Range Accrual:	[Not Applicable/Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Reference Dates:	[specify]
(b) Triggering Day:	[specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]
(c) Trigger Price:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 20]
(xiii) Strike Date:	[Not Applicable/specify]
(xiv) Averaging Dates:	[Not Applicable/specify]
(xv) Observation Period(s):	[Not Applicable/specify]
(xvi) Valuation Date(s):	[Not Applicable/specify]
(xvii) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: specify/See definition in Condition 20]
(xviii) Valuation Time:	[specify/See definition in Condition 20]
(xix) Minimum Percentage:	[specify/See definition in Condition 20]
(xx) Exchange Rate:	[Not Applicable/specify]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Exchange Rate Determination Date:	[Not Applicable/specify]
(b) Exchange Rate Business Day:	[Not Applicable/specify]
(xxi) Other provisions:	[Not Applicable/specify]
(xxii) Further provisions applicable to Index Linked Notes (index basket):	[Not] Applicable
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xxiii) Index:	[See table set forth in annex hereto]

(xxiv)	Weightings:	<i>For each Index in the Basket:</i> [Not Applicable/See table set forth in annex hereto/ <i>specify</i>]
(xxv)	Index Sponsor:	[See table set forth in annex hereto]
(xxvi)	Exchange(s):	[See table set forth in annex hereto]
(xxvii)	Related Exchange(s):	[See table set forth in annex hereto]
(xxviii)	Separate Valuation:	[Applicable/Not Applicable]
(xxix)	Initial Level:	[Not Applicable/ <i>specify</i>]
(xxx)	Barrier Level:	[Not Applicable/ <i>specify</i>]
(xxxi)	Index Performance:	[Not Applicable/ <i>specify</i>]
(xxxii)	Knock-in Event:	[Not Applicable/ <i>specify</i> ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(xxxiii) (a)	Knock-in Level:	[<i>specify</i>]
(xxxiv) (b)	Knock-in Period Beginning Date:	[<i>specify</i>]
(xxxv) (c)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xxxvi) (d)	Knock-in Period Ending Date:	[<i>specify</i>]
(xxxvii) (e)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xxxviii) (f)	Knock-in Valuation Time:	[<i>specify</i> /See definition in Condition 21]
(xxxix)	Knock-out Event:	[Not Applicable/ <i>specify</i> ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(xl) (a)	Knock-out Level:	[<i>specify</i>]
(xli) (b)	Knock-out Period Beginning Date:	[<i>specify</i>]
(xlii) (c)	Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xliii) (d)	Knock-out Period Ending Date:	[<i>specify</i>]
(xliv) (e)	Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xlv) (f)	Knock-out Valuation Time:	[<i>specify</i> /See definition in Condition 21]

(xlvii)	Automatic Early Redemption Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xlviii)	(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 21]
(xlix)	(b) Automatic Early Redemption Date(s):	[specify]
(l)	(c) Automatic Early Redemption Level:	[specify]
(li)	(d) Automatic Early Redemption Rate:	[specify]
(lii)	(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(liii)	(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(liv)	(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(lv)	Range Accrual:	[Not Applicable/Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(lvi)	(a) Reference Dates:	[specify]
(lvii)	(b) Triggering Day:	[specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(lviii)	(c) Triggering Index:	[Not Applicable/specify]
(lix)	(d) Trigger Level:	[specify]
(lx)	(e) Trigger Valuation Time:	[specify/See definition in Condition 21]
(lxi)	Strike Date:	[Not Applicable/specify]
(lxii)	Observation Period(s):	[Not Applicable/specify]
(lxiii)	Averaging Dates:	[Not Applicable/specify]
(lxiv)	Valuation Date(s):	[Not Applicable/specify]
(lxv)	Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: specify/See definition in Condition 21]
(lxvi)	Valuation Time:	[specify/See definition in Condition 21]
(lxvii)	Exchange Rate:	[Not Applicable/specify] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(lxviii)	(a) Exchange Rate Determination Date:	[Not Applicable/specify]
(lxviii)	(b) Exchange Rate Business	[Not Applicable/specify]

Day:	
(lxix) Other provisions:	[Not Applicable/specify <i>e.g. if any further provisions applicable to Index Linked Notes are applicable to any component(s) of the Index</i>]
37 Further provisions applicable to Commodity Linked Notes (single commodity):	[Not Applicable/Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Commodity:	[specify] [Bullion (if applicable)]
(ii) Exchange:	[Not Applicable/specify]
(iii) Related Exchange:	[Not Applicable/specify]
(iv) Commodity Reference Price Sponsor:	[Not Applicable/specify]
(v) Commodity Reference Price:	[Specify, including relevant Price Source <i>e.g. Exchange, Commodity Reference Price Sponsor or other information provider/Commodity Reference Dealers</i>] [If Commodity Reference Dealers, specify four Reference Dealers or Bullion Reference Dealers, as applicable: [Bullion] Reference Dealers:]
(vi) Specified Price:	[Specify relevant type of price including relevant time if applicable]
(vii) Price Materiality Percentage:	[Not Applicable/specify]
(viii) Initial Price:	[Not Applicable/specify]
(ix) Barrier Price:	[Not Applicable/specify]
(x) Commodity Performance:	[Not Applicable/specify]
(xi) Knock-in Event:	[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Knock-in Price:	[specify]
(b) Knock-in Period Beginning Date:	[specify]
(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[specify]
(d) Knock-in Period Ending Date:	[specify]
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[specify]
(f) Knock-in Valuation Time:	[specify]
(xii) Knock-out Event:	[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] (If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Knock-out Price:	[specify]
(b) Knock-out Period Beginning Date:	[specify]
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[specify]
(d) Knock-out Period Ending Date:	[specify]
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[specify]
(f) Knock-out Valuation Time:	[specify]
(xiii) Automatic Early Redemption Event:	[Not Applicable/specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 23]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Level:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xiv) Range Accrual:	[Not Applicable/Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Reference Dates:	[specify]
(b) Triggering Day:	[specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(c) Trigger Level:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 23]
(xv) Strike Date:	[Not Applicable/specify]
(xvi) Averaging Dates:	[specify]
(xvii) Observation Period(s):	[Not Applicable/specify]
(xviii) Valuation Date(s):	[specify]
(xix) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates]: [specify/As defined in the Conditions]]
(xx) Valuation Time:	[specify/As defined in the Conditions]
(xxi) Exchange Rate:	[Not Applicable/specify]

		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Exchange Rate Determination Date:	[Not Applicable/specify]
	(b) Exchange Rate Business Day:	[Not Applicable/specify]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(xxii) Other provisions:	[Not Applicable/specify]
38	Further provisions applicable to Commodity Linked Notes (basket of commodities):	[Not Applicable/Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Commodities:	<i>For each Commodity in the Basket:</i> [specify] [Bullion (if applicable)]
	(ii) Weightings:	<i>For each Commodity in the Basket:</i> [Not Applicable/See table set forth in annex hereto/specify]
	(iii) Basket:	[specify] [Single/Multi] Exchange Basket
	(iv) Exchange:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
	(v) Related Exchange:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
	(vi) Commodity Reference Price Sponsor:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
	(vii) Commodity Reference Price:	<i>For each Commodity in the Basket:</i> [Specify, including relevant Price Source e.g. Exchange, Commodity Reference Price Sponsor or other information provider/Commodity Reference Dealers] <i>[If Commodity Reference Dealers, specify four Reference Dealers or Bullion Reference Dealers, as applicable:</i> [Bullion] Reference Dealers:]
	(viii) Specified Price:	<i>[Specify relevant type of price including relevant time if applicable for all Commodities in the Basket, otherwise, specify for each Commodity]</i>
	(ix) Price Materiality Percentage:	[Not Applicable/specify for each Commodity]
	(x) Separate Valuation:	[Applicable/Not Applicable]
	(xi) Initial Price:	[specify]
	(xii) Barrier Price:	[specify]
	(xiii) Basket Performance:	[Not Applicable/specify]
	(xiv) Commodity Performance:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
	(xv) Knock-in Event:	[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal

	to”]]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Knock-in Price:	[specify]
(b) Knock-in Period Beginning Date:	[specify]
(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[specify]
(d) Knock-in Period Ending Date:	[specify]
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[specify]
(f) Knock-in Valuation Time:	[specify]
(xvi) Knock-out Price:	[Not Applicable/specify [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]] <i>(If not applicable, delete the remaining bullets of this sub-paragraph)</i>
(a) Knock-out Level:	[specify]
(b) Knock-out Period Beginning Date:	[specify]
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[specify]
(d) Knock-out Period Ending Date:	[specify]
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[specify]
(f) Knock-out Valuation Time:	[specify]
(xvii) Automatic Early Redemption Event:	[Not Applicable/specify[“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 24]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Level:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xviii) Range Accrual:	[Not Applicable/Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>

	(a) Reference Dates:	[specify]
	(b) Triggering Day:	[specify["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
	(c) Triggering Commodity:	[Not Applicable/specify]
	(d) Trigger Level:	[specify]
	(e) Trigger Valuation Time:	[specify/See definition in Condition 24]
	(xix) Strike Date:	[Not Applicable/specify]
	(xx) Averaging Dates:	[specify]
	(xxi) Observation Period(s):	[Not Applicable/specify]
	(xxii) Valuation Date(s):	[specify]
	(xxiii) Specific Number(s):	In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates]: [As per the Conditions/specify]
	(xxiv) Valuation Time:	[specify/As defined in the Conditions]
	(xxv) Exchange Rate:	[Not Applicable/specify] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(a) Exchange Rate Determination Date:	[Not Applicable/specify]
	(b) Exchange Rate Business Day:	[Not Applicable/specify]
	(xxvi) Other Provisions:	[Not Applicable/specify]
39	Other final terms:	[Not Applicable/give details] <i>(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)</i>

DISTRIBUTION

40	(i) If syndicated, names and addresses of Managers and underwriting commitments:	[Not Applicable/give names, addresses and underwriting commitments][The following Managers are subscribing the Notes /procuring subscribers for the Notes] <i>(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)</i>
	(ii) Date of Subscription Agreement:	[•]
	(iii) Stabilising Manager(s) (if any):	[Not Applicable/give name]
41	If non-syndicated, name and address of Dealer:	[Not Applicable/give name and address][The following Dealer is subscribing the

	Notes/procuring subscribers for the Notes]
42 Total commission and concession:	[[●] per cent. of the Aggregate Nominal Amount of Tranche]/[Not Applicable]]
43 U.S. Selling Restrictions:	[Reg. S Compliance Category; TEFRA C/TEFRA D/TEFRA Not Applicable]
44 Non-Exempt Offer:	[Not Applicable][An offer of the Notes may be made by the Managers [and [<i>specify, if applicable</i>] other than pursuant to Article 3(2) of the Prospectus Directive in [<i>Specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passported</i>] (“ Public Offer Jurisdictions ”) during the period from [<i>specify date</i>] until [<i>specify date</i>] (“ Offer Period ”). See Paragraph 11 of Part B below.
45 Additional selling restrictions:	[Not Applicable/ <i>give details</i>]
46 Governing law:	[English /French] law

GENERAL

- 47 The aggregate principal amount of Notes issued has been translated into Euro at the rate of [●] producing a sum of:** [●]

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required for issue [and] [public offer in Public Offer jurisdictions] [and] [admission to trading on [*specify regulated market*] of Notes described herein pursuant to the Euro 45,000,000,000 Medium Term Note Programme of NATIXIS.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of NATIXIS

Duly represented by:

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) Listing: [Official List of the Luxembourg Stock Exchange]/other (*specify*)/None]
- (ii) Admission to trading: [Application has been made by the Issuer [(or on its behalf)] for the Notes to be admitted to trading on [the Luxembourg Stock Exchange's [Regulated Market/Euro MTF market]] [other (*specify*)] with effect from [●].][Application is expected to be made by the Issuer [(or on its behalf)] for the Notes to be admitted to trading on [the Luxembourg Stock Exchange's [Regulated Market/Euro MTF market]] [other (*specify*)] with effect from [●].] [Not Applicable.]
- (Where documenting a fungible issue, need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [●]
- (iv) [Regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading:]* *(Where documenting a fungible issue, need to indicate other exchanges or markets on which the original securities are already listed.)*

2 [RATINGS]

- Ratings: The Notes to be issued have been rated:
- [S & P: [●]]
- [Moody's: [●]]
- [Fitch: [●]]
- [[Other]: [●]]
- Each such credit rating agency is established in the European Union and has applied for registration under Regulation (EU) No 1060/2009 (the “**CRA Regulation**”), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority. 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 unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such

registration is not refused.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

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

3 [NOTIFICATION]

The *Commission de Surveillance du Secteur Financier* in Luxembourg *[has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues]* the *[include names of competent authorities of host Member States]* with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

4 [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

“Save *[for any fees payable to the Dealers][as discussed in “Plan of Distribution”]*, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”*[/[●] [Amend as appropriate if there are other interests].*

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)][If no conflicts have been disclosed, delete entire section 5. If conflicts have been discussed, reference should be to the Base Prospectus under Article 16 of the Prospectus Directive.]

[If any commissions or fees relating to the issue and sale of these Notes have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (2004/39/EC) (“MiFID”), or as otherwise may apply in any non-EEA jurisdictions.

Potential investors in these Notes intending to purchase Notes through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.]]

5 [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES]

[(i)] Reasons for the offer:

[See “Use of Proceeds” section in Base Prospectus]

(If reasons for offer are different from making profit and/or hedging certain risks, will need to include those reasons here.)

[(ii)] Estimated net proceeds:

[●]

(Principal less commissions.)

(If proceeds are intended for more than one use, will need to split out and present in order of

priority. If proceeds are insufficient to fund all proposed uses, state amount and sources of other funding.)]

[(iii) Estimated total expenses:

[•] [Include breakdown of expenses.]

(If the Notes are derivative securities to which Annex 12 of the Prospectus Directive Regulation applies, it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)]

6 [Fixed Rate Notes only – YIELD

Indication of yield:

[•]

Calculated as [include details of method of calculation in summary form] on the Issue Date.

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.]

7 [Floating Rate Notes only - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]

8 [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.[Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer and, if the index is not composed by the Issuer, need to include details of where the information about the index can be obtained. Where the underlying is not an index, need to include equivalent information.] Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

[The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]. (Issuer need only include this paragraph where there are derivative securities and Annex XII of the Prospectus Regulation applies.)]

9 [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.] (Issuer need only include this paragraph where there are derivative securities and Annex XII of the Prospectus Regulation applies.)

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

10 [TERMS AND CONDITIONS OF THE OFFER

<i>Offer Price:</i>	[Issue Price][specify]
<i>Conditions to which the offer is subject:</i>	[Not Applicable/give details]
<i>Description of the application process:</i>	[Not Applicable/give details]
<i>Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:</i>	[Not Applicable/give details]
<i>Details of the minimum and/or maximum amount of application:</i>	[Not Applicable/give details]
<i>Details of the method and time limits for paying up and delivering the Notes:</i>	[Not Applicable/give details]
<i>Manner in and date on which results of the offer are to be made public:</i>	[Not Applicable/give details]
<i>Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:</i>	[Not Applicable/give details]
<i>Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries⁶:</i>	[Not Applicable/give details]
<i>Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:</i>	[Not Applicable/give details]
<i>Amount of any expenses and taxes specifically charged to the subscriber or purchaser:</i>	[Not Applicable/give details]
<i>Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.</i>	[None/give details]

11 [Derivatives only – OTHER INFORMATION CONCERNING THE SECURITIES TO BE OFFERED]/[ADMITTED TO TRADING]]⁷

Name of the issuer of the underlying security:	[•]
ISIN Code:	[•]
Underlying interest rate:	[•]
Relevant weightings of each underlying in the basket:	[•]
Adjustment rules in relation to events concerning the underlying:	[•]
Source of information relating to the [Index]/[Indices]:	[•]

⁶ If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

⁷ Required for derivative securities.

Place where information relating to the [Index]/[Indices] can be obtained:	[•]
Name and address of entities which have a firm commitment to act as intermediaries in secondary trading:	[•]
Details of any market disruption/settlement disruption events affecting the underlying:	[•]
Exercise price/find reference price of underlying:	[•]
Details of how the value of the investment is affected by the value of the underlying instrument(s):	[•]
Details of settlement procedure of derivative securities:	[•]
Details of how any return on derivative securities takes place, payment or delivery date, and manner of calculation:	[•]
Details of any post-issuance information to be provided (<i>only in the case of Derivatives Instruments</i>). Details of any post-issuance information relating to the underlying to be provided and where such information can be obtained:	[•]

12 [PLACING AND UNDERWRITING]⁸

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer: ²	[•]
Name and address of any paying agents and depositary agents in each country (in addition to the Principal Paying Agent):	[•]
Names and addresses of entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements: ⁹	[•]
When the underwriting agreement has been or will be reached:	[•]

13 OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility	[[•]Yes]/[No]/[Not Applicable]. [Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] <i>[include this</i>
--	---

⁸ To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

⁹ Where not all of the issue is underwritten, a statement of the portion not covered.

text for registered notes only] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][*Include this text if “yes” selected, in which case bearer Notes must be issued in NGN form - not applicable to French Law Notes]*

ISIN Code: [•]

Common Code: [•]

Depositories:

(i) Euroclear France to act as Central Depository [Yes/No]

(ii) Common Depository for Euroclear and Clearstream Luxembourg [Yes/No]

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

Delivery: Delivery [against/free of] payment

Names and addresses of [initial Paying] Agent[s] appointed in respect of the Notes (if any): [•]

Names and addresses of [additional Paying] Agent[s] appointed in respect of the Notes (if any): [•]

14 POST-ISSUANCE INFORMATION CONCERNING THE UNDERLYING

[An indication in the Final Terms whether or not the issuer intends to provide post-issuance information. Where the issuer has indicated that it intends to report such information, the issuer shall specify in the Final Terms what information will be reported and where such information can be obtained.]

FORM OF FINAL TERMS
FOR NOTES WITH A DENOMINATION OF AT LEAST €[100,000/50,000]¹

Final Terms dated [●]

[Logo, if document is printed]

NATIXIS

Euro 45,000,000,000

Medium Term Notes
and other Debt Instruments Programme

SERIES NO: [●]

TRANCHE NO: [●]

[Brief description and Amount of Notes]

Issued by NATIXIS (the “Issuer”)

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [●] [and the supplement(s) to the Base Prospectus dated [●] [which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”)) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive] and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement(s) to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents [and on the website of the Luxembourg Stock Exchange (www.bourse.lu)] and copies may be obtained from the office of NATIXIS at 47, quai d’Austerlitz, 75013 Paris, France.

The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus/an Offering Circular] with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement(s) to the Base Prospectus/Offering Circular dated [●]]. This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC as amended by Directive 2010/73/EC (the “**2010 PD Amending Directive**”)) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement(s) to the Base Prospectus dated [●], which [together] constitute[s] a base prospectus [for the purposes of the Prospectus Directive], save in respect of the Conditions which are extracted from the [Base

¹ This Form of Final Terms is to be used for Notes with a denomination of at least €50,000 if the Issue Date is on or prior to 30 December 2010, being the date of entry into force of Directive 2010/73/EU (the “**2010 PD Amending Directive**”). Thereafter, this Form of Final Terms is to be used for Notes with a denomination of at least €100,000 if the 2010 PD Amending Directive has been implemented in the Relevant Member State.

Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus/Offering Circular dated [●]] and are attached hereto. 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 [Base Prospectus/Offering Circular] dated [original date] [and the supplement(s) to the Base Prospectus/Offering Circular dated [●]] and the Base Prospectus dated [current date] [and the supplement(s) to the Base Prospectus dated [●]]. The [Base Prospectus/Offering Circular] [and the supplement(s) to the Base Prospectus/Offering Circular] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents [and on the website of the Luxembourg Stock Exchange (www.bourse.lu)] and copies may be obtained from the office of NATIXIS at 47, quai d'Austerlitz, 75013 Paris, France.

[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 Final Terms.]

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

[In the case of Notes which may not benefit from the ruling (rescrit) 2010/11 (FP and FE) of the French tax authorities dated 22 February 2010, it will be necessary to make additional modifications to the terms of these Final Terms.]

- | | | |
|----------|--|---|
| 1 | (i) Issuer: | NATIXIS |
| | [(ii) Notes to be issued through New York Branch:] | [Yes
<i>Delete if Not Applicable - not applicable in respect of French Law Notes</i>] |
| | (iii) Type of Note: | [English/French] Law Note |
| 2 | (i) Series Number: | [●] |
| | (ii) Tranche Number: | [●] |
| | <i>[(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)]</i> | |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount of Notes admitted to trading: | |
| | (i) Series: | <i>[For settlement in nominal: [●]]</i>
<i>[For settlement unit by unit: [●] being the equivalent of [●] Notes]</i> |
| | (ii) Tranche: | <i>[For settlement in nominal: [●]]</i>
<i>[For settlement unit by unit: [●] being the equivalent of [●] Notes]</i> |
| 5 | Issue Price: | <i>[For settlement in nominal: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]]</i>
<i>[For settlement unit by unit: [●] being the equivalent of [●] per cent. of the [Aggregate</i> |

		Nominal Amount]/[Specified Denomination] [plus accrued interest from [insert date] (if applicable)]
6	(i) Specified Denomination(s):	<p>[For settlement in nominal: [●]] (one denomination only for Dematerialised Notes)</p> <p>[For settlement unit by unit: [●] being the equivalent of one Note]</p> <p>[Note - where multiple denominations above €[100,000/50,000] (or equivalent) are being used, the following sample wording should be followed: [€[100,000/50,000]] and integral multiples of [€1,000] in excess thereof [up to and including [€[199,000/99,000]]]. No notes in definitive form will be issued with a denomination above [€[199,000/99,000]]².]</p> <p>[Notes [(including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and] which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).]</p>
	(ii) Calculation Amount:	<p>[For settlement in nominal: [●]]</p> <p>For settlement unit by unit: [●] being the equivalent of one Note]</p> <p>[If only one Specified Denomination, insert the Denomination. If more than one Specified Denomination, insert the highest common factor by which the multiple denominations may be divided (e.g. €1,000 in the case of €51,000, €52,000 or €53,000)] [Note: There must be a common factor in the case of two or more Specified Denominations]</p> <p>[In respect of French Law Notes: the Denomination]</p>
7	[(i)] Issue Date:	[●]
	[(ii)] Interest Commencement Date	[Specify/Issue Date/Not Applicable]
8	Maturity Date:	[Specify date or (for Floating Rate Notes and Index-Linked Notes) Specified Interest Payment Date falling in or nearest to the relevant month and year]
9	Interest Basis:	<p>[[●] % Fixed Rate]</p> <p>[[specify reference rate] [+/-] [●] % Floating Rate]</p>

² Delete if notes being issued are in registered form.

- [Zero Coupon]
[Index Linked Interest]
[Other (*specify*)]
(Further particulars specified below)
- 10 Redemption/Payment Basis³:** [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (*specify*)]
- 11 Change of Interest or Redemption/Payment Basis:** [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
- 12 Put/Call Options:** [Redemption at the Option of Noteholders]
[Redemption at the Option of the Issuer]
[(Further particulars specified below)]
- 13 (i) Status of the Notes:** [Senior/[Dated/Undated] [Ordinary/Deeply Subordinated] (*If subordinated, specify [Senior/Subordinated] interest and insert applicable provisions*)]
- (ii) Dates of the corporate authorisations for issuance of the Notes: [•]
- 14 Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 Fixed Rate Note Provisions:** [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]
- (ii) Specified Interest Payment Date(s): [•] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [•] [per Calculation Amount [(*in respect of English Law Notes*)]/[•] per [•] in nominal amount [(*in respect of French Law Notes*)]]
- (iv) Broken Amount(s): [•] [per Calculation Amount [(*in respect of English Law Notes*)]/[•] per [•] in nominal amount [(*in respect of French Law Notes*)], payable on the

³ If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

	Specified Interest Payment Date falling [in/on] [●]] <i>[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]]</i>
(v) Day Count Fraction:	[●] [30/360/Actual/Actual (-ICMA /- ISDA)/Actual/365 (Fixed)/Actual/360/30E/360/other (see Condition 5 for alternatives)]
(vi) Determination Dates:	[Not applicable/[●] in each year (<i>insert regular interest payment dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)</i>)]
(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/ <i>give details</i>]
16 Floating Rate Note Provisions:	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
(i) Interest Period(s):	[●]
(ii) Specified Interest Payment Date(s):	[●]
(iii) [First Interest Payment Date:	[●]]
(iv) [Interest Period Date:	[●]
	(Not applicable unless different from Specified Interest Payment Date)]
(v) Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ other (<i>give details</i>)]
(vi) Business Centre(s) (<i>Condition 5(k)</i>):	[●]
(vii) Manner in which the Rate(s) of Interest is/are to be determined [(including/excluding Rate(s) of Interest on overdue amounts after the Maturity Date or the date set for early redemption)]:	[Screen Rate Determination/ISDA Determination/ other (<i>give details</i>)]
(viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[●]
(ix) Screen Rate Determination (<i>Condition 5(c)(B)</i>):	
– Relevant Rate:	[●]
– Relevant Time:	[●]
– Interest Determination Date(s):	[[●] <i>[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Specified Interest</i>

	<i>Payment Date]</i>
– Primary Source for Floating Rate:	<i>[Specify relevant Page or “Reference Banks”]</i>
– Reference Banks (if Primary Source is “Reference Banks”):	<i>[Specify four]</i>
– Business Centre:	<i>[the financial centre most closely connected to the Benchmark]</i>
– Benchmark:	<i>[EURIBOR/LIBOR/LIBID/LIMEAN/or other benchmark]</i>
– Representative Amount:	<i>[Specify if screen or reference bank quotations are to be given in respect of a transaction of a specified notional amount]</i>
– Effective Date:	<i>[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]</i>
– Specified Duration:	<i>[Specify period for quotation if not duration of Interest Accrual Period]</i>
(x) ISDA Determination (<i>Condition 5(c)(A)</i>):	
– Floating Rate Option:	<i>[•]</i>
– Designated Maturity:	<i>[•]</i>
– Reset Date:	<i>[•]</i>
– ISDA Definitions:	<i>[Specify definitions if different from those set out in the Conditions]</i>
(xi) Margin(s):	<i>[+/-][•] per cent. per annum</i>
(xii) Minimum Rate of Interest:	<i>[Zero/Not applicable/[•] per cent. per annum]</i>
(xiii) Maximum Rate of Interest:	<i>[Not applicable/[•] per cent. per annum]</i>
(xiv) Day Count Fraction:	<i>[Actual/Actual - (ISDA)/ICMA Actual/365 (Fixed) Actual/360 30/360 30E/360 30E/360(ISDA) other] (See Condition 5 for alternatives)]</i>
(xv) Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	<i>[Not applicable/[•]]</i>
17 Zero Coupon Note Provisions:	<i>[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Amortisation Yield:	<i>[•] per cent. per annum</i>
(ii) Any other formula/basis of determining amount payable:	<i>[•]</i>

18	Index-Linked Interest Note/other variable-linked interest Note Provisions:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Index/Formula/other variable [(including on overdue amounts after Maturity Date or date set for early redemption)]:	[Give or annex details/see paragraph [31/32/33/34/35] below (if applicable)]
	(ii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[•]
	(iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable:	[•] <i>(Need to include a description of market disruption or settlement disruption events and adjustment provisions)</i>
	(iv) Interest Determination Date(s):	[•]
	(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•] <i>(Need to include a description of market disruption or settlement disruption events and adjustment provisions)</i>
	(vi) Interest Period(s):	[•]
	(vii) Specified Interest Payment Date(s):	[•]
	(viii) Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
	(ix) Business Centre(s) (<i>Condition 5(k)</i>):	[•]
	(x) Minimum Rate of Interest:	[•] per cent. per annum
	(xi) Maximum Rate of Interest:	[•] per cent. per annum
	(xii) Day Count Fraction:	[•]
19	Dual Currency Note Provisions⁴	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Rate of Exchange/method of calculating Rate of Exchange:	[give details]
	(ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent):	[•]
	(iii) Provisions applicable where calculation by reference to Rate of Exchange is impossible or impracticable:	[Need to include a description of market disruption or settlement disruption events and adjustment provisions.]

⁴ If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with .

- (iv) Person at whose option Specified [●]
Currency(ies) is/are payable:

PROVISIONS RELATING TO REDEMPTION

- 20 Redemption at the Option of the Issuer:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
- (b) Maximum Redemption Amount: [●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
- (iv) Notice period (if other than as set out in the Conditions): [●]
- 21 Redemption at the Option of Noteholders:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
- (iii) Notice period (if other than as set out in the Conditions): [●]
- 22 Final Redemption Amount of each Note:⁵** [[●] [per Calculation Amount [(in respect of English Law Notes)]/[●] per [●] in nominal amount [(in respect of French Law Notes)]]
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [Give or annex details/See paragraph [31/32/33/34/35] below (if applicable)]
- (ii) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent): [●]
- (iii) Provisions for determining Final [●]

⁵ If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:

- (iv) Determination Date(s): [•]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (vi) Payment Date: [•]
- (vii) Minimum Final Redemption Amount: [•][per Calculation Amount [(in respect of English Law Notes)]/[•] per [•] in nominal amount [(in respect of French Law Notes)]]
- (viii) Maximum Final Redemption Amount: [•][per Calculation Amount [(in respect of English Law Notes)]/[•] per [•] in nominal amount [(in respect of French Law Notes)]]

23 Early Redemption Amount⁶:

- (i) Early Redemption Amount(s) per Calculation Amount (in respect of English Law Notes) or nominal amount (in respect of French Law Notes) payable on redemption for taxation reasons (*Condition 6(b)*) or on Event of Default (*Condition 10(a) Senior Notes*) or in case of redemption for illegality (*Condition 6(j)*) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [•]
[As set out in the Conditions [(save that no accrued interest shall be payable in respect of any date other than a Specified Interest Payment Date)]]
- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates (*Condition 6(b)*) [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (*Condition 7(g)*) [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 24 Form of Notes/Certificates: [Bearer Notes/Exchangeable Bearer Notes/Registered Notes/ Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*)
[Delete as appropriate]
- Temporary or permanent Global [Temporary Global Note/Certificate exchangeable]

⁶ If the Final Redemption Amount is other than 100 per cent. of the nominal value, the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

Note/Certificate:	<p>for a permanent Global Note/Certificate which is exchangeable for Definitive Notes/Certificates in the limited circumstances specified in the permanent Global Note/Certificate]</p> <p>[Temporary Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice]</p> <p>[Permanent Global Note/Certificate exchangeable for Definitive Notes/Certificates in the limited circumstances specified in the permanent Global Note/Certificate]</p> <p><i>(Not applicable to French Law Notes)</i></p>
Form of Dematerialised Notes:	[Not Applicable/specify whether Bearer dematerialised form (<i>au porteur</i>)]/Administered Registered dematerialised form (<i>au nominatif administré</i>)] Fully Registered dematerialised form (<i>au nominatif pur</i>)]
Registration Agent:	<p>[Not Applicable/if Applicable give name and details]</p> <p><i>(Note that a Registration Agent must be appointed in relation to Dematerialised Notes in fully registered form only)</i></p>
Temporary Global Certificate:	<p>[Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [●] (the “Exchange Date”), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]</p> <p><i>(Only applicable to French Law Materialised Notes)</i></p>
25 New Global Note:	[Yes]/[No]*** <i>[Not applicable for French Law Notes]</i>
26 Financial Centre(s) (Condition 7(i)) or other special provisions relating to Payment Dates:	<p>[Not Applicable/give details.</p> <p>Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15(ii), 16(ii) and 18(vii) relate]</p>
27 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No/Not Applicable. <i>If yes, give details</i>]
28 Details relating to Partly Paid Notes: Amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to	[Not Applicable/give details]

*** You should only elect “yes” opposite “New Global Note” if you have elected “yes” to the Section in Part B under the heading “Operational Information” entitled “Intended to be held in a manner which would allow Eurosystem eligibility”(Not applicable to French Law Notes).

	pay[, including any right of the Issuer to forfeit the Notes and interest due on late payment]:	
29	Details relating to Instalment Notes: Amount of each instalment, date on which each payment is to be made:	[Not Applicable/give details]
30	Redenomination, renominalisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 1] [annexed to these Final Terms] apply]
31	Consolidation provisions:	[Not Applicable/The provisions [in Condition 14] [annexed to these Final Terms] apply]
32	Purchase and cancellation:	[Not Applicable/Notes purchased by the Issuer in accordance with Condition 6(i) must be cancelled.]
33	Representation of holders of French Law Notes - Masse:	[Applicable/Not Applicable/Condition 11(b) replaced by the full provisions of French <i>Code de commerce</i> relating to the Masse/The initial Representative is: [●], the alternate Representative is: [●]. The Representative [will not be remunerated]/[will receive Euro [●] per year]] (<i>Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11(b) may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11(b) must be waived in its entirety and replaced by the provisions of French Code de commerce relating to the Masse. If Condition 11(b) (as it may be amended or supplemented) applies or if the full provisions of French Code de commerce apply, insert details of the initial Representative and the alternate Representative and remuneration, if any.)</i> (For French Law Notes only)
34	Further provisions applicable to Equity Linked Notes (single share):	[Not] Applicable (If Not Applicable, delete the remaining sub-paragraphs of this paragraph)
	(i) Company:	[specify]
	(ii) Share:	[If the Share is neither a DR nor a Unit in an ETF, [specify] and delete the sub-paragraphs of this paragraph] [If the Share is a DR or a Unit in an ETF, [specify] (see below Additional Provisions)], fill in the relevant sub-paragraph of this paragraph and delete the other sub-paragraph]
	Additional Provisions for Depositary Receipt:	DR Sponsor: [specify] DR Currency: [specify] Condition 18(f)(F): [Applicable/Not Applicable]

Additional Provisions for Exchange
Traded Fund:

	ETF Adviser: <i>[specify]</i>
	ETF Administrator: <i>[specify]</i>
	ETF Underlying Index: [Not Applicable/ <i>specify</i>]
	ETF Minimum Tradable Quantity: [Not Applicable/ <i>specify</i>]
	Condition 18(f)(G) [Applicable/Not Applicable]
(iii) Exchange:	<i>[specify]</i>
(iv) Related Exchange:	<i>[specify]</i>
(v) Initial Price:	<i>[specify/See definition in Condition 18]</i>
(vi) Barrier Price:	[Not Applicable/ <i>specify</i>]
(vii) Knock-in Event:	[Not Applicable/ <i>specify</i>]/[“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Knock-in Price:	<i>[specify]</i>
(b) Knock-in Period Beginning Date:	<i>[specify]</i>
(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-in Period Ending Date:	<i>[specify]</i>
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-in Valuation Time:	<i>[specify/See definition in Condition 18]</i>
(viii) Knock-out Event:	[Not Applicable/ <i>specify</i>]/ [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Knock-out Price:	<i>[specify]</i>
(b) Knock-out Period Beginning Date:	<i>[specify]</i>
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-out Period Ending Date:	<i>[specify]</i>
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-out Valuation Time:	<i>[specify/See definition in Condition 18]</i>
(ix) Automatic Early Redemption Event:	[Not Applicable/ <i>specify</i>]/ [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]] <i>(If not applicable, delete the remaining sub-</i>

	paragraphs of this paragraph)
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 18]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Price:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(x) Range Accrual:	[Not Applicable/Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Reference Dates:	[specify]
(b) Triggering Day:	[specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(c) Trigger Price:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 18]
(xi) Strike Date:	[Not Applicable/specify]
(xii) Averaging Dates:	[Not Applicable/specify]
(xiii) Valuation Date(s):	[Not Applicable/specify]
(xiv) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: specify/See definition in Condition 18]
(xv) Valuation Time:	[specify/See definition in Condition 18]
(xvi) Redemption by Physical Delivery:	[Not Applicable/Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Relevant Number of Shares:	[specify]
(b) Integral Number of Shares:	[specify]
(c) Residual Number of Shares:	[specify]
(d) Ultimate Final Price:	[specify/See definition in Condition 18]
(e) Prevailing Exchange Rate:	[Not Applicable/specify]
(f) Physical Delivery Rounding Convention:	[specify/See definition in Condition 18]
(g) Notes to be aggregated for the purposes of determining the number of Shares to be delivered:	[Not Applicable/Applicable]

	(xvii) Minimum Percentage:	[specify/See definition in Condition 18]
	(xviii) Exchange Rate:	[Not Applicable/specify] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(a) Exchange Rate Determination Date:	[Not Applicable/specify]
	(b) Exchange Rate Business Day:	[Not Applicable/specify]
	(xix) Other provisions:	[Not Applicable /specify]
35	Further provisions applicable to Index Linked Notes (single index):	[Not] Applicable (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(i) Type:	[[Single/Multi] Exchange Index Linked Notes]
	(ii) Index:	[specify]
	(iii) Index Sponsor:	[specify]
	(iv) Exchange(s):	[specify]
	(v) Related Exchange(s):	[specify/See definition in Condition 19]
	(vi) Initial Level:	[Not Applicable/specify]
	(vii) Barrier Level:	[Not Applicable/specify]
	(viii) Knock-in Event:	[Not Applicable/specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(a) Knock-in Level:	[specify]
	(b) Knock-in Period Beginning Date:	[specify]
	(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(d) Knock-in Period Ending Date:	[specify]
	(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(f) Knock-in Valuation Time:	[specify/See definition in Condition 19]
	(ix) Knock-out Event:	[Not Applicable/specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(a) Knock-out Level:	[specify]
	(b) Knock-out Period Beginning Date:	[specify]
	(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
	(d) Knock-out Period Ending Date:	[specify]
	(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]

(f) Knock-out Valuation Time	[specify/See definition in Condition 19]
(x) Automatic Early Redemption Event:	[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 19]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Level:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xi) Range Accrual:	[Not Applicable/Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Reference Dates:	[specify]
(b) Triggering Day:	[specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(c) Trigger Level:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 19]
(xii) Strike Date:	[Not Applicable/specify]
(xiii) Averaging Dates:	[Not Applicable/specify]
(xiv) Observation Period(s):	[Not Applicable/specify]
(xv) Valuation Date(s):	[Not Applicable/specify]
(xvi) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: specify/See definition in Condition 19]
(xvii) Valuation Time:	[specify/See definition in Condition 19]
(xviii) Exchange Rate:	[Not Applicable/specify] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) Exchange Rate Determination Date:	[Not Applicable/specify]
(b) Exchange Rate Business Day:	[Not Applicable/specify]
(xix) Other provisions:	[Not Applicable/specify e.g. if any further provisions applicable to Commodity Linked Notes]

36 Further provisions applicable to Equity Linked Notes (share basket):

- (i) Company: [Not] Applicable
(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- (ii) Share: [See table set forth in annex hereto]
[See table set forth in annex hereto]
*[If the Basket comprises DR(s) or Unit in ETF(s) specify in the table set forth in annex respectively:
- in respect of any Depositary Receipt
DR Sponsor: [specify]
DR Currency: [specify]
Condition 20(f)(G)): [Applicable/Not Applicable]
- in respect of any Exchange Traded Fund:
ETF Adviser: [specify]
ETF Administrator: [specify]
ETF Underlying Index: [Not Applicable/specify]
ETF Minimum Tradable Quantity: [Not Applicable/specify]
Condition 20(f)(G)]: [Applicable/Not Applicable]
For each Share in the Basket:
[Not Applicable/See table set forth in annex hereto/specify]*
- (iii) Weightings: [See table set forth in annex hereto]
- (iv) Exchange: [See table set forth in annex hereto]
- (v) Related Exchange: [See table set forth in annex hereto/See definition in Condition 20]
- (vi) Separate Valuation: [Applicable/Not Applicable]
- (vii) Initial Price: [specify]
- (viii) Barrier Price: [specify]
- (ix) Knock-in Event: [Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Knock-in Price: [specify]
- (b) Knock-in Period Beginning Date: [specify]
- (c) Knock-in Period Beginning Date Scheduled Trading Day Convention: [Not Applicable/Applicable]
- (d) Knock-in Period Ending Date: [specify]
- (e) Knock-in Period Ending Date Scheduled Trading Day Convention: [Not Applicable/Applicable]
- (f) Knock-in Valuation Time: [specify/See definition in Condition 20]
- (x) Knock-out Event: [Not Applicable/specify ["greater than"/"greater

	than or equal to”/“less than”/“less than or equal to”]]
	<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(a) Knock-out Price:	[specify]
(b) Knock-out Period Beginning Date:	[specify]
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-out Period Ending Date:	[specify]
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(f) Knock-out Valuation Time:	[specify/See definition in Condition 20]
(xi) Automatic Early Redemption Event:	[Not Applicable/specify [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
	<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(a) Automatic Early Redemption Amount:	[specify/See definition in Condition 20]
(b) Automatic Early Redemption Date(s):	[specify]
(c) Automatic Early Redemption Price:	[specify]
(d) Automatic Early Redemption Rate:	[specify]
(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xii) Range Accrual:	[Not Applicable/Applicable]
	<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(a) Reference Dates:	[specify]
(b) Triggering Day:	[specify[“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(c) Trigger Price:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 20]
(xiii) Strike Date:	[Not Applicable/specify]
(xiv) Averaging Dates:	[Not Applicable/specify]
(xv) Observation Period(s):	[Not Applicable/specify]
(xvi) Valuation Date(s):	[Not Applicable/specify]
(xvii) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation

	Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: <i>specify/See definition in Condition 20]</i>
(xviii) Valuation Time:	<i>[specify/See definition in Condition 20]</i>
(xix) Minimum Percentage:	<i>[specify/See definition in Condition 20]</i>
(xx) Exchange Rate:	[Not Applicable/specify] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xxi) (a) Exchange Rate Determination Date:	[Not Applicable/specify]
(xxii) (b) Exchange Rate Business Day:	[Not Applicable/specify]
(xxiii) Other provisions:	[Not Applicable/specify]
37 Further provisions applicable to Index	[Not] Applicable
(Linked Notes (index basket):	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Index:	[See table set forth in annex hereto]
(ii) Weightings:	<i>For each Index in the Basket:</i> [Not Applicable/See table set forth in annex hereto/specify]
(iii) Index Sponsor:	[See table set forth in annex hereto]
(iv) Exchange(s):	[See table set forth in annex hereto]
(v) Related Exchange(s):	[See table set forth in annex hereto]
(vi) Separate Valuation:	[Applicable/Not Applicable]
(vii) Initial Level:	[Not Applicable/specify]
(viii) Barrier Level:	[Not Applicable/specify]
(ix) Index Performance:	[Not Applicable/specify]
(x) Knock-in Event:	[Not Applicable/specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xi) (a) Knock-in Level:	<i>[specify]</i>
(xii) (b) Knock-in Period Beginning Date:	<i>[specify]</i>
(xiii) (c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(d) Knock-in Period Ending Date:	<i>[specify]</i>
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xiv) (f) Knock-in Valuation Time:	<i>[specify/See definition in Condition 21]</i>
(xv) Knock-out Event:	[Not Applicable/specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]

	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xvi) (a) Knock-out Level:	[specify]
(xvii) (b) Knock-out Period Beginning Date:	[specify]
(xviii) (c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xix) (d) Knock-out Period Ending Date:	[specify]
(xx) (e) Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable/Applicable]
(xxi) (f) Knock-out Valuation Time:	[specify/See definition in Condition 21]
(xxii) Automatic Early Redemption Event:	[Not Applicable/specify[“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xxiii) (a) Automatic Early Redemption Amount:	[specify/See definition in Condition 21]
(xxiv) (b) Automatic Early Redemption Date(s):	[specify]
(xxv) (c) Automatic Early Redemption Level:	[specify]
(xxvi) (d) Automatic Early Redemption Rate:	[specify]
(xxvii) (e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
(xxviii) (f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
(xxix) (g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xxx) Range Accrual:	[Not Applicable/Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(xxxi) (a) Reference Dates:	[specify]
(xxxii) (b) Triggering Day:	[specify[“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(xxxiii) (c) Triggering Index:	[Not Applicable/specify]
(xxxiv) (d) Trigger Level:	[specify]
(xxxv) (e) Trigger Valuation Time:	[specify/See definition in Condition 21]
(xxxvi) Strike Date:	[Not Applicable/specify]
(xxxvii) Observation Period(s):	[Not Applicable/specify]
(xxxviii) Averaging Dates:	[Not Applicable/specify]

(xxxix) Valuation Date(s):	[Not Applicable/specify]
(xl) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates] [and/or Automatic Early Redemption Dates]: <i>specify/See definition in Condition 21</i>]
(xli) Valuation Time:	[specify/See definition in Condition 21]
(xlii) Exchange Rate:	[Not Applicable/specify] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(xliii) (a) Exchange Rate Determination Date:	[Not Applicable/specify]
(xliv) (b) Exchange Rate Business Day:	[Not Applicable/specify]
(xlv) Other provisions:	[Not Applicable/specify e.g. if any further provisions applicable to Index Linked Notes are applicable to any component(s) of the Index]
38 Further provisions applicable to Commodity Linked Notes (single commodity):	[Not Applicable/Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Commodity:	[specify] [Bullion (if applicable)]
(ii) Exchange:	[Not Applicable/specify]
(iii) Related Exchange:	[Not Applicable/specify]
(iv) Commodity Reference Price Sponsor:	[Not Applicable/specify]
(v) Commodity Reference Price:	[Specify, including relevant Price Source e.g. Exchange, Commodity Reference Price Sponsor or other information provider/Commodity Reference Dealers] [If Commodity Reference Dealers, specify four Reference Dealers or Bullion Reference Dealers, as applicable: [Bullion] Reference Dealers:]
(vi) Specified Price:	[Specify relevant type of price including relevant time if applicable]
(vii) Price Materiality Percentage:	[Not Applicable/specify]
(viii) Initial Price:	[Not Applicable/specify]
(ix) Barrier Price:	[Not Applicable/specify]
(x) Commodity Performance:	[Not Applicable/specify]
(xi) Knock-in Event:	[Not Applicable/specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Knock-in Price:	[specify]

- (b) Knock-in Period Beginning Date: [specify]
- (c) Knock-in Period Beginning Date
Scheduled Trading Day Convention: [specify]
- (d) Knock-in Period Ending Date: [specify]
- (e) Knock-in Period Ending Date
Scheduled Trading Day Convention: [specify]
- (f) Knock-in Valuation Time: [specify]
- (xii) Knock-out Event: [Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (a) Knock-out Price: [specify]
 - (b) Knock-out Period Beginning Date: [specify]
 - (c) Knock-out Period Beginning Date
Scheduled Trading Day Convention: [specify]
 - (d) Knock-out Period Ending Date: [specify]
 - (e) Knock-out Period Ending Date
Scheduled Trading Day Convention: [specify]
 - (f) Knock-out Valuation Time: [specify]
- (xiii) Automatic Early Redemption Event: [Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (a) Automatic Early Redemption Amount: [specify/See definition in Condition 23]
 - (b) Automatic Early Redemption Date(s): [specify]
 - (c) Automatic Early Redemption Level: [specify]
 - (d) Automatic Early Redemption Rate: [specify]
 - (e) Automatic Early Redemption Valuation Date(s): [Not Applicable/Applicable: specify]
 - (f) Automatic Early Redemption Averaging Dates: [Not Applicable/Applicable: specify]
 - (g) Automatic Early Redemption Observation Period(s): [Not Applicable/Applicable: specify]
- (xiv) Range Accrual: [Not Applicable/Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (a) Reference Dates: [specify]
 - (b) Triggering Day: [specify["greater than"/"greater than or equal

	to”/“less than”/“less than or equal to”]]
(c) Trigger Level:	[specify]
(d) Trigger Valuation Time:	[specify/See definition in Condition 23]
(xv) Strike Date:	[Not Applicable/specify]
(xvi) Averaging Dates:	[specify]
(xvii) Observation Period(s):	[Not Applicable/specify]
(xviii) Valuation Date(s):	[specify]
(xix) Specific Number(s):	[In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates]: [specify/As defined in the Conditions]]
(xx) Valuation Time:	[specify/As defined in the Conditions]
(xxi) Exchange Rate:	[Not Applicable/specify] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Exchange Rate Determination Date:	[Not Applicable/specify]
(b) Exchange Rate Business Day:	[Not Applicable/specify] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(xxii) Other provisions:	[Not Applicable/specify]
39 Further provisions applicable to Commodity Linked Notes (basket of commodities):	[Not Applicable/Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Commodities:	For each Commodity in the Basket: [specify] [Bullion (if applicable)]
(ii) Weightings:	For each Commodity in the Basket: [Not Applicable/See table set forth in annex hereto/specify]
(iii) Basket:	[specify] [Single/Multi] Exchange Basket
(iv) Exchange:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
(v) Related Exchange:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
(vi) Commodity Reference Price Sponsor:	[Not Applicable/Specify for each Commodity in the Basket if applicable]
(vii) Commodity Reference Price:	For each Commodity in the Basket: [Specify, including relevant Price Source e.g. Exchange, Commodity Reference Price Sponsor or other information provider/Commodity Reference Dealers] [If Commodity Reference Dealers, specify four Reference Dealers or Bullion Reference Dealers, as applicable: [Bullion] Reference Dealers:]

(viii) Specified Price:	<i>[Specify relevant type of price including relevant time if applicable for all Commodities in the Basket, otherwise, specify for each Commodity]</i>
(ix) Price Materiality Percentage:	<i>[Not Applicable/Specify for each Commodity]</i>
(x) Separate Valuation:	<i>[Applicable/Not Applicable]</i>
(xi) Initial Price:	<i>[specify]</i>
(xii) Barrier Price:	<i>[specify]</i>
(xiii) Basket Performance:	<i>[Not Applicable/specify]</i>
(xiv) Commodity Performance:	<i>[Not Applicable/specify for each Commodity in the Basket if applicable]</i>
(xv) Knock-in Event:	<p><i>[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]</i></p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p>
(a) Knock-in Price:	<i>[specify]</i>
(b) Knock-in Period Beginning Date:	<i>[specify]</i>
(c) Knock-in Period Beginning Date Scheduled Trading Day Convention:	<i>[specify]</i>
(d) Knock-in Period Ending Date:	<i>[specify]</i>
(e) Knock-in Period Ending Date Scheduled Trading Day Convention:	<i>[specify]</i>
(f) Knock-in Valuation Time:	<i>[specify]</i>
(xvi) Knock-out Price:	<p><i>[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]</i></p> <p><i>(If not applicable, delete the remaining bullets of this sub-paragraph)</i></p>
(a) Knock-out Level:	<i>[specify]</i>
(b) Knock-out Period Beginning Date:	<i>[specify]</i>
(c) Knock-out Period Beginning Date Scheduled Trading Day Convention:	<i>[specify]</i>
(d) Knock-out Period Ending Date:	<i>[specify]</i>
(e) Knock-out Period Ending Date Scheduled Trading Day Convention:	<i>[specify]</i>
(f) Knock-out Valuation Time:	<i>[specify]</i>
(xvii) Automatic Early Redemption Event:	<p><i>[Not Applicable/specify ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]</i></p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p>
(a) Automatic Early Redemption Amount:	<i>[specify/See definition in Condition 24]</i>

	(b) Automatic Early Redemption Date(s):	[specify]
	(c) Automatic Early Redemption Level:	[specify]
	(d) Automatic Early Redemption Rate:	[specify]
	(e) Automatic Early Redemption Valuation Date(s):	[Not Applicable/Applicable: specify]
	(f) Automatic Early Redemption Averaging Dates:	[Not Applicable/Applicable: specify]
	(g) Automatic Early Redemption Observation Period(s):	[Not Applicable/Applicable: specify]
(xviii)	Range Accrual:	[Not Applicable/Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Reference Dates:	[specify]
	(b) Triggering Day:	[specify] [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]
	(c) Triggering Commodity:	[Not Applicable/specify]
	(d) Trigger Level:	[specify]
	(e) Trigger Valuation Time:	[specify/See definition in Condition 24]
(xix)	Strike Date:	[Not Applicable/specify]
(xx)	Averaging Dates:	[specify]
(xxi)	Observation Period(s):	[Not Applicable/specify]
(xxii)	Valuation Date(s):	[specify]
(xxiii)	Specific Number(s):	In relation to [Strike Date and/or] [Valuation Date] [and/or Averaging Dates]: [As per the Conditions/specify]
(xxiv)	Valuation Time:	[specify/As defined in the Conditions]
(xxv)	Exchange Rate:	[Not Applicable/specify] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(a) Exchange Rate Determination Date:	[Not Applicable/specify]
	(b) Exchange Rate Business Day:	[Not Applicable/specify]
(xxvi)	Other Provisions:	[Not Applicable/specify]
40	Other final terms:	[Not Applicable/give details] <i>(When adding any other final terms consideration should be given as to whether such terms constitute a “significant new factor” and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)</i>
41	Terms and Conditions of the Offer:	
	Conditions to which the offer is subject:	[•]

The time period, including any possible amendments, during which the offer will be open and description of the application process: [●]

Details of the minimum and/or maximum amount of application:⁷ [●]

Details of method and time limits for paying up and delivering securities: [●]

Manner and date in which results of the offer are to be made public: [●]

Categories of potential investors to which the securities are offered:⁸ [●]

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made: [●]

Details of any post-issuance information to be provided (*only in case of Derivative Instruments*). Details of any post-issuance information relating to the underlying to be provided and where such information can be obtained: [●]

DISTRIBUTION

- 42** (i) If syndicated, names of Managers: [Not Applicable/*give names*][The following Managers are subscribing the Notes/procuring subscribers for the Notes]
- (ii) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
- 43** **If non-syndicated, name of Dealer:** [Not Applicable/*give name*][The following Dealer is subscribing the Notes/procuring subscribers for the Notes]
- 44** **U.S. Selling Restrictions:** [Reg. S Compliance Category; TEFRA C/TEFRA D/TEFRA Not Applicable]
- 45** **Additional selling restrictions:** [Not Applicable/*give details*]
- 46** **Governing law:** [English/French] law

⁷ Whether in number of securities or aggregate amount to invest .

⁸ If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche .

GENERAL

- 47 The aggregate nominal amount of Notes [●]
 issued has been translated into Euro at the
 rate of [●] producing a sum of:**

[LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 45,000,000,000 Medium Term Notes of NATIXIS.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of NATIXIS:

Duly represented by:

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- | | |
|--|--|
| (i) Listing: | [Official List of the Luxembourg Stock Exchange]/other (<i>specify</i>)/None] |
| (ii) Admission to trading: | [Application has been made by the Issuer [(or on its behalf)] for the Notes to be admitted to trading on [the Luxembourg Stock Exchange's [Regulated Market/Euro MTF market]] [other (<i>specify</i>)] with effect from [●].] [Application is expected to be made by the Issuer [(or on its behalf)] for the Notes to be admitted to trading on [the Luxembourg Stock Exchange's/Regulated Market/Euro MTF market]] [other (<i>specify</i>)] with effect from [●].] [Not Applicable.] (<i>Where documenting a fungible issue need to indicate that original securities are already admitted to trading.</i>) |
| (iii) Estimate of total expenses related to admission to trading: | [●] |
| (iv) [Regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading:]* | (<i>Where documenting a fungible issue, need to indicate other exchanges or markets on which the original securities are already listed.</i>) |

2 [RATINGS]

- | | |
|----------|---|
| Ratings: | <p>The Notes to be issued have been rated:</p> <p>[S & P: [●]]</p> <p>[Moody's: [●]]</p> <p>[[Fitch: [●]]</p> <p>[[Other]: [●]]</p> <p>Each such credit rating agency is established in the European Union and has applied for registration under Regulation (EU) No 1060/2009 (the “CRA Regulation”), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority. 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 unless the rating is provided by a credit rating agency operating in the European Union before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration is not refused.</p> |
|----------|---|

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

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

3 [NOTIFICATION]

The *Commission de Surveillance du Secteur Financier* in Luxembourg [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

4 [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

["Save [for any fees payable to the Dealers][as discussed in "Plan of Distribution"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]/[●] *[Amend as appropriate if there are other interests.]*

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)][If no conflicts have been disclosed, delete entire section 5. If conflicts have been discussed, reference should be to the Base Prospectus under Article 16 of the Prospectus Directive.]

[If any commissions or fees relating to the issue and sale of these Notes have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (2004/39/EC) ("MiFID"), or as otherwise may apply in any non-EEA jurisdictions.

Potential investors in these Notes intending to purchase Notes through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.]]

5 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)] Reasons for the offer

[See "Use of Proceeds" wording in Base Prospectus]

(If reasons for offer are different from making profit and/or hedging certain risks, will need to include those reasons here.)

[(ii)] Estimated net proceeds:

[●]

(Principal less commissions)

(If proceeds are intended for more than one use, will need to split out and present in order of priority. If

proceeds are insufficient to fund all proposed uses, state amount and sources of other funding.)]

[(iii) Estimated total expenses:

[•] *[Include breakdown of expenses.]*

[(If the Notes are derivative securities for which Annex 12 of the Prospectus Directive Regulation applies, it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)]

6 [Fixed Rate Notes only – YIELD

Indication of yield:

[•]

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

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.]

7 [Floating Rate Notes only - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]

8 [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained. Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer, need to include details of where the information about the index can be obtained. Where the underlying is not an index, need to include equivalent information. Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

[The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]. (Issuer need only include this paragraph where there are derivative securities and Annex XII of the Prospectus Regulation applies.)]

9 [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained.]

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

10 [Derivatives only – OTHER INFORMATION CONCERNING THE SECURITIES TO BE [OFFERED]/[ADMITTED TO TRADING]]⁹

⁹ Required for derivative securities.

Name of the issuer of the underlying security:	[•]
ISIN Code:	[•]
Underlying interest rate:	[•]
Relevant weightings of each underlying in the basket:	[•]
Adjustment rules in relation to events concerning the underlying:	[•]
Source of information relating to the [Index]/[Indices]:	[•]
Place where information relating to the [Index]/[Indices] can be obtained:	[•]
Name and address of entities which have a firm commitment to act as intermediaries in secondary trading:	[•]
Details of any market disruption/settlement disruption events affecting the underlying:	[•]
Exercise price/find reference price of underlying:	[•]
Details of how the value of the investment is affected by the value of the underlying instrument(s):	[•]
Details of settlement procedure of derivative securities:	[•]
Details of how any return on derivative securities takes place, payment or delivery date, and manner of calculation:	[•]

11 [PLACING AND UNDERWRITING]

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer: ¹⁰	[•]
Name and address of any paying agents and depositary agents in each country (in addition to the Principal Paying Agent):	[•]
Names and addresses of entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements: ¹¹	[•]
When the underwriting agreement has been or will be reached:	[•]

12 OPERATIONAL INFORMATION

¹⁰ To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

¹¹ Where not all of the issue is underwritten, a statement of the portion not covered.

Intended to be held in a manner which would allow Eurosystem eligibility:

☐Yes/☐No/☐Not Applicable.

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for registered notes only]* and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][*Include this text if “yes” selected, in which case bearer Notes must be issued in NGN form - not applicable to French Law Notes*]

ISIN Code:

☐

Common Code:

☐

Depositories:

(i) Euroclear France to act as Central Depository: ☐Yes/☐No

(ii) Common Depository for Euroclear and Clearstream, Luxembourg: ☐Yes/☐No

Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):

☐Not Applicable/*give name(s) and number(s)*

Delivery:

Delivery ☐against/free of payment

Names and addresses of [initial Paying] Agent[s] appointed in respect of the Notes (if any):

☐

Names and addresses of [additional Paying] Agent[s] appointed in respect of the Notes (if any):

☐

13 POST-ISSUANCE INFORMATION CONCERNING THE UNDERLYING

[An indication in the Final Terms whether or not the issuer intends to provide post-issuance information. Where the issuer has indicated that it intends to report such information, the issuer shall specify in the Final Terms what information will be reported and where such information can be obtained.]

GENERAL INFORMATION

- (1) The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.
- (2) The creation of the Programme was authorised by the *Président* of the Issuer on 19 July 2000. To the extent that Notes issued under the Programme may constitute *obligations* under French law, the issue of such Notes by the Issuer will be authorised in accordance with French law. The issue of *obligations* by the Issuer has been authorised by a resolution of its *Conseil d'Administration* passed on 1 April 2010. The Issuer is a bank under French law and has had its application to be recognised as a European Authorised Institution approved by the *Banque de France*. The Financial Services Authority has also recognised Natixis as a European Authorised Institution, meaning it is able to accept the proceeds of Notes in the United Kingdom.
- (3) In relation to Notes issued by the Issuer with a maturity of more than one year and Notes issued through the New York Branch, with a maturity in excess of 183 days or a maturity of 183 days or less with a face amount of less than U.S.\$500,000 or its equivalent, each Bearer Note, Receipt, Coupon and Talon will bear the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 155(j) and 1287(a) of the Internal Revenue Code”. In relation to Notes issued by the Issuer through its New York Branch, with a maturity of less than 183 days and with a face amount of less than U.S.\$500,000 or its equivalent, each TEFRA Note, Receipt, Coupon and Talon will, in addition to the foregoing legend, bear the following legend: “By accepting this obligation, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code and the regulations thereunder) and that it is not acting for or on behalf of a United States person (other than an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code and the regulations thereunder).”
- (4) The Issuer has not entered into contracts outside the ordinary course of the Issuer’s business, which could result in the Issuer or any member of the Group being under an obligation or entitlement that is material to the Issuer’s ability to meet its obligation to holders of Notes in respect of the Notes being issued.
- (5) To the knowledge of the Issuer, the duties owned by the members of the *Conseil d'Administration* of the Issuer do not give rise to any potential conflicts of interest with such member’s private interests or other duties.
- (6) Except as set out on pages 188 to 189 of the 2009 Registration Document and page 90 of the 2009 First Update to the Registration Document as incorporated by reference in this Base Prospectus and in the “Recent Developments” section of this Base Prospectus (referring to claims against Natixis from the trustee for the liquidation of BMIS), there are no, nor have there been any governmental, legal or arbitration actions, suits or proceedings involving the Issuer and its subsidiaries, during the 12 months prior to the date hereof, individually or in the aggregate, a significant effect, in the context of the issue of the Notes, on the financial position or profitability of the Issuer and its subsidiaries and, to the best of the knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), no such actions, suits or proceedings are threatened or contemplated.
- (7) Except as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer and its consolidated subsidiaries (the “**Group**”) since 30 June 2010 and no material adverse change in the prospects of the Group since 31 December 2009.
- (8) Bearer Notes, Registered Notes and Materialised Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and (where applicable) Euroclear France. The Common

Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system, for each Series of Notes will be set out in the relevant Final Terms.

- (9) Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed with the Registration Agent.
- (10) From the date hereof and for so long as the Programme remains in effect or any Notes remain outstanding, the following documents (including English translations where applicable) will be available free of charge, in the case of the documents referred to in subparagraphs (v)-(vi) inclusive below, during usual business hours on any weekday (Saturdays and public holidays excepted) from the date hereof at the registered office of the Issuer and the specified office of the Fiscal Agent, the Registrar and the Paying Agents:
 - (i) the Agency Agreement (which includes the form of the Global Notes, the Definitive Notes, the Coupons, the Receipts and the Talons);
 - (ii) the Deed of Covenant;
 - (iii) the constitutive documents of the Issuer;
 - (iv) the documents incorporated herein by reference;
 - (v) a copy of this Base Prospectus or further Base Prospectus; and
 - (vi) any Final Terms.

Copies of the Base Prospectus, supplements thereto and any final terms will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

- (11) The Issuer has agreed that, for so long as any English Law Notes are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934 (the “**Exchange Act**”) nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner in each case upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act.
- (12) KPMG Audit, département de KPMG SA, Deloitte & Associés and Mazars, statutory auditors of the Issuer, have audited and rendered an unqualified audit report on the accounts of the Issuer for the years ending 31 December 2008 and 31 December 2009. The French auditors carry out their duties in accordance with the principles of *Compagnie Nationale des Commissaires aux Comptes* (CNCC).
- (13) In respect of derivative securities as defined in Article 15.2 of Commission Regulation no.809/2004, the Final Terms will indicate whether or not the relevant Issuer intends to provide post-issuance information concerning the underlying. If the relevant Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.
- (14) The business address for all members of the Board of Directors is 30, avenue Pierre Mendès France, 75013 Paris, France.

REGISTERED OFFICE OF NATIXIS

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United Kingdom

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United Kingdom

Deutsche Bank AG, London Branch

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United Kingdom

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United Kingdom

Merrill Lynch International

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United Kingdom

Mizuho International plc

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1 Friday Street
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United Kingdom

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
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United Kingdom

Natixis

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France

Natixis Funding

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France

Nomura International plc

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The Royal Bank of Scotland plc

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United Kingdom

UBS Limited
1 Finsbury Avenue
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United Kingdom

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LUXEMBOURG LISTING AGENT AND LUXEMBOURG TRANSFER AGENT**

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To the Dealers as to English, French and New York law

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