

Offering Circular dated 26 June 2013

**CLARIS LIMITED**

*(Incorporated with limited liability in Jersey)*

and

**CLARIS 2 LIMITED**

*(Incorporated with limited liability in Jersey)*

and

**CLARIS III LIMITED**

*(Incorporated with limited liability in Jersey)*

and

**CLARIS IV LIMITED**

*(Incorporated with limited liability in Jersey)*

and

**IRIS SPV PLC**

*(Incorporated with limited liability in Ireland)*

and

**IRIS II SPV LIMITED**

*(Incorporated with limited liability in Ireland)*

**EUR 20,000,000,000**

**Secured Transaction Programme**

Under the Secured Transaction Programme (the “**Programme**”) described in this offering circular (the “**Offering Circular**”), Claris Limited (“**Claris**”), Claris 2 Limited (“**Claris 2**”), Claris III Limited (“**Claris III**”), Claris IV Limited (“**Claris IV**”), Iris SPV plc (“**Iris**”) and Iris II SPV Limited (“**Iris II**”) (each, an “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue, borrow under, buy, sell or enter into financial transactions not including the guarantee by it, or its becoming obligated for, the debt of any other person or entity, but including, without limitation, a series of notes (“**Notes**”), a series of warrants (“**Warrants**”), loans (“**Loans**”), swap transactions (“**Swap Transactions**”) and options (“**Options**”), contracts for the sale and/or purchase of assets, and the incurring by the Issuer of indebtedness in forms other than Notes, or any combination of such transactions, in each case where recourse in respect of such transactions is limited to the proceeds of enforcement of the security over the assets of the Issuer on which such transactions are secured (“**Transactions**”), on the terms set out herein, as supplemented (in the case of Notes or Warrants (together, the “**Securities**”) by a memorandum supplementary hereto (each an “**Offering Circular Supplement**”) or (in the case of any other Transactions) any relevant documentation entered into in connection therewith. **The aggregate nominal amount of Notes outstanding under the Programme will not at any time exceed EUR 20,000,000,000 (or the equivalent in other currencies).**

It is intended that certain companies (each a “**Specified Issuer**”) from time to time may enter into Transactions under the Programme, denominated in any currency agreed upon by the relevant Specified Issuer and the relevant Dealers (as defined herein) subject to compliance with relevant laws, regulations and directives. In connection with the proposed entering into of Transactions by a Specified Issuer, such Specified Issuer will have executed a deed (an “**Acceptance Deed**”) agreeing to be bound by all the terms of the Principal Trust Deed (as defined herein), certain other Master Documents (as defined in the relevant Acceptance Deed) and the other documents executed pursuant to or in connection with the entering into of Transactions. The Specified Issuer will also prepare a

supplement to this Offering Circular. From and after execution and delivery of an Acceptance Deed, such Specified Issuer shall become and be treated as an “**Issuer**” for the purposes of the Master Documents and this Offering Circular.

References herein to “**Issuer**” are references to the relevant Issuer in respect of (and only to the extent of) the Transactions entered into by it and in respect of the Master Documents only to the extent that it is bound by them and such references specifically exclude any other Issuer. Each Issuer shall be bound by the Master Documents only in respect of any Transaction entered into by it and any matters relating thereto. No Issuer shall be bound by the Master Documents in respect of any Transactions entered into by any other Issuer.

Securities will each be issued in Series (as defined in “*Overview of the Programme*”) and each Series may be secured by a charge on and/or assignment of and/or other security interest over or in respect of certain transferable securities (“**Collateral Securities**”) and may also be secured by an assignment of the Issuer’s rights under a rate of interest and/or currency exchange agreement (including any applicable guarantee, a “**Swap**”), a contract under which the Issuer may agree to buy or sell securities or enter into other contractual relations (a “**Collateral Securities Agreement**”) and a credit support document (the “**Credit Support Document**”), together with such additional security, if any, as may be described in the relevant Offering Circular Supplement. The Issuer’s rights, title and interest in and under any Collateral Securities, each Swap, each Collateral Securities Agreement, each Contract, each Deposit Agreement, each Other Agreement and each Credit Support Document are referred to in this Offering Circular as “**Collateral**”. The Securities will also be secured by a charge over all sums held by the Issuing and Paying Agent or the Warrant Agent, as the case may be, and/or the Custodian (each as defined herein) to meet payments due in respect of the relevant Securities and by an assignment of the Issuer’s rights under the Agency Agreement (as defined herein). All the Issuer’s assets and rights subject to the security constituted by each Supplemental Trust Deed (as defined herein) are referred to in this Offering Circular as “**Mortgaged Property**”. The obligations of the Issuer under a Swap, a Collateral Securities Agreement and/or any other agreement under which the Issuer may incur indebtedness, grant options or incur other obligations (a “**Contract**”), as the case may be, together with claims (if any) by the Custodian and/or the Issuing and Paying Agent or the Warrant Agent, as applicable, in respect of payments made on behalf of the Issuer, will also be secured by certain assets comprised in the Mortgaged Property. Claims against the Issuer by Holders (as defined below) of the Securities of a particular Series and, if applicable, the counterparty to the relevant Swap, Collateral Securities Agreement or Contract, the Custodian, the Issuing and Paying Agent and the Warrant Agent, will be limited to the Mortgaged Property applicable to that Series.

The date of this Offering Circular, which supersedes and replaces the previous offering circular relating to the Programme dated 23 May 2012, is 26 June 2013.

**If the net proceeds of the enforcement of the Transaction Security (as defined herein) over the Mortgaged Property for each Transaction are not sufficient to make all payments then due in respect of that Transaction and, if applicable, the claims of any Other Creditors (including the Swap Counterparty under the Swap (as such terms are defined herein)), the Custodian and the Issuing and Paying Agent or the Warrant Agent, as applicable, the obligations of the Issuer will be limited to such net proceeds and any other assets of the Issuer (and any assets of any other Issuer) will not be available to meet any shortfall. The Issuer will not be obliged to make any further payment in excess of such net proceeds and no debt shall be owed by the Issuer in respect of such shortfall. No party may petition or take any other step for the winding-up of (or the appointment of an examiner to Iris or Iris II) the Issuer, or have any claim in respect of the Mortgaged Property for any other Series.**

Under the Programme, the Issuer may from time to time issue further Securities on the same terms as existing Securities and such further Securities shall be consolidated and form a single Series with such existing Securities, *provided that*, unless otherwise approved by Extraordinary Resolution of Holders (as such terms are defined herein), the Issuer provides additional assets as security for such further Securities in accordance with Condition 14 (*Further Issues*). Transactions other than Securities will

be secured in the manner described in the documentation relating thereto but, in each case, recourse against the Issuer in respect of such Transaction will be limited to the assets of the Issuer that form security for such Transactions. Transactions may be credit enhanced by a guarantee, insurance or other support agreement.

Application will be made to the Irish Stock Exchange for the Securities issued under the Programme within 12 months of this Offering Circular to be admitted to the Official List (the “**Official List**”) and trading on the Global Exchange Market of the Irish Stock Exchange (“**GEM**”). There is no guarantee that such application will be successful. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC (the “**Markets in Financial Instruments Directive**”). Application may be made for the Securities to be admitted to trading on such other or further stock exchanges or markets as may be specified in the relevant Offering Circular Supplement. Each Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any market. The relevant Offering Circular Supplement in respect of a Series will specify whether or not such Securities will be listed on GEM (or any other stock exchange). References in this Offering Circular to Securities being “listed” on the Irish Stock Exchange (and all related references) shall mean that such Securities have been admitted to trading on the GEM and have been listed on the Irish Stock Exchange. Copies of this Offering Circular and each Offering Circular Supplement will be available at the specified office set out below of the Issuer and each of the Paying Agents (as defined herein). This Offering Circular is not a prospectus prepared in compliance with the Prospectus Directive and has not been approved by a competent authority for the purposes of the Prospectus Directive (where “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant Member State of the European Economic Area which has implemented the Prospectus Directive) and “**PD Amending Directive**” means Directive 2010/73/EU).

This Offering Circular constitutes Listing Particulars (the “**Listing Particulars**”) where Securities are to be listed or admitted to trading on the GEM. Each Offering Circular Supplement will constitute supplemental listing particulars (“**Supplemental Listing Particulars**”) for such purposes. Application has been made to the Irish Stock Exchange for the approval of this document as Listing Particulars. Application may be made for the Securities to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange.

Where Securities are to be admitted to trading on the GEM, “Offering Circular” should be taken to mean “Listing Particulars”.

Each Series of Notes to be issued in global bearer form will be represented on issue by a temporary global note in bearer form (each a “**temporary Global Bearer Note**”) or a permanent global note in bearer form (each a “**permanent Global Bearer Note**” and together with the temporary Global Bearer Notes, the “**Global Bearer Notes**”). Each Series of Notes to be issued in global registered form will be represented on issue by a permanent global note in registered form, without interest coupons or principal receipts (each, a “**Global Registered Note**” and, together with the Global Bearer Notes, the “**Global Notes**”) and will be registered in the name of a nominee, or the nominee for the Common Depositary, for one or more clearing systems. Each Series of Warrants to be issued in global clearing system form will be represented on issue by a bearer clearing system global warrant (each a “**Clearing System Global Warrant**”). Each Series of Warrants to be issued in global registered form will be represented on issue by a global warrant in registered form (each a “**Global Registered Warrant**” and, together with the Clearing System Global Warrants, “**Global Warrants**”) and will be registered in the name of a nominee, or the nominee for the Common Depositary, for one or more clearing systems. The Global Warrants and the Global Notes are referred to as the “**Global Securities**” and will be deposited on the issue date with a common depositary on behalf of Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) and together with Euroclear, the “**ICSDs**”) or, in the case of Notes only, if the relevant Offering Circular Supplement indicates that (a) any temporary Global Bearer Note or permanent Global Bearer Note issued by either Iris or Iris II is intended to be in New Global Note form or (b) any Global Registered Note issued by either Iris or Iris II is intended to be in NSS Global

Registered Note form, with a common safekeeper for the ICSDs, unless otherwise specified in the relevant Offering Circular Supplement. Each Series of Notes to be issued in definitive bearer form (“**Definitive Bearer Notes**”) will be delivered on the issue date to the owner thereof or its nominee. Each Series of Notes to be issued in definitive registered form without interest coupons or principal receipts (“**Definitive Registered Notes**” and, together with the Definitive Bearer Notes, the “**Definitive Notes**”) and each Series of Warrants to be issued in definitive registered form (“**Definitive Registered Warrants**” and, together with the Definitive Notes, “**Definitive Securities**”) will be delivered on the issue date to the owner thereof or its nominee and will be registered in the name of the owner thereof or its nominee.

*The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States and trading in the Securities has not been approved by the Commodities Futures Trading Commission (the “**CFTC**”) under the United States Commodities Exchange Act, as amended (the “**CEA**”). In addition, the Issuer has not been and will not be registered as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations thereunder (the “**Investment Company Act**”), in reliance on the exemption provided by Section 3(c)(7) of the Investment Company Act and other applicable exemptions under the Investment Company Act. Accordingly, the Securities may not be offered, sold or otherwise transferred except (1) if indicated in the relevant Offering Circular Supplement, in a transaction outside the United States to persons that are not U.S. persons in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act (“**Regulation S**”) and (2) in accordance with all applicable law of the States of the United States. Prospective purchasers are hereby notified that the seller of any Securities may be relying on the exemption from the registration requirements of Section 5 of the Securities Act provided by Regulation S under the Securities Act. All purchasers of the Securities are deemed, by acceptance of the Securities, to agree that they will transfer the Securities only in the manner set forth under “Subscription and Sale” and “Selling Restrictions”. Each purchaser who purchases a beneficial interest in any Global Note or Global Warrant will be deemed to have made certain acknowledgements, representations and warranties as set forth under “Subscription and Sale” and “Selling Restrictions”. The Notes may include Notes that are in bearer form that are subject to U.S. tax law requirements. The Warrants will not be issued in bearer form.*

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR APPROVED BY, ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

THE SECURITIES DESCRIBED HEREIN ARE AVAILABLE ONLY TO INVESTORS WHO ARE (1) LOCATED OUTSIDE THE UNITED STATES, AND WHO ARE (2) NON-US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT AND RULE 4.7 UNDER THE COMMODITY EXCHANGE ACT (AS SUCH TERMS MAY BE AMENDED FROM TIME TO TIME)).

Unless specified otherwise in the relevant Offering Circular Supplement, Notes will each be represented on issue by a temporary Global Bearer Note exchangeable, in accordance with its terms, for interests in a permanent Global Bearer Note, or be in registered form only. Warrants will each be represented on issue by a Clearing System Global Warrant or be in registered form only.

Unless specified otherwise in the relevant Offering Circular Supplement, Notes in definitive form (the “**Definitive Notes**”) and Warrants in definitive form (the “**Definitive Warrants**”) will be issued in exchange for a beneficial interest in any Global Notes or Global Warrants, as applicable, only in limited circumstances. See “*Summary of Provisions relating to the Securities while in Global Form*” and “*Book-Entry Clearance Procedures*” below.

If indicated in the relevant Offering Circular Supplement, any Global Notes issued from time to time by either Iris or Iris II may be intended to be held in a manner which will allow Eurosystem eligibility. This only means that such Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. See further the section entitled “*Summary of Provisions relating to the Securities while in Global Form*” and “*Book-Entry Clearance Procedures*” below.

For a description of certain restrictions on offers and sales of Securities and on distribution of this Offering Circular, see “*Subscription and Sale*” and “*Selling Restrictions*”.

Notes to be issued under the Programme may be rated or unrated. Warrants to be issued under the Programme will be unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended by Regulation (EU) No. 513/2011 (the “**CRA Regulation**”) will be disclosed in the relevant Offering Circular Supplement. Where the amount of any Issuer's obligations is determined by reference to a market-dependent index, the ratings do not currently address the likelihood that payments will be due under the terms of the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of the rating assigned to the Notes may adversely affect the market price of the Notes.

The language of this Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

**Arranger for the Programme**

**Societe Generale Corporate & Investment Banking**

Each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II (each a “**Responsible Person**”) having made all reasonable enquiries confirms that this document contains all information with respect to each of Claris, Claris 2, Claris III, Claris IV, Iris, Iris II and the Securities that is material in the context of the issue and offering of the Securities, the statements contained in it relating to each of them and the Securities are in every material particular true and accurate and not misleading, the opinions and intentions expressed in this Offering Circular with regard to each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, there are no other facts in relation to either of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II or the Securities the omission of which would, in the context of the issue and offering of the Securities, make any statement in this Offering Circular misleading in any material respect and all reasonable enquiries have been made by each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II to ascertain such facts and to verify the accuracy of all such information and statements. Each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuers, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. Each Offering Circular Supplement will contain a statement to this effect by and in relation to the relevant Issuer or Specified Issuer.

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular and the relevant Offering Circular Supplement in connection with the issue or sale of or entering into of other Transactions and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuers or any of the Dealers or the Arranger (as defined in “*Overview of the Programme*”). Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of any of the Issuers since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of any of the Issuers since the date hereof or the date upon which this Offering Circular 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 Offering Circular and the entering into, offering or sale of the Transactions in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by each of the Issuers, the Dealers and the Arranger to inform themselves about and to observe any such restriction. In particular, no action has been taken by the Issuers, the Dealers, the Arranger or the Trustee which would permit a public offering of any of the Securities or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, none of the Securities may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.**

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of any of the Issuers or the Dealers to subscribe for, or purchase, or enter into, any Transactions.

The Arranger and the Dealers and the Trustee have not separately verified the information contained in this Offering Circular.

The Arranger and the Trustee do not make any representation, express or implied, nor do they accept any responsibility with respect to the accuracy or completeness of any of the information in this Offering Circular.

Any reference to a website in this Offering Circular is for information purposes only and the content of such website shall not form part of this Offering Circular or be construed as a document incorporated by reference.

Each potential purchaser of Securities and counterparty to Transactions should determine for itself the relevance of the information contained in this Offering Circular and its purchase of Securities and entering into of Transactions should be based upon such investigation as it deems necessary.

Neither this Offering Circular nor any Offering Circular Supplement or other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuers, the Arranger or the Dealers that any recipient of this Offering Circular or any other financial statements should subscribe for or purchase the Securities or enter into any Transaction. Each investor contemplating purchasing any of the Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the relevant Issuer.

The delivery of this Offering Circular does not at any time imply that the information contained herein concerning the Issuers is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied pursuant to the terms of the Programme or any of the Securities is correct as of any time subsequent to the date indicated in the document containing the same.

None of the Dealers, the Arranger or the Trustee undertakes to review the financial condition or affairs of any of the Issuers during the life of the Transactions contemplated by this Offering Circular, nor to advise any investor or potential investor in the Securities or counterparty to any Transaction of any information coming to the attention of the Dealers, the Arranger or the Trustee.

A copy of this document has been delivered to the Jersey Financial Services Commission (the “**Commission**”) which has given, and has not withdrawn, its consent under Article 4 of the Control of Borrowing (Jersey) Order 1958 (as amended) to the entry into and/or the issue of the Transactions by Claris, Claris 2, Claris III and Claris IV. The Commission is protected by the Control of Borrowing (Jersey) Law 1947 (as amended) against liability arising from the discharge of its functions under that law.

A copy of this document has been delivered to the Commission which has given, and has not withdrawn, its consent under the Control of Borrowing (Jersey) Order 1958 (as amended) to Iris and Iris II to issue or enter into the Transactions and to the circulation in Jersey of an offer for subscription, sale or exchange of Securities. The Commission is protected by the Control of Borrowing (Jersey) Law 1947 (as amended) against liability arising from the discharge of its functions under that law.

**A copy of this Offering Circular has been delivered to the Jersey registrar of companies in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and the registrar has given, and has not withdrawn, consent to its circulation by Claris, together with one or more Offering Circular Supplements. It must be distinctly understood that, in giving these consents, neither the Jersey registrar of companies nor the Commission takes any responsibility for the financial soundness of Claris or for the correctness of any statements made, or opinions expressed, with regard to Claris.**

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

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

Nothing in this Offering Circular or any Offering Circular Supplement or anything communicated to the holders of the Securities (the “**Holders**”) or other securities or potential Holders of the Securities or other securities by or on behalf of any Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Securities or other securities or the exercise of any rights attached thereto for the purposes of the Financial Services (Jersey) Law 1998, as amended.

**Purchasers of Securities and counterparties to Transactions should conduct such independent investigation and analysis regarding each of the Issuers, the Collateral, the security arrangements and the Transactions as they deem appropriate to evaluate the merits and risks of an investment in the Transactions.**

#### **Claris**

**With respect only to Claris, the investments described in this Offering Circular do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1988, as amended, on the basis that they are investment products designed for investors with the requisite knowledge of, and experience of investing in, such investments, who are capable of evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Jersey Financial Services Commission as suitable investments for any other type of investor.**

**Any individual intending to invest in any investment described in this document should consult his or her professional adviser and ensure that (s)he fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.**

#### **Claris 2, Claris III and Claris IV**

**With respect only to Claris 2, Claris III and Claris IV, the investments described in this Offering Circular do not constitute a collective investment fund for the purpose of the Collective Investment Funds (Jersey) Law 1998 as amended on the basis that they are investment products designed for financially sophisticated investors with specialist knowledge of, and experience of investing in, such investments, who are capable of fully evaluating the risks involved in making such investments and who have an asset base sufficiently substantial as to enable them to sustain any loss that they might suffer as a result of making such investments. These investments are not regarded by the Commission as suitable investments for any other type of investors.**

**Any individual intending to invest in any investment described in this document should consult his or her professional adviser and ensure that (s)he fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.**

**The investment considerations identified in this Offering Circular and the relevant Offering Circular Supplement (if any) are provided as general information only and the Dealers and the Arranger disclaims any responsibility to advise purchasers of Securities and counterparties to Transactions of the risks and investment considerations associated therewith as they may exist at the date hereof or as they may from time to time evolve.**

**If any potential purchaser of Securities or investor in other Transactions is in any doubt as to any aspect of this document, such potential purchaser or investor should consult its stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant, tax adviser or other professional adviser.**

**Investors should note that the value of the Securities can fluctuate.**

**In connection with the issue of any Tranche (as defined in “*Overview of the Programme*”), the Dealer or Dealers (if any) named as the Stabilising Manager(s) (the “**Stabilising Manager(s)**”) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Offering Circular Supplement may over-allot Securities or effect transactions with a view to supporting the market price of the Securities 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 such stabilisation action. Any stabilisation action may begin on or after the date on which adequate public**

disclosure of the terms of the offer of the relevant Tranche of Securities 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 Securities and 60 days after the allotment of the relevant Tranche of Securities. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

In this Offering Circular, unless otherwise specified or the context otherwise requires, references to “euro”, “EUR” and “€” are references to the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the treaty on the European Union, references to “£” or “GBP” are to the lawful currency of the United Kingdom and references to “U.S.\$”, “USD” and “\$” are references to the lawful currency of the United States of America.

### **General Notice**

EACH PURCHASER OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS SUCH NOTES OR POSSESSES OR DISTRIBUTES THIS OFFERING CIRCULAR AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF SUCH SECURITIES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE ISSUER, THE ARRANGER, THE DEALERS (OR ANY OF THEIR AFFILIATES) OR THE TRUSTEE SPECIFIED HEREIN SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER APPLICABLE UNITED STATES FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are being published simultaneously with this Offering Circular and have been filed with the Irish Stock Exchange, shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) the annual financial statements for each of the financial years ended 30 June 2011 and 30 June 2012 for Claris;
- (b) the annual financial statements for each of the financial years ended 30 June 2011 and 30 June 2012 for Claris 2;
- (c) the annual financial statements for each of the financial years ended 30 June 2011 and 30 June 2012 for Claris III;
- (d) the annual financial statements for each of the financial years ended 30 June 2011 and 30 June 2012 for Claris IV;
- (e) the annual financial statements for each of the financial years ended 30 June 2011 and 30 June 2012 for Iris; and
- (f) the annual financial statements for each of the financial years ended 30 June 2011 and 30 June 2012 for Iris II.

All amendments and supplements to this Offering Circular prepared by the Issuer from time to time shall be deemed to be read in conjunction with this Offering Circular, provided, however, that, any statement contained in this Offering Circular or in any of the documents incorporated by reference herein and forming part of this Offering Circular shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any subsequent document read in conjunction with the Offering Circular (in the appropriate manner) modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular.

Copies of documents incorporated by reference in this Offering Circular can be obtained from the registered office of each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II and the specified office of the Paying Agent in Ireland.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in these Listing Particulars, which is capable of affecting the assessment of any Securities, prepare a supplement to these Listing Particulars (a “**Listing Particulars Supplement**”). These Listing Particulars shall be read in conjunction with any Listing Particulars Supplement.

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## **RISK FACTORS**

*Each Issuer believes that the following factors may affect its ability to fulfil its obligations under the Securities. Most of these factors are contingencies which may or may not occur and none of the Issuers is in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which each of the Issuers believes are material for the purpose of assessing the market risks associated with the Securities are also described below.*

*Each Issuer believes that the factors described below represent the principal risks inherent in investing in the Securities, but the inability of the relevant Issuer to pay interest, principal or other amounts on or in connection with any Notes or the settlement amount or other amount (where applicable) in the case of Warrants, may occur for other reasons which may not be considered significant risks by each Issuer based on information currently available to it or which they may not currently be able to anticipate. Each of the Issuers does not represent that the statements below regarding the risks of holding any Securities are exhaustive. Consequently, the statements below, or in the applicable Offering Circular Supplement regarding the risks of investing in the Securities of any Series should not be viewed as exhaustive. The applicable Offering Circular Supplement in respect of any Securities may contain additional risk factors relating to such Securities that should be considered, together with the risk factors of this Offering Circular, before making an investment decision. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and the applicable Offering Circular Supplement and reach their own views prior to making any investment decision. No investment should be made in the Securities of any Series until after careful consideration of all those factors that are relevant in relation to the Securities of such Series. Prospective investors should reach an investment decision with respect to the suitability of the Securities of such Series for them only after careful consideration and consultation with their financial, tax, regulatory and legal advisers.*

*The order in which the following risk factors are presented is not an indication of the likelihood of their occurrence.*

### **General**

Before making an investment decision prospective purchasers of, or investors in, Securities or other Transactions should conduct such independent investigation and analysis (together with taking such professional advice as they deem appropriate under the circumstances) regarding the relevant Issuer, the Securities or other Transactions, the Mortgaged Property, each Swap Counterparty under each Swap, each Credit Support Provider under each Credit Support Document, each Counterparty under each Collateral Securities Agreement, each Beneficiary under each Contract and all other relevant persons and such market, economic and other factors as they deem appropriate to evaluate the merits and risks of an investment in the Securities or other Transactions and to determine whether such investment is fully consistent with their financial needs, objectives and condition, complies with and is consistent with all investment policies, guidelines and restrictions applicable to them and whether it is a fit, proper and suitable investment for them, notwithstanding the clear and substantial risks inherent in investing in or holding the Securities.

As part of such independent investigation and analysis, prospective purchasers of, or investors in, the Securities or other Transactions should consider carefully all the information set forth in this Offering Circular relating to the Programme and the relevant Issuer, in the applicable Offering Circular Supplement and the considerations set out below.

## **Risks Relating to Each Issuer**

### ***The nature of each Issuer***

Each Issuer is a special purpose vehicle established for the purpose of, amongst other things, issuing Securities and entering into other Transactions under the Programme. Each Issuer has, and will have, no assets that are or may be available to the Holders other than the Collateral acquired by it, in each case in connection with the issue of Securities or the entry by it into other obligations relating to the Programme or otherwise from time to time. Recourse of the Holders against the Issuer is limited to the funds available to the Issuer from time to time in respect of the Mortgaged Property specified in the Offering Circular Supplement relating to such Series of Securities and the Issuer shall have no liability to make any payments under the Securities where such funds are not available to it. Therefore, the Holders are exposed to the risk that the Issuer will not have sufficient funds available to it to make payments owed under the Securities and will not have any further recourse against the Issuer or any other party in such circumstances, but will suffer a corresponding loss on their investment.

### ***Conflicts of interest***

Each Issuer, in connection with its business activities, may possess or acquire material information about the underlying assets which relates to a particular Series. Such activities and information may cause consequences adverse to the Holders. Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities and exercise of creditor rights. Each Issuer has no obligation to disclose such information about the underlying assets or the companies to which it relates. Each Issuer and any of its officers and directors may engage in any such activities without regard to the Securities or the effect that such activities may directly or indirectly have on any Securities.

### ***Hedging and Trading Activity by Societe Generale, any of its Affiliates and/or Each Issuer could Potentially Affect the Value of the Securities***

In the ordinary course of its business, Societe Generale (which for the purposes of this paragraph shall include any of its affiliates) and/or each Issuer may effect transactions for each account of its customers and hold long or short positions in the Reference Asset(s) (as defined below) or related derivatives. In addition, in connection with the offering of the Securities, Societe Generale and/or the Issuer may enter into one or more hedging transactions with respect to the Reference Asset(s) or related derivatives. In connection with such hedging or any market-making activities or with respect to proprietary activities by Societe Generale or an Issuer, Societe Generale and/or each Issuer may enter into transactions in the Reference Asset(s) or related derivatives which may affect the market price, liquidity or value of the Reference Asset(s) and, consequently, the Securities and which could be deemed to be adverse to the interests of the relevant Holders.

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

### ***Issuers' Dependency upon Certain Counterparties***

In certain cases, the ability of the relevant Issuer to meet its obligations under the Securities may depend on the receipt by it of certain payments from an underlying fund or assets (if any) and/or on the receipt by it of payments under a relevant Swap, Deposit Agreement, Collateral Securities Agreement or any other agreement, notwithstanding the performance of any relevant underlying fund or assets. Consequently, the relevant Issuer, and therefore the Holders, will be exposed to a payment delay or failure in respect of any underlying fund or assets and/or the ability of the counterparty to any such agreement to perform its obligations under such agreement and to the creditworthiness of such counterparty.

### ***Issuers' Dependency upon Certain Agents***

The Issuer will depend upon each of HSBC Bank plc, as Issuing and Paying Agent, Warrant Agent, Transfer Agent, Registrar, Calculation Agent and Custodian and HSBC Institutional Trust Services (Ireland) Limited as Paying Agent in Ireland to perform its obligations under the Agency Agreement. If any of such entities becomes unable to perform its obligations under the Agency Agreement due to insolvency or otherwise, this may affect the Issuer's ability to make payments to the Holders.

### ***No Regulation of the Issuer by any Regulatory Authority***

The Issuer is not required to be licensed or authorised under any current securities, commodities, insurance or banking laws of its jurisdiction of incorporation. There is no assurance, however, that the regulatory authorities in one or more jurisdictions would not take a contrary view regarding the applicability of any such laws to the Issuer. The taking of a contrary view by any such regulatory authority could have an adverse impact on the Issuer, or the Holders of Securities issued by the Issuer.

Any investment in the Securities does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issue of Securities.

### ***Taxation position of Iris and Iris II***

Iris and Iris II have each been advised that they should fall within the Irish regime for the taxation of qualifying companies as set out in Section 110 of the Taxes Consolidation Act 1997 (as amended) ("**Section 110**"), and as such should be taxed only on the amount of their respective retained profit after deducting all amounts of interest and other revenue expenses due to be paid by them. If, for any reason, Iris or Iris II are not or cease to be entitled to the benefits of Section 110, then profits or losses could arise in Iris or Iris II, which could result in tax consequences not contemplated in the cash flows in respect of any Securities issued by Iris or Iris II. In such circumstances both the tax treatment of Iris or Iris II and consequently payments on such Securities issued by Iris or Iris II could be adversely affected.

### ***Iris II and Related Risks***

Iris II is a private limited company and accordingly its Articles of Association prohibits any invitation or offer to the public to subscribe for any shares, debentures or other securities of Iris II.

### ***Preferred Creditors under Irish Law and Floating Charges***

Under Irish law, upon an insolvency of an Irish company such as Iris or Iris II, when applying the proceeds of assets subject to fixed security which may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the Irish courts. (See "*Examinership*" below).

The holder of a fixed security over the book debts of an Irish tax resident company (which would include Iris and Iris II) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those which the holder received in payment of debts due to it by the company.

Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 days of its creation, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

In relation to the disposal of assets of any Irish tax resident company which are subject to security, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the company on a disposal of those assets on exercise of the security.

The essence of a fixed charge is that the person creating the charge does not have liberty to deal with the assets which are the subject matter of the security in the sense of disposing of such assets or expending or appropriating the moneys or claims constituting such assets and accordingly, if and to the extent that such liberty is given to Iris and/or Iris II any respective charge constituted by the Trust Deed may operate as a floating, rather than a fixed charge.

In particular, the Irish courts have held that in order to create a fixed charge on receivables it is necessary to oblige the charger to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the charger from withdrawing or otherwise dealing with the monies standing to the credit of such account without the consent of the chargee.

Depending upon the level of control actually exercised by the chargor, there is therefore a possibility that the fixed security over Iris' and/or Iris II's accounts and the respective Securities would be regarded by the Irish courts as a floating charge.

Floating charges have certain weaknesses, including the following:

- (i) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;
- (ii) as discussed above, they rank after certain preferential creditors, such as claims of employees and certain taxes on winding-up;
- (iii) they rank after certain insolvency remuneration expenses and liabilities;
- (iv) the examiner of a company has certain rights to deal with the property covered by the floating charge; and
- (v) they rank after fixed charges.

### ***Examinership***

Examinership is a court procedure available under the Irish Companies (Amendment) Act 1990 (as amended) (the "**1990 Act**") to facilitate the survival of Irish companies in financial difficulties.

Iris or Iris II, the directors of Iris or Iris II, a contingent, prospective or actual creditor of Iris or Iris II, or shareholders of Iris or Iris II holding, at the date of presentation of the petition, not less than one-tenth of its voting share capital are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the sale.

During the period of protection, the examiner will formulate proposals for a compromise or scheme or arrangement to assist the survival of the company or the whole or any part of its undertaking as a going concern. A scheme of arrangement may be approved by the Irish High Court when at least one

class of creditors has voted in favour of the proposals and the Irish High Court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of Iris or Iris II, if the Trustee represented the majority in number and value of claims within the secured creditor class (which would be likely given the restrictions agreed to by Iris or Iris II in the Conditions), the Trustee would be in a position to reject any proposal not in favour of the Holders. The Trustee would also be entitled to argue at the Irish High Court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Holders, especially if such proposals included a writing down to the value of amounts due by the relevant Issuer to the Holders. The primary risks to the Holders if an examiner were appointed to Iris or Iris II are as follows:

- (i) the potential for a compromise or scheme of arrangement being approved involving the writing down of the debt due by Iris or Iris II to the Holders as secured by the Trust Deed;
- (ii) the potential for the examiner to seek to set aside any negative pledge in the Securities prohibiting the creation of security of the incurring of borrowings by Iris or Iris II to enable the examiner to borrow to fund Iris or Iris II during the protection period; and
- (iii) in the event that a scheme of arrangement is not approved and Iris or Iris II subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of Iris or Iris II and approved by the Irish High Court) will take priority over the monies and liabilities which from time to time are or may become due, owing or payable by Iris or Iris II to each of the secured Creditors under the Securities or the transaction documents.

### **Risks Relating to Securities generally**

Set out below is a brief description of certain risks relating to the Securities generally.

#### ***Risks Related to the Structure of a Particular Series of Securities***

A wide range of Securities may be issued under the Programme. A number of these Securities may have features which present particular risks for potential investors. Set out below is a description of the most common such features, which may increase the risk of investing in such Securities, although other less common risks may also be applicable.

#### ***Securities subject to Optional Redemption or Cancellation by the Issuer***

An optional redemption feature of Notes or an optional cancellation feature of Warrants is likely to limit their market value. During any period when the Issuer may elect to redeem Notes or cancel Warrants, as the case may be, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed or cancelled. This also may be true prior to any redemption or cancellation period.

#### ***Underlying Reference Linked Securities and Dual Currency Notes***

The Issuer may issue Securities with principal or interest (in the case of Notes) or the settlement amount (in the case of Warrants) determined by reference to an index or formula and which will be linked to changes in the values of one or more index, share, inflation index, commodity, security, unit, interest or share in a fund, currency exchange rates, the credit risk of one or more reference entity or reference asset or other factors or the combination of any of the foregoing (each, a “**Relevant Factor**”). The Relevant Factors may themselves contain substantial credit, equity, funds, correlation, volatility, commodity interest rate, foreign exchange, time value, political and/or other risk. 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.

An investment in Securities linked to a Relevant Factor therefore entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. Potential investors in Securities linked to a Relevant Factor should be aware that such risks may include:

- (i) the market price of such index linked Securities and dual currency Notes may be volatile;
- (ii) the resulting returns or interest rate (where applicable) will be different from that payable on a conventional debt security issued by the applicable Issuer at the same time and may be zero;
- (iii) payment of principal or interest or the relevant settlement amount may occur at a different time or in a different currency than expected;
- (iv) a loss of all or a substantial portion of the principal of the relevant Note (whether payable at maturity or upon redemption or repayment), and, if the principal is lost, interest, or any other return on principal, may cease to be payable on such Note;
- (v) any Warrants held by the relevant Holder may expire worthless or amounts payable on settlement (whether on the cash settlement date or upon earlier cancellation) may be significantly less than the purchase price paid by such Holder;
- (vi) a Relevant Factor may be subject to significant fluctuations, whether due to the composition of any such Relevant Factor itself, or because of fluctuations in value of the Relevant Factor that may not correlate with changes in interest rates, currencies or other indices;
- (vii) if a Relevant Factor is applied to Securities in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal, interest, the settlement amount or other amounts, as the case may be, payable is likely to be magnified;
- (viii) any Securities that are linked to more than one type of Relevant Factor, or to formulae that encompass the risks associated with more than one type of Relevant Factor, may carry levels of risk that are greater than Securities that are linked to only one type of Relevant Factor;
- (ix) it may not be possible for investors to hedge their exposure to these various risks relating to the Securities linked to a Relevant Factor;
- (x) a significant market disruption could mean that any Relevant Factor or the price of any Relevant Factor ceases to exist; and
- (xi) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of a Relevant Factor should not be viewed as an indication of the future performance of such Relevant Factor during the term of the applicable Securities. Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of Securities linked to certain Relevant Factors and investors should ensure that their acquisition of such Securities is lawful under the laws of the jurisdiction of their incorporation and/or in which they operate. Accordingly, each potential investor should consult its own financial, tax, regulatory and legal advisers about the risk entailed by an investment in any such Securities or dual currency Notes and the suitability of such Securities in light of its particular circumstances. The Issuers believe that

such Securities should only be purchased by investors that are in a position to understand the special risks that an investment in these instruments involves, in particular relating to options and derivatives and related transactions, and should be prepared to sustain a total loss of the purchase price of their Securities.

A purchaser of Securities linked to certain Relevant Factors, the terms and conditions of which are set out in the relevant technical annex to this Offering Circular, should be aware that certain disruption events, extraordinary events or other circumstances affecting such Relevant Factors (together, “**Adjustment Events**”) may result in the Calculation Agent making such adjustments as it determines appropriate to the terms and conditions of any Securities affected by one or more Adjustment Events. Such adjustments may include delaying the day on which a calculation or payment is made, substituting one or more of the Relevant Factors referenced by the affected Securities or otherwise adjusting the terms and conditions of such Securities in order to account for the effect of such Adjustment Event(s). In certain circumstances, the Calculation Agent may determine that the appropriate action to take in respect of Securities affected by an Adjustment Event is to redeem the Notes or cancel the Warrants, as the case may be, in which case the Holder of such Securities may suffer a significant or total loss in respect of its investment.

### ***Securities Linked to Certain Events***

The interest rate or redemption amount (in the case of Notes) or the settlement amount (in the case of Warrants) may be linked to the occurrence or non-occurrence of certain events which are not connected with the Issuer such as credit. The occurrence of such events is beyond the control of the Issuer and Holders are exposed to the risk of such event occurring or not, as the case may be.

### ***Modification***

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

### ***Limitations on recourse and rights with respect to underlyings***

Where the Securities are backed by collateral securities, a Holder of the Notes has no rights against the company that has issued such securities; where the Securities relate to an index, such Holder of the Securities has no rights against the sponsor of such index; where the Securities relate to a fund, such Holder of the Securities has no rights against the manager of such fund; and where the Securities relate to a swap or other kind of hedging contract, such Holder of the Securities has no rights against the counterparty of such swap or contract. Further, an investment in the Securities is not an investment in the underlying assets relating to a relevant Series and a Holder of the Securities will have no rights in relation to voting rights or other entitlements (including any dividend or other distributions) relating to such underlying assets.

### ***Certain Considerations Regarding Hedging***

Prospective Holders intending to purchase Securities to hedge against the market risk associated with investing in a reference security (or basket of securities), index (or basket of indices), currency (or basket of currencies), commodity (or basket of commodities) or other basis of reference, should recognise the complexities of utilising Securities in this manner. For example, the value of the Securities may not exactly correlate with the value of the reference security (or basket of securities), index (or basket of indices), currency (or basket of currencies), commodity (or basket of commodities) or other reference basis. Due to fluctuating supply and demand for the Securities, there is no assurance that their value will correlate with movements of the reference security (or basket of securities), index (or basket of indices), currency (or basket of currencies), commodity (or basket of commodities) or other reference basis.

### ***Change of Law***

The Conditions of the Securities (including any non-contractual obligations arising therefrom or connected therewith) are based on relevant laws in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to such laws or the official application or interpretation of such laws or administrative practices after the date of this Offering Circular.

### ***Trustee and enforcement***

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the parties secured thereunder (including Holders). The Trustee is not obliged to take any such action without first being indemnified and/or secured to its satisfaction (including, where so required by the Trustee, by way of pre-funding). The Trustee is not responsible for ensuring that the relevant Issuer's obligations (or the security interest created by the relevant Issuer) are valid and enforceable.

Notwithstanding the occurrence of an Event of Default pursuant to Condition 10(b) or 10(c) (*Events of Default*), the Transaction Security shall not become enforceable unless and until either the Event of Default set out in Condition 10(a) (*Events of Default*) has occurred or one of the other limited circumstances set out in Trust Deed applies. Accordingly, Holders should be aware that neither the Trustee nor any other party will be entitled to enforce the Transaction Security in respect of any Series of Securities by reason only of one of the events described in Condition 10(b) or 10(c) (*Events of Default*) occurring. In such circumstances, there may be a material delay in the enforcement of the Transaction Security following an Event of Default which may adversely impact on the recovery available to distributed to Holders.

### ***Excess Assets Direction***

In circumstances where the Transaction Security in respect of any Series of Securities becomes enforceable and the Trustee (or any receiver, agent or other person appointed by the Trustee) determines that the value of the Mortgaged Property relating thereto exceeds or is likely to exceed the total liabilities of the Issuer in respect of such Series, the Trustee will be required to notify certain parties in accordance with Condition 4(f) (*Excess Assets Direction*). Following such notification, the Trustee may receive an Excess Assets Direction from an Other Creditor that has provided security to the Issuer in support of its obligations under a Swap, Contract, Collateral Securities Agreement, Deposit Agreement or Other Agreement. An Excess Assets Direction will describe the way in which the Trustee (or any receiver, agent or other person appointed by the Trustee) is required (subject to the Trustee's limited discretion to act otherwise than in accordance with such Excess Assets Direction, as set out in Condition 4(f) (*Excess Assets Direction*)) to realise the Mortgaged Property, which may affect (i) the amount received in respect of such realisation and (ii) the time frame in which the Mortgaged Property is realised. Accordingly, in such circumstances the Trustee will act in accordance with the directions of the Other Creditor in relation to the manner in which the Mortgaged Property is realised and in doing so shall have no consideration of the interests of Holders of Securities. Accordingly, an Excess Assets Direction may be adverse to the interests of the Holders of Securities.

### ***U.S. Foreign Account Tax Compliance Act withholding***

The Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act (“**FATCA**”) impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to any non-U.S. financial institution (a foreign financial institution, or “**FFI**” (as defined by FATCA)) that does not become a “Participating FFI” by entering into an agreement with the U.S. Internal Revenue Service (“**IRS**”) to provide certain information on its account holders. The new withholding regime will be phased in beginning in 2014.

No assurance can be provided that the relevant Issuer will enter into a FATCA compliance agreement with the IRS. If the relevant Issuer does not enter into such an agreement, the relevant Issuer may be

subject to a 30% withholding tax on all, or a portion of all, payments received from U.S. sources and from Participating FFIs.

In the alternative, if the relevant Issuer does become a Participating FFI, Holders may be required to provide certain information or otherwise comply with FATCA to avoid withholding on amounts paid by the relevant Issuer to such Holders. The relevant Issuer or other Participating FFIs or U.S. intermediaries through which payments on the Securities are made may be required to withhold U.S. tax at a rate of 30% on all, or a portion of, payments made after 31 December 2016 (or the date of publication in the Federal Register of final regulations defining the term "foreign passthru payment", if later) in respect of (i) any Securities which were issued or materially modified on or after the later of (a) 31 December 2013 and (b) the date that is six months after the date on which the final regulations defining the term "foreign passthru payments" are filed in the Federal Register pursuant to FATCA and (ii) any Securities which are treated as equity for U.S. federal tax purposes, whenever issued. Such withholding would apply if the relevant Issuer is required to withhold on "foreign passthru payments" and (a) a Holder does not provide information sufficient to determine whether the Holder is subject to withholding under FATCA, or (b) any FFI through which payment on the Securities is made is not a Participating FFI. Such withholding could apply to all Holders of Securities regardless of whether or not a particular Holder has failed to comply with FATCA requirements. In such circumstances, an early redemption (in the case of Notes) or a cancellation (in the case of Warrants) would be triggered in accordance with the Conditions and the relevant Issuer would redeem early the Notes or cancel the Warrants, as the case may be.

If an amount in respect of FATCA withholding tax would be required to be deducted or withheld from interest, principal, settlement amounts or other payments on the Securities, the terms of the Securities will not require any person to pay additional amounts as a result of the deduction or withholding of such tax and the Securities may be redeemed early (in the case of Notes) or cancelled (in the case of Warrants).

**The application of FATCA to amounts paid with respect to the Securities is not clear. In particular, Ireland has entered an intergovernmental agreement with the United States to help implement FATCA for certain Irish entities. The full impact of such an agreement on Iris and Iris II (the "Irish Issuers") and the Irish Issuers' reporting and withholding responsibilities under FATCA is unclear. The Irish Issuers may be required to report certain information on their U.S. account holders to the government of Ireland in order (i) to obtain an exemption from FATCA withholding on payments it receives and/or (ii) to comply with any applicable Irish law. It is not yet certain how the United States and Ireland will address withholding on "foreign passthru payments" (which may include payments on the Securities) or if such withholding will be required at all.**

***The Dodd-Frank Wall Street Reform and Consumer Protection Act and other regulatory changes affecting derivatives markets***

The Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), which provides for substantial changes to the regulation of the futures and over-the-counter ("OTC") derivative markets, was enacted in July 2010. Dodd-Frank requires regulators, to adopt regulations and provide regulatory guidance on the regulation of swaps as commodity interests (as promulgated by the Commodity Exchange Act of 1936 (as amended) (the "CEA"), in response to Dodd-Frank) in order to implement many of the requirements of the legislation including the CFTC rules in respect of regulations. Based on the regulations issued and guidance provided to date, it is not clear whether the Warrants would be deemed to be "swaps" or "securities-based swaps" under Dodd-Frank and/or the CEA, and regulated as such. If the Warrants were deemed to be "swaps" or "security-based swaps" and issued by a non-US person to other non-US persons, the Warrants may not be subject to Dodd-Frank, but the CFTC has not yet provided final guidance on the definition of a "U.S. person" for purposes of extraterritorial application.

Options, Swaps and other instruments entered into by the Issuer may also be considered “swaps” or “securities-based swaps” under Dodd-Frank and be subject to regulation thereunder, including, but not limited to, requirements with respect to reporting, recordkeeping, due diligence of potential investors and clearing. While the CFTC has adopted many of the final regulations, the ultimate nature and scope of the regulations cannot yet be determined. These regulations may have the effect of reducing liquidity and increasing costs in these markets as well as affecting the structure of the markets in other ways. In addition, these legislative and regulatory changes will likely increase the level of regulation of markets and market participants, and therefore the costs of participating in the commodities, futures and OTC derivative markets. Without limitation, these changes will require many OTC derivative transactions to be executed on regulated exchanges or trading platforms and cleared through regulated clearing houses. Swap dealers will also be required to be registered and will be subject to various regulatory requirements, including capital and margin requirements. The various legislative and regulatory changes, and the resulting increased costs and regulatory oversight requirements, could result in market participants being required to, or deciding to, limit their trading activities, which could cause reductions in market liquidity and increases in market volatility. These consequences could adversely affect the return on and value of the Securities.

While many of the financial regulations have been issued, other key regulations and guidance, such as that relating to extraterritoriality and swap execution facilities (“SEF”) have not been finalized and even with respect to certain rules that have been finalized, there remain issues requiring further clarification. Under U.S. law pre-Dodd-Frank, the swaps under the Programme were over-the-counter contracts not required to be cleared or executed through a SEF. To the extent Dodd-Frank or rules thereunder require that the swaps underlying a Series of Securities be cleared and executed through a SEF or executed on and cleared through an exchange and the swaps do not qualify for such execution and clearing, the swaps may be terminated under a regulation-out additional termination event (a “Reg-out”) as and to the extent specified in the relevant Offering Circular Supplement and relevant underlying documentation. The Reg-out will also allow for a termination due to any change in law or regulation that creates a materially increased cost to enter into, maintain or hedge any issuance of Securities by the relevant Issuer, such as increased margin requirements, or if it makes it impossible or impracticable to do any of the aforementioned. Any such termination could result in Securities held by a Holder decreasing significantly in value at a time that is disadvantageous to the Holder. If the Reg-out is chosen not to be exercised and Dodd-Frank provisions are complied with there will also be increased costs, which could result in such Securities decreasing significantly in value at a time that is disadvantageous to the Holder.

Additionally, to the extent any particular Series of Securities contains a Reg-out, investors must carefully consider what the consequences of its exercise might be and make their own determinations in consultation with their own advisors regarding an investment in any Securities under the Programme.

**Given that the full scope and consequences of the enactment of Dodd-Frank and the rules still to be enacted thereunder are not yet known, investors are urged to consult their own advisors regarding the suitability of an investment in any Securities under the Programme.**

Further, one of the Issuers could be required to register as a commodity pool operator and to register one or more Series as commodity pools with the CFTC through the National Futures Association. Such additional registrations may result in increased reporting obligations and also in extraordinary, non-recurring expenses of the Issuers thereby materially and adversely impacting a Security's value.

#### ***European Market Infrastructure Regulation and Markets in Financial Instruments Directive***

In addition, European Regulation 648/2012, known as the European Market Infrastructure Regulation (“EMIR”) entered into force on 16 August 2012 and is expected to take direct effect in the member states of the European Union during 2013. Under EMIR certain over-the-counter (“OTC”) derivatives that are traded in the European Union by financial counterparties (“FCs”), such as investment firms, credit institutions and insurance companies, and certain non-financial counterparties (“NFCs”) have to

be cleared (the "**clearing obligation**") via an authorised central clearing counterparty (a "**CCP**"). In addition, EMIR requires the reporting of OTC derivative contracts to a trade repository (the "**reporting obligation**") and introduces certain risk mitigation requirements in relation to OTC derivative contracts that are not cleared by a CCP.

Under EMIR, a CCP will be used to meet the clearing obligation by interposing itself between the counterparties to the eligible derivative contracts. CCPs will connect with derivative counterparties through their clearing members. Each derivative counterparty will be required to post both initial and variation margin to the clearing member, which will in turn be required to post margin to the CCP. EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk. A NFC may also be subject to the clearing obligation and the reporting obligation, subject to its positions in OTC derivatives contracts exceeding certain thresholds. Whilst it appears that entities like the Issuers would be considered a NFC under EMIR, the position remains to be fully clarified. Thus, it cannot be excluded that one or more of the Issuers will be subject to the clearing obligation in the future. NFCs which enter into an OTC derivative contract which are not "eligible" for clearing would have to ensure that appropriate procedures and arrangements are in place to monitor and minimise operational and credit risk.

The Issuers may have to apply certain risk mitigation techniques in relation to timely confirmation, portfolio reconciliation and compression, and dispute resolution that are applicable to OTC derivatives contracts that are not cleared by a CCP. Further, the Issuers will be required to deliver certain information about any Swap to a registered or recognised trade repository. The European Securities and Markets Authority ("**ESMA**") has developed certain regulatory and implementing technical regulation standards in connection with EMIR that have been adopted by the European Commission. According to these standards the starting date for such reporting obligation depends on the point in time when the responsible trade repositories in the various jurisdictions become registered. If no trade repository is registered by 1 July 2015, the reporting obligation will commence on this date and contracts will have to be reported to ESMA. Therefore, to date, it is not entirely clear when the reporting obligations for the Issuers under EMIR will start to apply. According to the regulatory technical standards adopted as Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 that entered into force on 15 March 2013, the obligations in relation to certain risk mitigation techniques (portfolio reconciliation, portfolio compression and dispute resolution) will apply as of 15 September 2013. EMIR also imposes a record-keeping requirement pursuant to which counterparties must keep records of any derivative contract they have concluded and any modification for at least five years following the termination of the contract.

The EU regulatory framework relating to derivatives is set not only by EMIR but also by the proposal to update the existing Markets in Financial Instruments Directive ("**MiFID II**") which have not been finalised. In particular, MiFID II is expected to require all transactions in OTC derivatives to be executed on a trading venue. In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuers.

Investors in the Securities should be aware that the regulatory changes arising from EMIR and MiFID II may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuers' ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Investors should be aware that such risks are material and that the Issuers could be materially and adversely affected thereby. The full impact of EMIR and of MiFID II remains to be clarified and the scope of their possible implications of for investors in the Securities cannot currently be predicted. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR and MiFID II and technical implementation in making any investment decision in respect of the Securities.

### ***Selling Restrictions***

The Securities may be subject to certain selling restrictions. Securities may not be offered or sold to, or for the account or benefit of, a U.S. person.. Securities can only be sold or otherwise transferred to certain transferees as described under “*Subscription and Sale*”. Such restrictions on transfer may limit the liquidity of such Securities. Consequently, a purchaser must be prepared to hold such Securities for an indefinite period of time and potentially until their maturity or exercise in the case of Warrants.

Any sale or transfer of Securities to, or for the account or benefit of, U.S. persons in violation of the selling restrictions that would cause any Issuer to become required to register as an investment company under the Investment Company Act will be void *ab initio* and will not be honoured by the relevant Issuer, except to the extent otherwise required by law. In addition, the relevant Issuer may, in its discretion, redeem the Notes held by such purchaser or other transferee at the Early Redemption Amount, cancel the Warrants held by such purchaser or other transferee against payment of the Cancellation Amount or compel any such purchaser or other transferee to transfer such Notes or such Warrants. Any such redemption, cancellation or forced transfer may result in a significant loss of a Holder's investment.

### ***No legal and tax advice***

Each prospective investor should consult its own advisers as to legal, financial, tax, regulatory and related aspects of investment in the Securities. A Holder's effective yield on the Securities may be diminished by the tax on that Holder of its investment in the Securities.

A Holder's actual yield on the Securities may be reduced from the stated yield by transaction costs.

### ***EU Savings Directive***

Under EC Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (in the case of Switzerland a withholding system or exchange of information if the individual resident in the Member State agrees to such exchange or information). The Luxembourg Government has announced its intention to end the transitional period foreseen in the Savings Directive and to introduce automatic exchange of information on 1 January 2015.

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

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, neither the relevant Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Security as a result of the imposition of such withholding tax. The Issuers are required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Savings Directive.

Investors who are in any doubt as to their position should consult their professional advisers.

## **The proposed financial transactions tax ("FTT")**

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Securities where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT

## **Specific Risks relating to Notes**

### ***Partly-Paid Notes***

The Issuer may issue Notes where the issue price is payable in more than one part payment. Failure to pay any subsequent part payment could result in an investor losing some or all of his investment.

### ***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 converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this 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 in such circumstances, 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 in such circumstances, 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 principal 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.

### ***Subordination Generally***

One or more Tranches of Notes may be subordinated to any other Tranche of Notes. Unless specified otherwise in the relevant Offering Circular Supplement, payments of principal on any Tranche of Notes may not be made until all payments of principal due and payable on any Tranche of Notes ranking in priority thereto pursuant to the application of proceeds as set out in the Trust Deed (as defined below), have been made in full. Unless specified otherwise in the relevant Offering Circular Supplement, payments of interest on any Tranche of Notes may not be made until all payments of interest due and payable on any Tranche of Notes ranking in priority thereto pursuant to the application of proceeds as set out in the Trust Deed, have been made in full. Payments of principal and interest on the Notes are also subordinated to payment of certain expenses of the Issuer and amounts payable to any Other Creditor as specified in the application of proceeds as set out in the Trust Deed. The risk of delays in payments or ultimate non-payment of principal and/or interest will be borne disproportionately by the Holders of the more Subordinated Tranche of Notes as compared to the more senior Tranche of Notes determined by reference to their ranking pursuant to the application of proceeds as set out in the Trust Deed. In addition, to the extent described herein and unless otherwise specified in the relevant Offering Circular Supplement, payments of interest on one or more Tranches of Notes may be deferred to the extent there are not sufficient proceeds available to pay such interest in accordance with the application of proceeds as set out in the Trust Deed and such deferral of interest will not constitute an Event of Default under the Notes at any time whilst, in the case of one or more Subordinated Tranche of Notes any Senior Tranche of Notes remain outstanding. Any such deferral of interest will increase the effect of the subordination of the Tranche or Tranches of Notes in respect of which payment was deferred. Non-payment of interest on one or more Subordinated Tranche of Notes as a result of the non-availability of proceeds will not constitute an Event of Default in any circumstances.

### ***Subordination of Subordinated Notes***

Payments on one or more Tranches of Notes both prior to and following enforcement of the Transaction Security may be subordinated to payments in respect of any other Tranche of Notes and to payment of certain fees and other amounts payable by the Issuer in accordance with the application of the proceeds in accordance with the Trust Deed. Unless specified otherwise in the relevant Offering Circular Supplement, interest on the subordinated Tranche of Notes will be paid only to the extent that there are proceeds available on each Interest Payment Date following payment of interest on the Senior Tranche of Notes and the fees, expenses and other amounts set out in the Trust Deed.

The Issuer's ability to make payments in respect of any Tranche of Notes will be constrained by the terms of the Tranche of Notes more senior to such Tranche and by the level of distributions received in respect of the Collateral securing the Notes.

As referred to under "*Subordination Generally*" above, the risk of delays in payments or ultimate non-payment of principal and/or interest may be borne disproportionately by one or more Tranches of Notes as compared to any other Tranche of Notes. In addition, any deferral of interest payable on the Senior Tranche of Notes, as described in "*Subordination Generally*" above, may increase the effect of the subordination of one or more Tranches of Notes.

In the event of any redemption or repayment in whole of one or more Tranche of Notes pursuant to Condition 7 (*Redemption, Purchase and Options*) or acceleration thereof, one or more Tranche of Notes may also be redeemed and the Mortgaged Property will be liquidated. Liquidation of the

Mortgaged Property at such time and/or the remedies pursued by the Trustee upon enforcement of the security over the Mortgaged Property in such circumstances could be adverse to the interests of the Holders of one or more Tranches of Notes. See Condition 12(d) (*Entitlement of the Trustee and Conflicts of Interest*).

### ***Subordination through Conflicts between Tranches***

Following the occurrence of an Event of Default, the Notes may be accelerated in accordance with Condition 10 (*Events of Default*) by the Trustee at the request of the Holders of at least one-fifth in nominal amount of the most Senior Tranche of Notes then outstanding or if so directed by an Extraordinary Resolution. Liquidation of the Mortgaged Property after such time and/or the remedies pursued by the Trustee upon enforcement of the Transaction Security in such circumstances could be adverse to the interest of Holders of the Subordinated Tranche of Notes which ranks junior in terms of priority to the Holders of the most Senior Tranche directing such enforcement, and the Holders of the most Senior Tranche entitled to vote at any time will have no obligation to consider the effect of any such vote on the Holders of any other Tranche of Notes.

The relevant Trust Deed provides that in the event of any conflict of interest between the various Tranches of Noteholders, the Trustee will (subject to being indemnified to its satisfaction (including, where so required by the Trustee, by way of pre-funding) against all liabilities, proceeding, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be properly incurred by it in connection therewith) act upon the directions of the Noteholders of the most Senior Tranche in such circumstances, and shall not be obliged to consider the interests of the Holders of any other Tranche of Noteholders. In acting upon the direction of the Noteholders of the most Senior Tranche, the Trustee shall not be held liable for the consequence of the taking of or the failure to take (for whatever reason) any action and may take such action or refrain from taking such action without having regard to the effect of such action or inaction on any Other Creditor in relation to the Notes. The Trustee shall, save as otherwise expressly provided, not have regard to the interests of any Other Creditor other than the relevant Tranche of Noteholders except to apply the proceeds of enforcement of the Transaction Security in the order set out in the Trust Deed.

### **Fungibility of Notes**

Unless specified otherwise in the Offering Circular Supplement, each Tranche of Bearer Notes issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (as defined in “*Overview of the Programme — Regulation S*” below) will not be fungible with any prior Tranches of the same Series of Notes until 40 days after the issue date of such Tranche.

### ***Amount and Timing of Payments***

To the extent that interest payments on one or more Tranches of Notes which rank senior to other Tranches of Notes are not made on the relevant Interest Payment Date, such unpaid interest amount will be deferred and the amount thereof added to the principal amount outstanding of such Senior Tranche of Notes and will earn interest at the interest rate applicable to such Notes. Any failure to pay scheduled interest on such Senior Tranche of Notes to the extent that there are insufficient funds available to pay such interest in accordance with the application of the proceeds set out in the Trust Deed will not be an Event of Default. Payments of interest and principal on or more Tranches of Notes will only be made to the extent that there are proceeds available for such purpose in accordance with the application of proceeds set out in the Trust Deed. No interest or principal may therefore be payable on one or more Tranche of Notes which may be subordinated for an unlimited period of time, to maturity or at all.

### ***Notes where Denominations involve Integral Multiples: Definitive Bearer Notes***

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Bearer Notes may be traded in amounts that are not integral multiples of such minimum

Specified Denomination. In such a case a Holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Bearer Note in respect of such holding (should definitive Bearer Notes be printed) and would need to purchase a principal amount of Bearer Notes such that its holding amounts to a Specified Denomination.

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

## **Specific Risks relating to Warrants**

### ***General***

Prospective purchasers of Warrants should recognise that their Warrants may expire worthless. Prospective purchasers should be prepared to sustain a total loss of the purchase price of their Warrants.

The risk of the loss of some or all of the purchase price of a Warrant upon expiration means that, in order to recover and realise a return upon its investment, a purchaser of a Warrant must generally be correct about the direction, timing and magnitude of an anticipated change in value of the Relevant Factor which may be specified in the applicable Offering Circular Supplement.

Assuming all other factors are held constant, the lower the value of a Warrant and the shorter the remaining term of a Warrant to expiration, the greater the risk that purchasers of such Warrants will lose all or part of their investment. The only means through which a Holder of a Warrant can realise value from the Warrant prior to its exercise date in relation to such Warrant is to sell it at its then market price in an available secondary market. See “No Secondary Market and Illiquid Securities” below.

### ***Limitations on exercise of Warrants***

If so indicated in the Offering Circular Supplement, the Issuer will have the option to limit the number of Warrants exercisable on any date (other than the final exercise date) to the maximum number specified in the Offering Circular Supplement and, in conjunction with such limitation, to limit the number of Warrants exercisable by any person or group of persons (whether or not acting in concert) on such date. In the event that the total number of Warrants being exercised on any date (other than the final exercise date) exceeds such maximum number and the Issuer elects to limit the number of Warrants exercisable on such date, a Warrantholder may not be able to exercise on such date all the Warrants that such Warrantholder desires to exercise. In any such case, the number of Warrants to be exercised on such date will be reduced until the total number of Warrants exercised on such date no longer exceeds such maximum, such Warrants being selected at the discretion of the Calculation Agent or in any other manner specified in the applicable Offering Circular Supplement. Unless otherwise specified in the Offering Circular Supplement, the Warrants tendered for exercise but not exercised on such date will be automatically exercised on the next date on which Warrants may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

### ***Minimum Exercise Amount of Warrants***

If so indicated in the Offering Circular Supplement, a Warrantholder must tender or, in the case of automatic exercise, hold, a specified number of Warrants at any one time in order to exercise its rights in respect of such Warrants. As such, Warrantholders with fewer than the specified minimum number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment. Furthermore, Warrantholders incur the risk that there may be differences between the trading price of such Warrants and the Settlement Amount relating to such Warrants.

### ***Time lag after exercise of Warrants***

In the case of any exercise of Warrants, there will be a time lag between the time a Holder of Warrants gives instructions to exercise and the time the applicable Settlement Amount relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Settlement Amount will be specified in the applicable Offering Circular Supplement or the Conditions of the Warrants. However, such delay could be significantly longer, particularly in the case of a delay in the exercise of Warrants arising from any daily maximum exercise limitation, the occurrence of a disruption event in relation to settlement, the failure to open of an exchange (if applicable) or other event. The applicable Settlement Amount may change significantly during any such period, and such movement or movements could decrease the Settlement Amount of the relevant Warrants, and may result in such Settlement Amount being zero.

### ***Subordination***

Payments in respect of the Warrants are subordinated to the payment of certain expenses of the Issuer and amounts payable to any Other Creditor as specified in the application of proceeds as set out in the Trust Deed.

### **Risks related to the structure of a particular issue of Securities**

#### ***Risk Factors relating to Index Linked Securities, the Redemption or Settlement Amount of which is linked to one or more Fund Units<sup>1</sup>***

Fund units, and investments in hedge funds generally, are speculative and involve a high degree of risk. The relevant Issuer does not give any assurance as to the performance of fund units.

Hedge funds, including the funds on which Index Linked Securities may be indexed, generally do not make information about their operations and holdings public. Even if the relevant Issuer may have arrangements with a fund's managers to obtain information required to calculate the value of the fund, it may not have access to the activities of the fund on a continuous basis or at all. There are currently no regulatory requirements compelling funds to release information of the kind that would allow the relevant Issuer to value a fund or to accurately determine the value of the fund units and, consequently, the Final Redemption Amount or Early Redemption Amount (if any) (in the case of Notes) or the Settlement Amount or Cancellation Amount (in the case of Warrants).

#### **The following risk factors apply where a Series of Securities is linked to one or more Fund Units**

##### ***Volatility of the Markets may Adversely Affect the Value of the Fund Units***

Hedge funds' performances may be highly volatile. Movements in the net asset value of the fund tracked by the fund units may vary from week to week. Trades made by fund managers may be based upon their expectation of price movements as the relevant investments approach and reach maturity several months following initiation of the trades. In the meantime, the market value of positions may not increase, and may in fact decrease, and this will be reflected in the net asset value per share.

Investments made by the underlying funds can involve substantial risks. The nature of these investments means that the value of the fund units may fluctuate significantly during a day or over longer periods. Consequently, the performance of the fund units over a given period will not necessarily be indicative of future performance.

Market volatility may produce significant losses on the fund units which may in turn impact on the value of any applicable Securities.

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<sup>1</sup> Statements in this section concerning funds and fund managers also apply to any portfolio or basket of funds and any related portfolio manager.

### ***The Use of Leverage may Increase the Risk of Loss in the Value of the Fund Units***

The underlying funds may have recourse to leverage i.e. borrow amounts that represent more than 100 per cent. of the value of their assets to invest further in assets that involve further risks. Accordingly, a small downward movement in the value of a fund's assets may result in a significantly larger loss of the fund.

### ***Funds Managers may be Eligible to Earn Incentive Compensation***

The potential for a fund manager to earn performance based compensation (including a manager that is affiliated with Societe Generale) may encourage such fund manager to trade in a more speculative manner than it otherwise would. Therefore, because the incentive compensation of the fund's managers and/or investment advisors to hedge funds is often directly influenced by the performance of such funds, each may have an incentive to make more risky investments that may result in greater profits. Such risky investments also allow the opportunity for significant losses. In addition, the fund's managers and/or the investment advisors may receive management, advisory or performance fees even though the fund has not realized any gains.

### ***Funds Managers' Investments are not verified***

Neither of the relevant Issuer nor the Calculation Agent under the Securities is or will be responsible for verifying or ensuring that the fund's managers comply with its stated trading strategy (including a manager that is affiliated with Societe Generale).

The fund's managers (including a manager that is affiliated with Societe Generale) do not have any obligations to the Holders, or other role in connection with, the Securities, including any obligation to take the needs of the Holders into consideration for any reason. The fund's managers (including a manager that is affiliated with Societe Generale) are not responsible for, and have not endorsed or participated in, the offering, placement, sale, purchase or transfer of the Securities. The fund's managers (including a manager that is affiliated with Societe Generale) are not responsible for, and will not participate in, the determination or calculation of the amounts receivable by Holders.

Hedge funds, including the underlying funds, are not subject to the same regulatory regime, or regulated to the same extent as, mutual funds or registered securities or securities offerings. Changes to the current regulatory environment could affect the investment, operations and structure of the underlying funds and could adversely affect the performance of the underlying funds.

The underlying funds may invest in assets that involve further risks and such risks may not be fully disclosed at the time of investment by the relevant Issuer. The fund's managers and/or the investment advisors to hedge funds may invest in and trade in a variety of financial instruments using sophisticated investment techniques for hedging and non-hedging purposes. Such financial instruments and investment techniques include but are not limited to the use of leverage (i.e., borrowing money for investment purposes), short sales of securities, transactions that use derivatives such as swaps, stock options, index options, futures contracts and options on futures, transactions that involve the lending of securities to certain financial institutions, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. Furthermore, hedge funds may borrow an amount more than 100 per cent. of its assets on a consistent basis to increase its leverage. While these investment strategies and financial instruments allow the fund's managers and/or the investment advisors the flexibility to implement a range of strategies in an attempt to generate positive returns for the fund, they also create the risk of significant losses that may adversely affect the fund.

Hedge funds may invest in securities listed or traded on foreign exchanges. The execution of transactions on foreign exchanges might involve particular risks including but not limited to: higher volatility, government intervention, lack of transparency, lack of regulation, currency risk, political risk and economic social instability.

### ***Reliance on fund's managers and/or investment advisors of the underlying fund(s)***

Investment in Securities is speculative and entails substantial risks. The Final Redemption Amount or Early Redemption Amount (in the case of Notes) or the Settlement Amount or Cancellation Amount (in the case of Warrants) is based on, amongst other things, changes in the value of the underlying fund(s), which fluctuates and cannot be predicted. Moreover, any persons relying on the performance of the underlying fund(s) should note that such performance will depend to a considerable extent on the performance of the fund's managers and/or investment advisors of the fund(s). None of the Issuer, Societe Generale as Calculation Agent under the Securities or Societe Generale's affiliates is in a position to protect the Holders against fraud and misrepresentation by unaffiliated fund managers or the investment advisors. Investors should understand that they could be materially adversely affected by any such acts. Holders do not have and are not entitled to any beneficial interests in the underlying fund(s) and as such, have no recourse against the underlying fund(s), any investment advisor or manager either contractually or statutorily. Furthermore, as a practical matter, it may be difficult to bring an action, or to seek to enforce a judgment obtained in an action, against any of the aforementioned entities. In addition, the fund's managers and/or the investment advisors may be removed or replaced, the allocation of assets may vary from time to time and the various positions of the investments of the underlying fund(s) may be economically offsetting, all of which may affect the performance of the underlying fund(s).

The fund's managers and/or the investment advisors may manage or advise other funds and/or accounts and may have financial and other incentives to favour such other funds and/or accounts over the underlying fund(s). Also, the fund's managers and/or the investment advisors may manage or advise for their own accounts and the accounts of their clients and may make recommendations or take positions similar or dissimilar to those of the underlying fund(s) or which may compete with the underlying fund(s).

### ***Fees, Deductions and Charges will reduce the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount or the Settlement Amount, Cancellation Amount or Optional Cancellation Amount***

Fund fees will be deducted from the net asset value of the fund, reducing the value of the fund units. Accordingly, to the extent that the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount (in the case of Notes) or the Settlement Amount, Cancellation Amount or Optional Cancellation Amount (in the case of Warrants) is linked to the net asset value of a fund, such amount payable to Holders will be less than it would have been absent these fees, deductions and charges and Societe Generale or one of its affiliates may be the beneficiary of such fees or obtain rebate on such fees from third parties.

### ***Net Asset Value***

The Issuer believes that the market value of the Securities will likely depend substantially on the then-current net asset value of the underlying fund(s). If an investor chooses to sell its Securities, such investor may receive substantially less than the amount that would be payable at any relevant payment date based on that net asset value because of, for example, possible market expectations that the net asset value of the underlying fund(s) will continue to fluctuate between such time and the time when the final net asset value of the underlying fund(s) is determined. Political, economic and other developments that affect the investments underlying the underlying fund(s) may also affect the net asset value of the underlying fund(s) and, thus the value of the Securities.

### ***The illiquidity of the underlying fund's investments may cause the payment of the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount (in the case of Notes) or the Settlement Amount, Cancellation Amount or Optional Cancellation Amount (in the case of Warrants) to be reduced or delayed***

The Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount (in the case of Notes) or the Settlement Amount, Cancellation Amount or Optional Cancellation Amount (in

the case of Warrants) due to investors in Securities having funds as underlyings may be based on the redemption proceeds that would be paid in cash by the underlying fund to a hypothetical investor as a result of a valid and timely notice for redemption given by such hypothetical investor with effect as of the relevant valuation date. To meet a redemption request, the underlying fund would likely sell its own assets but such investments may not be readily saleable on or shortly after the valuation date for various reasons, including, but not limited to:

- infrequent redemption opportunities allowed by such underlying fund (for example, many hedge funds only allow monthly or quarterly liquidity);
- “gating,” lock-ups, side pockets or discretionary redemption delays or suspensions imposed by such underlying fund (for example, many hedge funds have provisions whereby redemption requests are scaled back if the aggregate amount of such requests reaches a predetermined limit); or
- such underlying funds’ own investments may be illiquid.

In these situations, the payment of the amount due to Holders may occur on the basis of the redemption proceeds paid by the underlying fund in respect of a valid and timely redemption order given after the occurrence of an event described above. If the redemption proceeds have not been paid by the underlying fund on the Maturity Date (in the case of Notes) or the applicable Settlement Date (in the case of Warrants), the payment of the amounts due on such date may be postponed after the Maturity Date or Expiration Date, as the case may be, up to a maximum period of two years. If at the expiry of this two-year period, the underlying fund has not paid in full the redemption proceeds, the final redemption amounts shall be determined by the Calculation Agent on the basis of what has actually been paid by the underlying fund. The amount received by the investors in the Securities may be as low as zero.

In the case of the occurrence of certain extraordinary events affecting an underlying fund, such as, but without limitation the insolvency, nationalization or merger of the underlying fund, the resignation or termination or replacement of the administrator, custodian, investment adviser or manager of the fund, a breach by the underlying fund of its investment strategy, the Calculation Agent may decide to terminate soon after the occurrence of such extraordinary event, the exposure of the Securities to the underlying fund and pay Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount at the Maturity Date (in the case of Notes) or the Settlement Amount, Cancellation Amount or Optional Cancellation Amount at the Expiration Date (in the case of Warrants) on the basis of the redemption proceeds paid by the underlying fund in the liquidation of such underlying fund. If the underlying fund is also subject to liquidity problems as described above, the postponement of the payment of the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount (in the case of Notes) or the Settlement Amount, Cancellation Amount or Optional Cancellation Amount (in the case of Warrants) up to a maximum period of two years may also apply.

Given recent experience in the hedge fund industry, it is likely that such delay would have an adverse impact on the amount payable to an investor under the Securities.

***If the underlying fund(s) invest(s) through a master-feeder structure, the latter may have an adverse effect on the underlying fund(s) and, therefore, the Securities***

The underlying fund(s) may invest through a “master-feeder” structure. As such, the underlying fund(s) will contribute substantially part or all of its assets to the master fund and may do so alongside other investors, including other feeder funds. The relevant master fund may also establish or allow investment by additional investors or feeder funds in the future.

The master-feeder fund structure, in particular the existence of multiple investment vehicles investing in the same portfolio, presents certain unique risks to investors. The underlying fund(s) may be materially affected by the actions of other investors, investment vehicles and feeder funds investing in

the master fund, particularly if such investors have large investments in the master fund. For example, if a larger investment vehicle or entity with a large investment in the master fund redeems its investment in the master fund, illiquidity in certain securities or markets could make it difficult for the master fund to liquidate positions on favourable terms to effect such redemption, which could result in losses or a decrease in the net asset value of the master fund. In addition, to satisfy such redemptions, the sub-manager may need to liquidate the master fund's most liquid investments; leaving remaining investors (including the underlying fund(s)) invested in more illiquid instruments. Such withdrawals may also leave the master fund with a less diversified pool of investments. This may increase the overall portfolio risk of the master fund, and, ultimately, the Notes. Conversely, the sub-manager may refuse a redemption request if it believes that such request, if fulfilled, would have a material adverse impact on the remaining investors of the master fund. This may negatively impact the liquidity of the master fund and, therefore, the underlying fund(s) and the Securities.

***Certain business activities may create conflicts of interest with Holders***

Societe Generale (which for the purposes of this paragraph shall include any of its affiliates) and/or the Issuer may engage in trading and other business activities relating to the underlying fund(s) or their underlying assets that are not for the Holders' accounts or on behalf of the Holders. These activities may present a conflict between a Holder's interest in the Securities and the interests Societe Generale and/or the Issuer, may have in their proprietary account. Such activities may include, among other things, the exercise of voting power, financial advisory relationships, financing transactions, derivative transactions and the exercise of creditor rights, each of which may be contrary to the interests of the Holders. Any of these trading and/or business activities may affect the value of an underlying fund(s) and thus could be adverse to a Holder's return on the Securities. Societe Generale and/or the Issuer may engage in any such activities without regard to the Securities or the effect that such activities may directly or indirectly have on Securities of any Series.

In addition, in connection with these activities, Societe Generale and/or the Issuer may receive information about the underlying fund(s) or their underlying assets that will not be disclosed to the Holders. Societe Generale and/or the Issuer have no obligation to disclose such information about the underlying fund(s) or the companies to which they relate to Holders.

***Additional Investments in, or Withdrawals of Amounts Previously Invested in, the Fund may Adversely Affect the Value of the Fund Units***

In the ordinary course of their business, whether or not they will engage in any secondary market making activities, Societe Generale (which for the purposes of this paragraph shall include any of its affiliates) and/or the Issuer may effect transactions for their own account or for the account of their customers and hold long or short positions in the underlying fund(s), underlying assets of the underlying fund(s) and/or related derivatives. In addition, in connection with the offering of any Series of Securities and during the term of such Series of Securities, each of Societe Generale and/or the Issuer, in order to hedge its obligations under the Securities, may enter into one or more hedging transactions with respect to the underlying fund(s), underlying assets of the underlying fund(s) and/or related derivatives.

In connection with any of such hedging or any market making activities or with respect to proprietary or other such trading activities, Societe Generale and/or the Issuer may enter into transactions in the underlying fund(s), underlying assets of the underlying fund(s) and/or related derivatives which may affect the market price, liquidity or value of the underlying fund(s) or their underlying assets, and therefore the Securities. Societe Generale and/or the Issuer may also issue other securities or financial or derivative instruments with returns linked or related to changes in the performance of the underlying fund(s) or their underlying assets. Any of the above situations may result in consequences which may be adverse to a Holder's investment. Societe Generale and/or the Issuer assumes no responsibility whatsoever for such consequences and their impact on a Holder's investment.

Investors should be aware that, as a result of hedging decisions by the hedging counterparty, transfers into or out of the fund by the hedging counterparty may affect the value of the fund units and, in turn, the fund linked amount of the Securities.

Furthermore, the Issuer may issue additional Tranches of Securities that are fungible with the Securities, or other bonds, notes or instruments that, while not fungible with the Securities, may be linked to an index with a component which has the underlying funds as reference asset. If such Securities are issued, Societe Generale or one of its affiliates may make additional investments in the underlying funds to hedge exposure incurred in connection with such transactions related to such Securities. Any such investment in the underlying funds could adversely affect the performance of the fund units, which could adversely affect the trading value of the Securities and the Final Redemption Amount or Early Redemption Amount (in the case of Notes) or the Settlement Amount or Cancellation Amount (in the case of Warrants).

### ***Legal, tax and regulatory changes***

Legal, tax and regulatory changes could occur during the term of the Securities that may adversely affect the underlying fund(s). The regulatory environment for hedge funds is evolving, and changes in the regulation of hedge funds may adversely affect the value of investments held by the underlying fund(s). In addition, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. Regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the underlying fund(s) could be substantial and adverse and consequently adversely affect the value of the Securities.

### ***No ownership rights in any underlying fund(s)***

An investment in the Securities does not entitle Holders to any ownership interest or rights in any underlying fund(s), such as voting rights or rights to any payments made to owners of the underlying fund(s). Instead, a Security represents a notional investment in the underlying fund(s). The term “notional” is used because although the value of the underlying fund(s) will be used to calculate payment under the Securities to Holders, Holders' investment in the Securities will not be used to purchase interests in the underlying fund(s) on their behalf.

Societe Generale (which for the purposes of this paragraph shall include any of its affiliates) and/or the Issuer, may purchase interests in the underlying fund(s) in order to hedge its obligations under the Securities but it is under no obligation to do so. Such interests, if any, are the separate property of Societe Generale and/or the Issuer and do not secure or otherwise underly the Securities. Therefore, in the event of a failure to pay the Final Redemption Amount and/or Early Redemption Amount (in the case of Notes) or the Settlement Amount or Cancellation Amount (in the case of Warrants) by the Issuer under the Securities, Holders will have no beneficial interest in or claim to any such interests in the underlying fund(s). Accordingly, any claims by Holders pursuant to the terms and conditions of such Securities will be *pari passu* with all other unsecured, unsubordinated, unconditional creditors of the Issuer.

### **Common Risk Factors relating to Index Linked Securities**

Where payments (whether in respect of principal and/or interest or settlement amounts and whether at maturity, exercise or otherwise) on Index Linked Securities are calculated by reference to an index or a basket of indices, or a share or a basket of shares, the creditworthiness of any reference entity or reference obligation or a basket of reference entities or reference obligations, a commodity or a basket of commodities, (each a “**Reference Asset**”), the return of the Securities is based on changes in the value of the Reference Asset, which fluctuates. Changes in the value of the Reference Asset cannot be predicted. Although historical data with respect to the Reference Asset is available, the historical performance of the Reference Asset should not be taken as an indication of future performance.

### ***Investors' Yield may be Lower Than the Yield on a Standard Debt Security of Comparable Maturity***

Unlike conventional fixed rate or floating rate debt securities, Index Linked Securities whose payments (whether in respect of principal and/or interest or settlement and whether at maturity, exercise or otherwise) are calculated by reference to an index, may (i) not provide periodic payments of interest in the case of Notes or (ii) provide payment of any Settlement Amount in an amount significantly reduced from that anticipated or expire worthless in the case of Warrants. Further, with respect to the Final Redemption Amount of any Notes, the effective yield to maturity of the Notes may be less than that which would be payable on a conventional fixed rate or floating rate debt security. The return of the Final Redemption Amount of each Note at maturity or the Settlement Amount following the exercise of any Warrant may not compensate the Holder for any opportunity cost implied by inflation and other factors relating to the value of money over time.

### **Risk Factors relating to Index Linked Securities based on Indices**

#### ***Return does not reflect Dividends***

Depending upon the calculation methodology of an index, where the performance of an index is taken into account in order to calculate payments due under the Index Linked Securities the payment of income (such as dividends for an index that has stocks as underlyings) may not be reflected as the index may be calculated by reference to the prices of the underlyings comprising the index without taking into consideration the value of any income paid on those underlying assets. Therefore, the yield to maturity of Index Linked Securities referring to an index may not be the same as the yield that would be produced if such underlying assets were purchased and held for a similar period.

#### ***Risks relating to an Index***

Index Linked Securities based on an index are subject to risks broadly similar to those attending any investment in a broadly-based portfolio of assets including, without limitation, the risk that the general level of prices for such assets may decline. The following is a list of some of the significant risks associated with an index:

- (i) historical performance of the index does not indicate the future performance of the index. It is impossible to predict whether the value of the index will fall or rise during the term of the Securities; and
- (ii) if the index comprises underlying stocks, the trading prices of the stocks underlying the index will be influenced by political, economic, financial, market and other factors. It is impossible to predict what effect these factors will have on the value of any asset related to the index and, in turn, the return on the Securities.

The policies of the sponsor of an index (including a sponsor that is affiliated with Societe Generale) concerning additions, deletions and substitutions of the assets underlying the index and the manner in which the index sponsor takes account of certain changes affecting such underlying assets may affect the value of the index. The policies of an index sponsor with respect to the calculation of an index could also affect the value of the index. An index sponsor may discontinue or suspend calculation or dissemination of information relating to its index. Any such actions could affect the value of the Securities.

In addition, indices may be subject to management fees and other fees as well as charges that are payable to the index sponsor(s) and which can reduce the Final Redemption Amount or Settlement Amount payable to Holders. Such fees may be paid to index sponsors that are affiliates of Societe Generale.

#### ***Conflicts of interest in connection with indices***

The composition of, and the methodologies used in connection with, certain indices to which Securities are linked may be determined and selected by Societe Generale or one of its affiliates. In

selecting such methodologies, Societe Generale or the relevant affiliate of Societe Generale, can be expected to have regard to its own objectives and interests and/or those of its affiliates and there is no guarantee that the methodologies selected will not be less favourable to the interests of investors than methodologies used by other index sponsors in comparable circumstances.

If the hedging activities of Societe Generale or one of its affiliates in connection with a particular index are disrupted, Societe Generale or the relevant affiliate may decide to terminate calculations in relation to such index sooner than another index sponsor would in comparable circumstances. Such a termination may trigger the early redemption or cancellation of the Securities.

### **Risk Factors specific to Index Linked Securities based on Shares**

#### ***No Beneficial Interest in the Underlying Shares***

A Holder of the Securities will not be a beneficial owner of the underlying shares and therefore will not be entitled to receive any dividends or similar amounts paid on the underlying shares, nor will a Holder be entitled to purchase the underlying shares by virtue of their ownership of the Securities. Moreover, Holders of the Securities will not be entitled to any voting rights or other control rights that holders of the underlying shares may have with respect to the issuer of such underlying shares. The Final Redemption Amount or Settlement Amount will not reflect the payment of any dividends on the underlying shares. Accordingly, the return on the Securities will not reflect the return a Holder would realise if such Holder actually owned the underlying shares and received dividends, if any, paid on those securities. Therefore, the yield to maturity based on the methodology for calculating the Final Redemption Amount or Settlement Amount will not be the same yield as would be produced if the underlying shares were purchased directly and held for a similar period.

#### ***Risks arising from Conduct of Issuers of Shares***

The issuers of underlying shares are not involved in the offer of the Securities in any way and have no obligation to consider a Holder's interests in taking any corporate actions that might affect the value of the Securities. The issuers of underlying shares may take actions that will adversely affect the value of the Securities.

### **Risk Factors relating to Commodity Linked Securities**

Commodity Linked Securities may be redeemed by the Issuer at their par value and/or by the physical delivery of the underlying asset(s) and/or by payment of an amount determined by reference to the value of the underlying asset(s). Accordingly, an investment in Commodity Linked Securities may bear similar market risks to a direct investment in the relevant commodities and investors should take advice accordingly. Interest payable on Commodity Linked Securities may be calculated by reference to the value of one or more underlying asset(s). The value of the underlying asset(s) may vary over time and may increase or decrease by reference to a variety of factors which may include global supply and demand of commodities to which the underlying asset(s) refer, production and selling activities of the respective commodities by producers, central banks and international organisations, demand for end-products based on the respective commodity, net investment demand and industrial demand.

### **Risk Factors relating to Credit Linked Securities<sup>2</sup>**

#### ***Credit risk on Reference Entities***

In the event of the occurrence of certain circumstances (which may include, amongst other things, Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or

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<sup>2</sup> Capitalised terms used in this section, but not otherwise defined in this Offering Circular, shall have the meanings given to them in the 2003 ISDA Credit Derivatives Definitions, as amended and/or supplemented from time to time.

Restructuring) in relation to a Reference Entity or Reference Entities, in each case as specified in the applicable Offering Circular Supplement, the obligation of the Issuer to pay principal or a settlement amount may be replaced by (i) an obligation to pay other amounts which are equal to either certain fixed amount(s) as specified in the applicable Offering Circular Supplement or amounts calculated by reference to the value of the underlying asset(s) (which may, in each case, be less than the par value of the Securities at the relevant time) and/or (ii) an obligation to deliver the underlying asset(s). In addition, interest-bearing credit linked Notes may cease to bear interest on or prior to the date of occurrence of such circumstances.

Accordingly, Holders may be exposed to fluctuations in the creditworthiness of the Reference Entities to the full extent of their investment in the credit linked Securities.

### ***Credit observation period***

Holders may suffer a loss of some or all of their investment in respect of one or more Credit Events that occur on or after the date falling 60 days prior to the Trade Date or the Issue Date. Neither the Calculation Agent or the Issuer nor any of their respective affiliates has any responsibility to avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date (being a date specified in the Offering Circular Supplement and being, generally, the date on which the initial investor(s) in any Series of Securities commit to purchase such Securities, and accordingly, on which the Swap Counterparty will undertake related hedging activity) or the Issue Date (being the settlement date of the Securities on which the Securities are issued and the investor pays the purchase price).

### ***Actions of Reference Entities***

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

### ***Valuation***

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

### ***“Cheapest-to-Deliver” risk***

Since the Swap Counterparty, as buyer of protection, in relation to a credit linked security, has discretion to choose the portfolio of obligations to be valued or delivered following a Credit Event in respect of a Reference Entity, it is likely that the portfolio of obligations selected will be obligations of the Reference Entity with the lowest market value that are permitted to be selected pursuant to the Securities and the Swap Agreement. This could result in a lower recovery value and hence greater losses for investors in the Securities.

### ***No information***

None of the Swap Counterparty, the Calculation Agent or the relevant Issuer is obliged to disclose to Holders any information which it may have at the Issue Date of the Securities or receive thereafter in relation any Reference Entity.

### ***Compounding of risks***

Risks relating to the Securities may be correlated or compounded and such correlation and/or compounding may result in increased volatility in the value of the Securities and/or in increased losses for Holders.

### ***No need for loss***

Credit losses will be calculated for the purposes of the Securities irrespective of whether the Swap Counterparty or its affiliates or the relevant Issuer has suffered an actual loss in relation to the Reference Entity or any obligations thereof. Neither the Swap Counterparty nor the Issuer is obliged to account for any recovery which it may subsequently make in relation to such Reference Entity or its obligations.

### ***No interest in obligations of Reference Entities***

The Securities do not constitute an acquisition by the Holders of any interest in any obligation of a Reference Entity. Neither the Swap Counterparty nor the Issuer grants any security interest over any such obligation.

### ***Absence of benchmarks for valuation***

In determining the value of the Securities, dealers may take into account the level of a related credit index in addition to or as an alternative to other sources of pricing data. If any relevant index ceases to be liquid, or ceases to be published in its entirety, then the value of the Securities may be adversely affected.

### ***Historical performance may not predict future performance***

Individual credits may not perform as indicated by the historical performance of similar credits. Even if future performance is similar to that of historic performance for the entire market, each prospective investor must make its own determination as to whether the performance of the Securities will reflect such experience. Historical default statistics may not capture events that would constitute Credit Events for the purposes of the Securities.

### ***Limited provision of information about the Reference Entities***

This Offering Circular and any Offering Circular Supplement will provide limited information with respect to the Reference Entities. Investors should conduct their own investigation and analysis with respect to the creditworthiness of Reference Entities and the likelihood of the occurrence of a Credit Event and seek appropriate advice where necessary.

None of the Issuer, the Swap Counterparty or the Calculation Agent or any of their respective affiliates will have any obligation to keep investors informed as to any matters with respect to the Reference Entities or any of their obligations, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Credit Event or a Succession Event with respect to the Reference Entities.

## **Auction settlement relating to Credit Linked Securities and certain other forms of Securities<sup>3</sup>**

### ***ISDA Credit Derivatives Determinations Committees***

ISDA Credit Derivatives Determinations Committees were established in 2009 to make determinations that are relevant to the majority of the credit derivatives market and to promote transparency and consistency.

In making any determination with respect to a credit event or a succession event, the Calculation Agent under the Swap Agreement may have regard to announcements, determinations and resolutions made by ISDA and/or the ISDA Credit Derivatives Determinations Committees. In certain circumstances, the Securities may be subject to the announcements, determinations and resolutions made by ISDA and/or the ISDA Credit Derivatives Determinations Committees. Such announcements, determinations and resolutions could affect the quantum and timing of payments of interest and principal (in the case of Notes) or settlement amount (in the case of Warrants). For the avoidance of doubt, none of the Issuer, the Swap Counterparty, the Calculation Agent under the Swap Agreement or the Determination Agent or any other relevant parties in respect of the Securities will be liable to any person for any determination, redemption, calculation and/or delay or suspension of payments and/or redemption or cancellation of the Securities resulting from or relating to any announcements, publications, determinations and resolutions made by ISDA and/or any ISDA Credit Derivatives Determinations Committee.

### ***Risks associated with auction settlement following a credit event***

To the extent that auction settlement relates to the Securities, amounts payable under the Securities may be determined on the basis of the final price determined pursuant to the auction held in respect of the Reference Entity or Reference Obligation, provided that the ISDA Credit Derivatives Determinations Committee determines that an applicable auction will be held. Holders are subject to the risk that where a final price is determined in accordance with an auction, this may result in a different recovery value than the Reference Entity or Reference Obligation would have had if such final price had been determined pursuant to alternative methods and a lower recovery value would tend to reduce the amount payable to Holders upon redemption or exercise of the Securities. If the ISDA Credit Derivatives Determinations Committee does not decide to hold an auction with respect to obligations of the Reference Entity or auction settlement is otherwise not relevant to the Securities, then the cash or physical settlement method may apply.

### ***Potential conflicts of interest***

Societe Generale is a leading dealer in the credit derivatives market and may act as Calculation Agent under the Swap Agreement. If an auction is held in respect of a Reference Entity for which a credit event has occurred, there is a high probability that Societe Generale or one of its affiliates would act as a participating bidder in any such auction. In such capacity, it may take certain actions which may influence the final price determined pursuant to the auction, including, without limitation, (i) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations that are not denominated in the auction currency into such currency for the purposes of the auction and (ii) submitting bids, offers and physical settlement requests with respect to the relevant deliverable obligations. In deciding whether to take any such action, or whether to act as a participating bidder in any auction, Societe Generale and its affiliates shall be under no obligation to consider the interests of any Holder.

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<sup>3</sup> Capitalised terms used in this section, but not otherwise defined in this Offering Circular, shall have the meanings given to them in the 2003 ISDA Credit Derivatives Definitions, as amended and/or supplemented from time to time.

Societe Generale (or, as the case may be, one of its affiliates) may be a voting member on one or more of the ISDA Credit Derivatives Determinations Committees and if it is a voting member, it may take certain actions that may influence the process and outcome of decisions of such ISDA Credit Derivatives Determinations Committees. Such actions may be adverse to the interests of the Holders and may result in an economic benefit accruing to Societe Generale or its affiliates. In taking any action relating to the ISDA Credit Derivatives Determinations Committees or performing any duty under the Rules that govern the ISDA Credit Derivatives Determinations Committees, Societe Generale (or, as the case may be, one of its affiliates) shall have no obligation to consider the interests of the Holders and may ignore any conflict of interest arising in respect of the Securities.

***Holders will not be able to refer questions to the ISDA Credit Derivatives Determinations Committees***

Holders, in their capacity as Holders of the Securities, will not have the ability to refer questions to an ISDA Credit Derivatives Determinations Committee since the Securities are not a credit default swap transaction and the Securities do not otherwise allow for such referral. As a result, Holders will be dependent on other market participants to refer specific questions to the ISDA Credit Derivatives Determinations Committees that may be relevant to the Holders. The Calculation Agent under the Swap Agreement has no duty to the Holders to refer specific questions to the ISDA Credit Derivatives Determinations Committees.

***Holders will have no role in the composition of the ISDA Credit Derivatives Determinations Committees***

Separate criteria will apply to the selection of dealer and non-dealer institutions to serve on the ISDA Credit Derivatives Determinations Committees, and Holders will have no role in establishing such criteria. In addition, the composition of the ISDA Credit Derivatives Determinations Committees will change from time to time in accordance with its rules, as the term of a member institution may expire or a member institution may be required to be replaced. Holders will have no control over the process for selecting institutions to participate on the ISDA Credit Derivatives Determinations Committees and, to the extent provided for in the Securities, will be subject to the determinations made by such selected institutions in accordance with such rules.

***Holders will have no recourse against either the institutions serving on the ISDA Credit Derivatives Determinations Committees or the external reviewers***

Institutions serving on the ISDA Credit Derivatives Determinations Committees and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the rules governing the ISDA Credit Derivatives Determinations Committees, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the member institutions of the ISDA Credit Derivatives Determinations Committees from time to time will not owe any duty to the Holders, and the Holders will be prevented from pursuing legal claims with respect to actions taken by such member institutions under such rules.

Holders should also be aware that member institutions of the ISDA Credit Derivatives Determinations Committees have no duty to research or verify the veracity of information on which a specific determination is based. In addition, the ISDA Credit Derivatives Determinations Committees are not obligated to follow previous determinations and, therefore, could reach a conflicting determination for a similar set of facts.

***Holders will be responsible for obtaining information relating to deliberations of the ISDA Credit Derivatives Determinations Committees***

Notices of questions referred to the ISDA Credit Derivatives Determinations Committees, meetings convened to deliberate such questions and the results of binding votes of the ISDA Credit Derivatives Determinations Committees will be published on the website of ISDA and none of the Issuer, the Swap Counterparty, the Calculation Agent under the Swap Agreement or the Determination Agent or

any other relevant parties in respect of the Securities or any of their respective affiliates shall be obliged to inform Holders of such information, other than as expressly provided in the terms of the Securities. Any failure by Holders to be aware of information relating to determinations of an ISDA Credit Derivatives Determinations Committee will have no effect under the Securities and Holders are solely responsible for obtaining any such information.

### **Market and Other Risks**

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

#### ***No Secondary Market and Illiquid Securities***

There can be no assurance that a secondary market will develop in respect of the Securities or other Transactions.

Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Securities 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 Securities 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 and where the Securities comprise or include privately placed, unlisted securities or domestic securities or other assets which are not admitted to any trading market and which are not readily realisable.

These types of Securities 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 Securities.

**In addition, Holders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date of this Offering Circular), whereby there is a general lack of liquidity in the secondary market for instruments similar to certain of the Securities which may be issued hereunder. Such lack of liquidity may result in investors suffering losses on the Securities in secondary resales even if there is no decline in the performance of the Securities, any underlying or reference, or the assets of the Issuer. The Issuer cannot predict whether these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Notes and instruments similar to the Notes at that time.**

#### ***Exchange Rate Risks and Exchange Controls***

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

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***

Investment in fixed rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed 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 structure, market, additional factors discussed above, and other factors 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.

During its holding of a Note, a Noteholder should take such steps as it considers necessary to evaluate the on-going risks and merits of a continued investment in such Notes. Such steps should not rely solely on ratings. In particular, prospective investors should not rely solely on downgrades of ratings as indicators of deteriorating credit. Market indicators (such as rising credit default spreads and yield spreads with respect to the relevant entity) often indicate significant credit issues prior to any downgrade. During the global financial crisis, rating agencies have been the subject of criticism from a number of global governmental bodies that they did not downgrade entities on a sufficiently quick basis.

Prospective investors who place too much reliance on ratings, or who do not understand what the rating addresses, may be subject to losses as a result.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the applicable Offering Circular Supplement.

### ***Legal Investment Considerations may restrict Certain Investments***

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

### ***Emerging Markets***

The assets comprising the Collateral or, as the case may be, to which the return on any Series of Securities may be linked may originate from an emerging markets country. Investing in securities issued by entities in emerging markets countries or in securities, the return on which is linked to such securities involves certain systemic and other risks and special considerations which include:

- (i) the prices of emerging markets assets may be subject to sharp and sudden fluctuations and declines;
- (ii) emerging markets securities and other assets tend to be relatively illiquid. Trading volume may be lower than in debt of higher grade credits. This may result in wide bid/offer spreads

prevailing in adverse market conditions. In addition, the sale or purchase price quoted for a portion of the Collateral may be better than can actually be obtained on the sale of the entire holding of the Collateral;

- (iii) published information in or in respect of emerging markets countries and the issuers of or obligors in respect of emerging markets securities or other assets has been proven on occasions to be materially inaccurate;
- (iv) in certain cases the Holders of Securities or investors in other Transactions may be exposed to the risk of default by a sub-custodian in an emerging markets country; and
- (v) realisation of Collateral comprising emerging markets securities or other assets may be subject to restrictions or delays arising under local law.

### **Limited Recourse Obligations and Related Risks**

Holders are only entitled to have recourse to the assets over which security has been created in relation to the Securities. After those assets have been realised and the proceeds distributed in accordance with the order of priority set out herein, the Holders are not entitled to take any further steps against the Issuer to recover any sum and no debt, liability or obligation shall be owed by the Issuer in respect of any further sum.

This Offering Circular does not constitute, and may not be used for the purposes of, an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of the Securities.

Prospective purchasers of the Securities should be aware that there are a number of risks associated with the purchase of the Securities, including the risk that the Issuer may become subject to claims or other liabilities (whether in respect of the Securities or otherwise) which are not themselves subject to limited recourse or non-petition provisions as set out above.

### **Eligibility of certain Global Notes for Eurosystem Monetary Policy**

If indicated in the relevant Offering Circular Supplement, any Global Notes issued from time to time by either Iris or Iris II may be intended to be held in a manner which will allow Eurosystem eligibility. This simply means that such Notes were upon issue deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operation by the Eurosystem (“**Eurosystem Eligible Collateral**”) either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. If the Notes do not satisfy the criteria specified by the European Central Bank, there is a risk that the Notes will not be Eurosystem Eligible Collateral. The Issuer gives no representation, warranty, confirmation or guarantee to any investor in such Notes that the Notes will, either upon issue, or at any or all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem Eligible Collateral. Any potential investor in such Notes should make their own conclusions and seek their own advice with respect to whether or not the Notes constitute Eurosystem Eligible Collateral.

### **No Registration under Investment Company Act**

None of the Issuers has been or will be registered with the United States Securities and Exchange Commission (the “**SEC**”) as an investment company pursuant to the Investment Company Act in reliance on the exemption provided by Section 3(c)(7) of the Investment Company Act for investment companies which are not making and do not propose to make a public offering of their securities within the United States or to U.S. persons and in reliance on any other applicable exemptions under the Investment Company Act.

If the SEC or a court of competent jurisdiction were to find that the Issuer was required, but in violation of the Investment Company Act had failed, to register as an investment company, possible

consequences include, but are not limited to, the following: (a) the SEC could apply to a district court to seek civil penalties for such violation; and (b) any contract to which the Issuer is party that is made in, or whose performance involves a, violation of the Investment Company Act or any rule or regulation thereunder would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected.

## OVERVIEW OF THE PROGRAMME

*This overview must be read as an introduction to this Offering Circular and any decision to invest in any Securities should be based on a consideration of this Offering Circular and the related Offering Circular Supplement as a whole, including the documents incorporated by reference.*

*The following overview is qualified in its entirety by the remainder of this Offering Circular and, in relation to each Series, the Offering Circular Supplement relating to such Series. Words and expressions defined or used in “Terms and Conditions of the Securities” or in the relevant Offering Circular Supplement shall have the same meaning herein.*

**Issuer** ..... Claris Limited (“**Claris**”), Claris 2 Limited (“**Claris 2**”), Claris III Limited (“**Claris III**”), Claris IV (“**Claris IV**”), Iris SPV plc (“**Iris**”), Iris II SPV Limited (“**Iris II**”) or the Specified Issuer which is stipulated in the relevant Offering Circular Supplement and which has executed an Acceptance Deed.

Information relating to each Specified Issuer will be contained in an Offering Circular Supplement relating to such Specified Issuer and information relating to the Mortgaged Property will also be contained in an Offering Circular Supplement.

References herein to the “**Issuer**” are references to the relevant Issuer in respect of (and only to the extent of) the Securities issued by it and in respect of the Master Documents to the extent that it is bound by them and such references specifically exclude any other Issuer.

**Description**..... Secured Transaction Programme pursuant to which the Issuer may issue Securities and enter into other Transactions.

**Size**..... Up to EUR 20,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.

**Arranger** ..... Societe Generale

**Mortgaged Property** ..... No Transaction Security created by any Issuer in respect of any Series of Securities shall benefit Holders of any other Series of Securities issued by (or any other creditors of) it or any other Issuer.

The Securities of each Series will be secured in the manner set out in Condition 4 (*Transaction Security*) of the Terms and Conditions of the Securities (the “**Conditions**”), including a charge on and/or assignment of and/or other security interest over or in respect of rights to or under the Collateral and the Agency Agreement (as defined in the Conditions) and all sums held from time to time by the Custodian and/or the Issuing and Paying Agent or the Warrant Agent, as the case may be, insofar as such sums relate to that Series. Each Series may also be secured on such additional security as may be described in the relevant Offering Circular Supplement. References in this Offering Circular to “**Transaction Security**” are to the security

constituted by the relevant Supplemental Trust Deed.

**Dealers**..... Societe Generale

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 Offering Circular to “Permanent Dealers” are to the person or persons listed above as Dealer and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to “Dealers” are to all Permanent Dealers and all persons appointed as dealers in respect of one or more Tranches.

**Trustee** ..... HSBC Corporate Trustee Company (UK) Limited

**Issuing and Paying Agent**..... HSBC Bank plc

**Warrant Agent** ..... HSBC Bank plc

**Paying Agent**..... HSBC Institutional Trust Services (Ireland) Limited

**Agents** ..... The Issuing and Paying Agent, the Warrant Agent, the other Paying Agents, the Calculation Agent, the other Transfer Agents and the Custodian or any of them.

**Method of Issue**..... The Securities will be issued on a syndicated or non-syndicated basis. The Securities will be issued in series (each, a “**Series**”) having one or more issue dates and on terms otherwise identical (or identical other than, in the case of Notes only, in respect of the first payment of interest), the Securities of each Series being intended to be interchangeable and fungible with all other Securities of that Series (except as described in “*Risk Factors - Fungibility of Securities*” above). Each Series of Notes may be issued in tranches (each, a “**Tranche**”) on the same date. Warrants will not be issued in tranches on the same date but, in respect of any Series of Warrants, further Warrants may be issued from time to time in accordance with Condition 14 (*Further Issues*), such further Warrants being issued as a subsequent “**Tranche**” of such Series of Warrants. Where the word “Tranche” is used in this Offering Circular in relation to any Series of Warrants, it shall (unless the context requires otherwise) be construed as referring to the whole Series of such Warrants. One or more Tranches of Notes may rank senior (each, a “**Senior Tranche**”) to any other Tranche of Notes (each, a “**Subordinated Tranche**”) in accordance with the application of proceeds as set out in the Trust Deed. The specific terms of each Tranche of Notes (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of Notes of the same Series) will be set out in a supplement to this Offering Circular (an “**Offering Circular**”).

**Supplement”).**

**Issue Price of Securities** ..... Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Warrants may be issued at a price and in currency determined by the Issuer. Partly paid Notes (but not Warrants) may be issued, the issue price of which will be payable in two or more instalments.

**Form of Transactions** .....

**(a) Notes** ..... The Notes may be issued in bearer form only (“**Bearer Notes**”), in bearer form exchangeable for Registered Notes (as defined herein) (“**Exchangeable Bearer Notes**”) or in registered form only (“**Registered Notes**”). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Bearer Note if (A)(i) Definitive Bearer Notes are to be made available to Noteholders following the expiry of 40 days after their issue date; or (ii) such Notes have an initial maturity of more than one year and (B) are being issued in compliance with the TEFRA D Rules (as defined in “*Overview of the Programme — Regulation S*”), otherwise such Tranche will be represented by a permanent Global Bearer Note. Registered Notes will be issued in respect of each Noteholder’s entire holding of Notes of one Series. Registered Notes are either issued in global form and are registered in the name of a nominee, or the nominee for the Common Depository, for one or more Clearing Systems (“**Global Registered Notes**”) or issued in definitive form and are registered in the name of the owner thereof or its nominee (“**Definitive Registered Notes**”).

**(b) Warrants**..... The Warrants may be issued in clearing system form (“**Clearing System Warrants**”) or registered form (“**Registered Warrants**” and, together with the Registered Notes, “**Registered Securities**”). Each Series of Clearing System Warrants will be represented on issue by a Clearing System Global Warrant. Registered Warrants will be issued in respect of each Warrantholder’s entire holding of Warrants of one Series. Registered Warrants are either issued in global form and are registered in the name of a nominee (“**Global Registered Warrants**”) or issued in definitive form and are registered in the name of the owner thereof or its nominee (“**Definitive Registered Warrants**”). Interests in a Clearing System Global Warrant may not be exchanged for interests in a Global Registered Warrant and vice versa.

**(c) Eurosystem-eligible NGN Form and Eurosystem-eligible NSSGRN Form**..... If indicated in the relevant Offering Circular Supplement, any Global Bearer Notes or Global Registered Notes issued from time to time by either Iris or Iris II may be intended to be held in a manner which will allow Eurosystem eligibility which means that they are intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem. To this end, Global Bearer Notes may be issued by either Iris or Iris II in the Eurosystem-eligible NGN form (as defined herein) and

Global Registered Notes may be issued by either Iris or Iris II in the Eurosystem-eligible NSSGRN form (as defined herein). A temporary Global Bearer Note or a permanent Global Bearer Note, in either case where the relevant Offering Circular Supplement indicates that such Note is intended to be issued in new global note form is referred to as a “**New Global Note**” or “**NGN**” and an NGN which is intended to be held in a manner which would allow Eurosystem eligibility, as indicated in the relevant Offering Circular Supplement, is referred to as a “**Eurosystem-eligible NGN**”. A Global Registered Note where the relevant Offering Circular Supplement indicates that such Note is intended to be issued under the new safekeeping structure implemented on 30 June 2010 by the ICSDs is referred to as a “**NSS Global Registered Note**” or “**NSSGRN**” and an NSSGRN which is intended to be held in a manner which would allow Eurosystem eligibility, as indicated in the relevant Offering Circular Supplement, is referred to as a “**Eurosystem-eligible NSSGRN**”. The “**Eurosystem**” refers to the European System of Central Banks as the term is used by the Governing Council of the European Central Bank.

**(d) Loans, Options and Swap Transactions**..... Transactions may also be in the form of other financial transactions including Loans, Options or Swap Transactions, or contracts for the sale and/or purchase of assets.

**Credit Support** ..... Transactions may be issued with the benefit of monoline guarantees or other forms of credit enhancement as specified in the relevant Offering Circular Supplement and/or Supplemental Trust Deed.

**Clearing Systems**..... Euroclear, Clearstream, Luxembourg and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Paying Agent or Warrant Agent (as the case may be), the Trustee, the Irish Stock Exchange (in relation to Securities listed on the Irish Stock Exchange) and the relevant Dealer.

References in this Offering Circular to “Clearing System” are references to one or more of the Clearing Systems as may be relevant in respect of any Series of Securities.

**Initial Delivery of Securities** If specified in the relevant Offering Circular Supplement, on or before the issue date for each Tranche, the Global Bearer Note, the Clearing System Global Warrant, the Global Registered Notes or the Global Registered Warrants may (or, in the case of Securities listed on the Irish Stock Exchange, will) be deposited with a common depository for Euroclear and Clearstream, Luxembourg, unless in the case of (a) any temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be an NGN or (b) any Global Registered Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be an NSSGRN, in which case it will be

deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg. Global Bearer Notes, Clearing System Global Warrants, Global Registered Notes or Global Registered Warrants relating to Securities that are not listed on the Irish Stock Exchange (and not, in the case of Notes, intended to be an NGN or an NSSGRN (as the case may be)) may also be deposited with any other clearing system or may be delivered outside any clearing system, *provided that* the method of such delivery has been agreed in advance by the Issuer, the Issuing and Paying Agent or Warrant Agent (as applicable), the Trustee and the relevant Dealer. Global Registered Notes or Global Registered Warrants that are to be credited to one or more clearing systems on issue will be registered in the name of nominees, or the nominee for the Common Depositary, for such clearing systems.

On the issue date for each Tranche, Definitive Registered Notes or Definitive Registered Warrants will be delivered to the purchasers thereof or their nominees.

**Currencies**..... Subject to compliance with all relevant laws, regulations and directives, Securities may be issued in any currency as agreed between the Issuer and the relevant Dealers.

**Maturities of the Notes and exercise periods of the Warrants**..... Subject to compliance with all relevant laws, regulations and directives, the Notes may be issued with any maturity and the Warrants may be issued with any length of exercise period or with any length of time to the relevant exercise dates, as applicable.

Notes (including Notes denominated in sterling) having a maturity of less than one year from their date of issue and (i) 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 of the Financial Services and Markets Act 2000 (“**FSMA**”) of the United Kingdom will have a minimum denomination of £100,000 (or its equivalent in other currencies); and (ii) which are issued by Iris or Iris II, will be issued in full compliance with the notice of the Central Bank and Financial Services Authority of Ireland of exemptions granted under Section 8(2) of the Central Bank Act, 1971 (as amended).

If Iris or Iris II issues Notes with an original maturity of less than one year, it will be considered to be carrying on banking business as defined in Section 2 of the Irish Central Bank Act 1971 (as amended by Section 29 of the Central Bank Act 1989 and Section 70(b) of the Central Bank Act 1997), unless it meets the requirements of the Central Bank of Ireland Notice BSD C 01/02 in relation to Commercial Paper exemptions (the “**CBI Notice**”), and in particular the requirements of Section II of the CBI Notice relating to Asset-Backed Commercial Paper.

**Specified Denomination of Notes** Definitive Notes will be in such denominations as may be

specified in the relevant Offering Circular Supplement.

**Unit size of Warrants.....** The applicable Offering Circular Supplement may specify that Warrants may only be issued and/or exercised in units consisting of two or more Warrants (each, a “**Unit**”).

**Minimum Denomination of Notes.....** Except for Non-EU Notes (as defined below), no Notes may be issued under the Programme which have a minimum denomination of less than EUR 100,000 (or equivalent in another currency at their issue date). Subject thereto, Notes will be issued in such denominations as may be specified in the applicable Offering Circular Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Notes that are (A) denominated in the currency for the time being of any country which is not a Member State of the European Economic Area; and (B)(i) are admitted to listing, trading and/or quotation on any other stock exchange, listing authority and/or quotation system in any country which is not a Member State of the European Economic Area; or (B)(ii) are offered by private placement into any country which is not a Member State of the European Economic Area (together, “**Non-EU Notes**”), may, subject to applicable law and regulation, be issued in any denomination, including in denominations of less than EUR 100,000.

**Minimum Unit size of Warrants** Warrants will be issued at such prices or in such Unit sizes as may be specified in the applicable Offering Circular Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Except for Non-EU Warrants (as defined below), the minimum consideration which will be paid by a Holder of Warrants for such Warrants on the Issue Date relating thereto will be at least equal to EUR 100,000 (or equivalent in another currency at that time).

Warrants that are (A) settled in the currency for the time being of any country which is not a Member State of the European Economic Area; and (B)(i) are admitted to listing, trading and/or quotation on any other stock exchange, listing authority and/or quotation system in any country which is not a Member State of the European Economic Area; or (B)(ii) are offered by private placement into any country which is not a Member State of the European Economic Area (together, “**Non-EU Warrants**”), may, subject to applicable law and regulation, be issued at any issue price or price per Unit, in either case of less than EUR 100,000.

**Redemption of Notes .....** The Offering Circular Supplement will specify the basis for calculating the redemption amounts payable in respect of each Series of Notes or the basis for their calculation.

**Redemption by Instalments (Notes only) .....** The Offering Circular Supplement issued in respect of each Series of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts

in which, such Notes may be redeemed.

**Settlement of Warrants** ..... The Offering Circular Supplement will specify the basis for calculating the settlement amount in respect of each Series of Warrants or the basis for its calculation.

**Types of Warrants** ..... The Offering Circular Supplement will specify whether the Warrants are American style Warrants (“**American Style Warrants**”), European style Warrants (“**European Style Warrants**”) or Bermudan style Warrants (“**Bermudan Style Warrants**”) in each case as further described in Condition 20 (*Type of Warrants*) and whether the Warrants are call Warrants (“**Call Warrants**”) or put Warrants (“**Put Warrants**”).

**Type of Structured Notes** ..... The Offering Circular Supplement will specify whether the Notes are Equity Linked Notes (which shall be deemed to include the terms of the relevant Sub-Annex), Index Linked Notes, Fund Linked Notes, Commodity Linked Notes, Inflation Linked Notes, Foreign Exchange Rate Linked Notes or Reference Rate Linked Notes or other structured Notes (together, the “**Structured Notes**”).

**Fixed Rate Notes** ..... Fixed rate Notes will bear interest at a fixed rate which will be payable in arrear on the date or dates in each year specified in the relevant Offering Circular Supplement.

**Floating Rate Notes** ..... Floating rate Notes will bear interest (payable in arrear) determined separately for each Series of Notes as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., or any successor provisions published by the International Swaps and Derivatives Association, Inc.;
- (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Offering Circular Supplement) as adjusted for any applicable margin; or
- (iii) by reference to any other benchmark, formula or basis, or any combination thereof, as specified in the relevant Offering Circular Supplement.

Interest Periods will be specified in the relevant Offering Circular Supplement.

**Zero Coupon Notes** ..... Zero coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.

**Dual Currency Notes** ..... Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based

on such rates of exchange, as may be specified in the relevant Offering Circular Supplement.

**Index Linked Notes and Index Linked Warrants (together, “Index Linked Securities”)**.....

Payments of principal (in the case of Notes where Index Linked Redemption is specified in the relevant Offering Circular Supplement (an “**Index Linked Redemption Note**”)), of interest (in the case of Notes where Index Linked Interest is specified in the relevant Offering Circular Supplement (an “**Index Linked Interest Note**” and, together with an Index Linked Redemption Note, an “**Index Linked Note**”)) or of the settlement amount (in the case of Warrants where Index Linked Settlement is specified in the relevant Offering Circular Supplement (an “**Index Linked Warrant**”)) in respect of Index Linked Securities will be calculated by reference to such index and/or formula as may be specified in the applicable Offering Circular Supplement.

**Equity Linked Notes and Equity Linked Warrants (together, “Equity Linked Securities”)**.....

Payments of principal (in the case of Notes where Equity Linked Redemption is specified in the relevant Offering Circular Supplement (an “**Equity Linked Redemption Note**”)), of interest (in the case of Notes where Equity Linked Interest is specified in the relevant Offering Circular Supplement (an “**Equity Linked Interest Note**” and, together with an Equity Linked Redemption Note, an “**Equity Linked Note**”)) or of the settlement amount (in the case of Warrants where Equity Linked Settlement is specified in the relevant Offering Circular Supplement (an “**Equity Linked Warrant**”)) in respect of Equity Linked Securities will be calculated by reference to such share, American depositary receipt, index, SGI Index, dividend and/or formula (or any combination thereof) as may be specified in the applicable Offering Circular Supplement. The applicable Offering Circular Supplement will state, in relation to such Equity Linked Securities, which provisions of the Equity Technical Annex (as defined in the section of this Offering Circular headed “*Technical Annex*”) (the terms of which shall be deemed to include the relevant Sub-Annex (as defined in the Equity Technical Annex) are applicable to such Securities.

**Fund Linked Notes and Fund Linked Warrants (together, “Fund Linked Securities”)**.....

Payments of principal (in the case of Notes where Fund Linked Redemption is specified in the relevant Offering Circular Supplement (a “**Fund Linked Redemption Note**”)), of interest (in the case of Notes where Fund Linked Interest is specified in the relevant Offering Circular Supplement (a “**Fund Linked Interest Note**” and, together with a Fund Linked Redemption Note, a “**Fund Linked Note**”)) or of the settlement amount (in the case of Warrants where Fund Linked Settlement is specified in the relevant Offering Circular Supplement (a “**Fund Linked Warrant**”)) in respect of Fund Linked Securities will be calculated by reference to such fund share, unit and/or formula as may be specified in the applicable Offering Circular Supplement. The applicable Offering Circular Supplement will state, in relation to such Fund Linked Securities, which provisions of the Fund Technical Annex (as defined in the section of this

Offering Circular headed “*Technical Annex*”) are applicable to such Securities.

**Commodity Linked Notes and Commodity Linked Warrants (together, “Commodity Linked Securities”)**.....

Payments of principal (in the case of Notes where Commodity Linked Redemption is specified in the relevant Offering Circular Supplement (a “**Commodity Linked Redemption Note**”)), of interest (in the case of Notes where Commodity Linked Interest is specified in the relevant Offering Circular Supplement (a “**Commodity Linked Interest Note**” and, together with a Commodity Linked Redemption Note, a “**Commodity Linked Note**”)) or of the settlement amount (in the case of Warrants where Commodity Linked Settlement is specified in the relevant Offering Circular Supplement (a “**Commodity Linked Warrant**”)) in respect of Commodity Linked Securities will be calculated by reference to such commodity, index and/or formula as may be specified in the applicable Offering Circular Supplement. The applicable Offering Circular Supplement will state, in relation to such Commodity Linked Securities, which provisions of the Commodities Technical Annex (as defined in the section of this Offering Circular headed “*Technical Annex*”) are applicable to such Securities.

**Inflation Linked Notes and Inflation Linked Warrants (together, “Inflation Linked Securities”)**.....

Payments of principal (in the case of Notes where Inflation Linked Redemption is specified in the relevant Offering Circular Supplement (an “**Inflation Linked Redemption Note**”)), of interest (in the case of Notes where Inflation Linked Interest is specified in the relevant Offering Circular Supplement (an “**Inflation Linked Interest Note**” and, together with a Inflation Linked Redemption Note, an “**Inflation Linked Note**”)) or of the settlement amount (in the case of Warrants where Inflation Linked Settlement is specified in the relevant Offering Circular Supplement (an “**Inflation Linked Warrant**”)) in respect of Inflation Linked Securities will be calculated by reference to such inflation rate, index and/or formula as may be specified in the applicable Offering Circular Supplement. The applicable Offering Circular Supplement will state, in relation to such Inflation Linked Securities, which provisions of the Inflation Technical Annex (as defined in the section of this Offering Circular headed “*Technical Annex*”) are applicable to such Securities.

**Foreign Exchange Rate Linked Notes and Foreign Exchange Rate Linked Warrants (together, “Foreign Exchange Rate Linked Securities”)**.....

Payments of principal (in the case of Notes where Foreign Exchange Rate Linked Redemption is specified in the relevant Offering Circular Supplement (a “**Foreign Exchange Rate Linked Redemption Note**”)), of interest (in the case of Notes where Foreign Exchange Rate Linked Interest is specified in the relevant Offering Circular Supplement (a “**Foreign Exchange Rate Linked Interest Note**” and, together with a Foreign Exchange Rate Linked Redemption Note, a “**Foreign Exchange Rate Linked Note**”)) or of the settlement amount (in the case of Warrants where Foreign Exchange Rate Linked Settlement is specified in the relevant Offering Circular Supplement (a “**Foreign Exchange Rate Linked Warrant**”)) in respect of Foreign

Exchange Rate Linked Securities will be calculated by reference to such foreign exchange rate and/or formula as may be specified in the applicable Offering Circular Supplement. The applicable Offering Circular Supplement will state, in relation to such Foreign Exchange Rate Linked Securities, which provisions of the Foreign Exchange Rate Technical Annex (as defined in the section of this Offering Circular headed “*Technical Annex*”) are applicable to such Securities.

**Reference Rate Linked Notes and Reference Rate Linked Warrants (together, “Reference Rate Linked Securities”)**.....

Payments of principal (in the case of Notes where Reference Rate Linked Redemption is specified in the relevant Offering Circular Supplement (a “**Reference Rate Linked Redemption Note**”)), of interest (in the case of Notes where Reference Rate Linked Interest is specified in the relevant Offering Circular Supplement (a “**Reference Rate Linked Interest Note**” and, together with a Reference Rate Linked Redemption Note, a “**Reference Rate Linked Note**”)) or of the settlement amount (in the case of Warrants where Reference Rate Linked Settlement is specified in the relevant Offering Circular Supplement (a “**Reference Rate Linked Warrant**”)) in respect of Reference Rate Linked Securities will be calculated by reference to such reference rate and/or formula as may be specified in the applicable Offering Circular Supplement. The applicable Offering Circular Supplement will state, in relation to such Reference Rate Linked Securities, which provisions of the Reference Rate Technical Annex (as defined in the section of this Offering Circular headed “*Technical Annex*”) are applicable to such Securities.

**Interest Periods and Rates of Interest (Notes only)**.....

The length of the interest periods for the Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series of Notes. Notes may have a maximum rate of interest, a minimum rate of interest, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Offering Circular Supplement.

**Other Securities**.....

Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, reverse dual currency Notes, optional dual currency Notes, partly paid Notes, credit linked Notes, credit linked Warrants, variable rate Notes and any other type of Note or Warrant that the Issuer, the Trustee and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Offering Circular Supplement.

**Optional Redemption or Cancellation**.....

The Offering Circular Supplement issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Holders, and if so the terms applicable to such redemption. The Offering Circular Supplement issued in respect of each issue of Warrants will state whether such Warrants may be cancelled prior to their stated Expiration Date at the option of the Issuer (either in whole or in part). Warrants may not be cancelled at the option of the Holders, unless specified otherwise in the applicable Offering Circular Supplement, in which case such Offering Circular Supplement will set out the terms applicable to such Holder optional cancellation.

**Mandatory Redemption and Cancellation**.....

The Notes shall become repayable (in whole or in part) prior to their stated maturity, and the Warrants shall be cancelled in full (but not in part) prior to their stated expiration date and a cancellation amount shall become due, in the following circumstances:

- (i) if specified as being applicable in the relevant Offering Circular Supplement, all or some of the Collateral Securities relating to a Series become repayable prior to their stated maturity or there is a payment default in respect of any such Collateral Securities;
- (ii) if specified as being applicable in the relevant Offering Circular Supplement, a Credit Support Document, a Swap, a Collateral Securities Agreement, a Contract, a Deposit Agreement or an Other Agreement is terminated in whole for any reason other than as a consequence of, or pre-condition to, the substitution of any third party for a party to any of the foregoing contracts in accordance with their terms and conditions unless alternative secured assets are substituted for such Credit Support Document, Swap, Collateral Securities Agreement, Contract, Deposit Agreement or Other Agreement pursuant to, and in accordance with, Condition 4(g) (*Substitution of Mortgaged Property*) prior to the date for such termination;
- (iii) if specified as being applicable in the relevant Offering Circular Supplement, a regulatory event occurs which, in certain instances, has a material adverse effect on the Issuer or any other party specified in the relevant Offering Circular Supplement, as further set out at Condition 7(c)(iv) or Condition 24(b)(iv), as the case may be; or
- (iv) on the occasion of the next payment due in respect of the Securities, the Issuer would be required by Jersey law, Irish law, or English law, as applicable, or by an agreement described in Section 1471(b) of the U.S. Internal Revenue Code or otherwise

pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due and it is unable to arrange a suitable substitution as set out in Condition 7(d)(ii) (*Withholding and Redemption of Notes for Taxation Reasons*) or Condition 24(c)(ii) (*Withholding and Cancellation of Warrants for Taxation Reasons*);

- (v) in the case of Equity Linked Securities, Fund Linked Securities, Commodity Linked Securities, Inflation Linked Securities, Foreign Exchange Rate Linked Securities or Reference Rate Linked Securities the Calculation Agent determines that the Notes are to be redeemed at their Early Redemption Amount or the Warrants are to be cancelled by payment of the Cancellation Amount, as the case may be, in consequence of one of the occurrence of one of the events set out in the relevant Technical Annex and specified as applicable in the applicable Offering Circular Supplement; or
- (vi) the Trustee gives notice to the Issuer that, in the case of Notes, the Notes are immediately due and payable or, in the case of Warrants, the Warrants are to be cancelled, in accordance with Condition 10 (*Events of Default*).

See “*Terms and Conditions of the Securities — Redemption, Purchase and Options*”, “*Terms and Conditions of the Securities – Cancellation of Warrants*” and “*Terms and Conditions of the Securities – Events of Default*”.

**Status of Securities** ..... The Securities of any Series and, in the case of Notes only, the relevant Receipt and Coupons (if any), will be secured, limited recourse obligations of the Issuer ranking *pari passu* without any preference among themselves (unless otherwise specified in the applicable Offering Circular Supplement) and secured in the manner described in “*Terms and Conditions of the Securities — Transaction Security*”. Recourse in respect of any Series will be limited to the Mortgaged Property of that particular Series. Claims of the Holders and, if applicable, any counterparty to a Swap, Collateral Securities Agreement, Contract, Deposit Agreement and/or Other Agreement (together “**Other Creditors**”), the Agents and the Trustee shall rank in accordance with the priorities specified in the relevant Supplemental Trust Deed.

**Status of other Transactions** ..... Transactions other than Securities will be limited recourse obligations of the Issuer secured in the manner described in

the documentation relating thereto.

**Restrictions**..... So long as any of the Transactions remain outstanding, the Issuer will not, without the consent of the Trustee and any Other Creditors, incur any other indebtedness for borrowed moneys or engage in any business (other than Transactions contemplated by this Offering Circular, which may be entered into under the Programme or otherwise) (*provided that* for the avoidance of doubt nothing shall prevent the Issuer from engaging an administrator, accountants, statutory auditors and legal and banking advisers), declare any dividends in excess of an aggregate annual amount of £1,200 (or the equivalent in another currency), have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property, consolidate or merge with any other person, convey or transfer its properties or assets substantially as an entity to any person (except as contemplated in the Conditions and the relevant Trust Deed) or issue any shares.

**Cross-Default**..... None.

**Rating**..... The Programme is not rated but it is anticipated that certain Series of Notes (but not Warrants) issued (i) by Claris, Claris IV, Iris and Iris II may be rated by Moody's Investors Service Ltd. ("**Moody's**") and/or Standard & Poor's Ratings Services, a division of The McGraw Hill Companies Inc. ("**Standard & Poor's**" or "**S&P**"); and (ii) by Claris III may be rated by S&P. Upon the issue by Claris, Claris IV, Iris and Iris II of an unrated Series of Securities or a Series of Notes which is rated by only one of either Moody's and S&P, each of Moody's and S&P will confirm in writing to each of Claris, Claris IV, Iris and Iris II that each outstanding Series of Notes rated by each or either of them will not be adversely affected by the issue of such unrated Series of Notes. Upon the issue by Claris III of an unrated Series of Securities, S&P will confirm in writing to Claris III that each outstanding Series of Notes rated by each or either of them will not be adversely affected by the issue of such unrated Series of Securities.

**Withholding Tax**..... All payments of principal and interest by the Issuer in respect of the Notes, Receipt and Coupons, and any payment of the settlement amount in respect of the Warrants, will be made without any withholding or deduction for, or on account of, any tax whatsoever, unless such withholding or deduction is required by law. Where withholding or deduction is required by law, no Issuer shall be required to make any additional payment in respect of the same.

In the event of the imposition upon the Issuer of a requirement of Jersey law, Irish law, or English law, or any taxation required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code or otherwise pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code, any regulations or agreements thereunder, official interpretations thereof, or any law

implementing an intergovernmental approach thereto, as applicable, to withhold or account for tax or the imposition of a tax in respect of its income resulting in it being unable to make payment of the full amount due in respect of the Securities, the Issuer will, subject to the agreement of the Trustee and with the written consent of the Other Creditors and *provided that* it has no adverse effect on any rating awarded to any outstanding Series of Notes, use its best endeavours to procure the substitution as principal debtor under the Trust Deed and the Notes or Warrants, as the case may be, of another company incorporated in another jurisdiction, failing which it shall redeem the Notes or cancel the Warrants, as applicable, subject to certain exceptions.

**Further Issues**

The Issuer may from time to time issue further Securities of any Series of the same type and on the same terms as existing Securities and such further Securities shall be consolidated and form a single Series with such existing Securities of the same Series; *provided that*, unless otherwise approved by an Extraordinary Resolution of Holders, the Issuer provides additional assets as security for such further Securities in accordance with Condition 5 (*Restrictions*).

**Governing Law**.....

English Law.

**Listing** .....

Application will be made to the Irish Stock Exchange for Securities issued under the Programme to be listed or admitted to trading, as the case may be, on the Global Exchange Market operated and regulated by the Irish Stock Exchange ("**GEM**") or such other or further stock exchanges as may be specified in the relevant Offering Circular Supplement in which event such alternative or additional listing or admission to trading, as the case may be, shall be notified to the Irish Stock Exchange. As specified in the relevant Offering Circular Supplement, a Series of Securities may be unlisted and/or not admitted to trading on any market.

This Offering Circular constitutes Listing Particulars (the "**Listing Particulars**") where Securities are to be listed or admitted to trading on the GEM. Application has been made to the Irish Stock Exchange for the approval of this Offering Circular as Listing Particulars.

Where Securities are to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange, "Offering Circular" should be taken to mean "Listing Particulars".

**Selling Restrictions**.....

There are restrictions on the sale of Securities and the distribution of the Offering Circular, the relevant Offering Circular Supplements and any other offering materials. See "*Selling Restrictions*" below.

**Regulation S**.....

The Issuer is Category 2 for the purposes of Regulation S.

Notes in bearer form will be issued, sold or exchanged in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) or

any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code (the “**TEFRA C Rules**”) unless (i) the relevant Offering Circular Supplement states that Notes are issued, sold or exchanged in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code (the “**TEFRA D Rules**”); or (ii) the Notes are issued other than in compliance with the TEFRA D Rules or the TEFRA C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Offering Circular Supplement as a transaction to which TEFRA is not applicable.

Securities may be issued in registered form if specified in the relevant Offering Circular Supplement.

## TERMS AND CONDITIONS OF THE SECURITIES

*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 Offering Circular Supplement, shall be applicable to the notes (the “Notes”) or warrants (the “Warrants”) and, together with the Notes, the “Securities”) in definitive form (if any). Either (i) the full text of these terms and conditions together with the relevant provisions of the Offering Circular Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non applicable provisions), shall be endorsed on any Bearer Notes, Clearing System Warrants or Registered Securities. In the case of equity linked Securities (“Equity Linked Securities”), the terms and conditions of such Securities will include the additional terms and conditions contained in the equity technical annex (including the relevant sub-annex (the “Sub-Annex”) (the “Equity Technical Annex”), in the case of fund linked Securities (“Fund Linked Securities”), the terms and conditions of such Securities will include the additional terms and conditions contained in the fund technical annex (the “Fund Technical Annex”), in the case of commodity linked Securities (“Commodity Linked Securities”), the terms and conditions of such Securities will include the additional terms and conditions contained in the commodities technical annex (the “Commodities Technical Annex”), in the case of inflation linked Securities (“Inflation Linked Securities”), the terms and conditions of such Securities will include the additional terms and conditions contained in the inflation technical annex (the “Inflation Technical Annex”), in the case of foreign exchange rate linked Securities (“Foreign Exchange Rate Linked Securities”), the terms and conditions of such Securities will include the additional terms and conditions contained in the foreign exchange rate technical annex (the “Foreign Exchange Rate Technical Annex”), in the case of reference rate linked Securities (“Reference Rate Linked Securities”), the terms and conditions of such Securities will include the additional terms and conditions contained in the reference rate technical annex (the “Reference Rate Technical Annex”, and, together with the Equity Technical Annex, Fund Technical Annex, Commodities Technical Annex, Inflation Technical Annex and Foreign Exchange Rate Technical Annex, each a “Technical Annex”), in each case to the extent specified in the applicable Offering Circular Supplement and which in each case will be deemed to be incorporated by reference into the Global Security or Definitive Security, as the case may be. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Principal Trust Deed and/or the relevant Supplemental Trust Deed. Those definitions will be endorsed on such Bearer Notes, Clearing System Warrants or Registered Securities, as the case may be. References in the Conditions to “Notes” or “Warrants” are to the Notes or Warrants, as applicable, of one Series only, not to all Notes or Warrants that may be issued under the Programme. References in the Conditions to “Securities” are to either Notes or Warrants of one Series only and not to Notes and Warrants together, unless the context so requires.*

The Securities are constituted and secured by a supplemental trust deed dated the Issue Date (as specified in the Offering Circular Supplement) (the “**Supplemental Trust Deed**”) between any of Claris Limited (“**Claris**”), Claris 2 Limited (“**Claris 2**”), Claris III Limited (“**Claris III**”), Claris IV Limited (“**Claris IV**”), Iris SPV plc (“**Iris**”) and Iris II SPV Limited (“**Iris II**”) or a Specified Issuer (as defined in the Trust Deed), the Trustee and, if applicable, the other persons specified therein, supplemental to a principal trust deed (as amended or supplemented as at the Issue Date, the “**Principal Trust Deed**”) dated 26 June 2013 between, among others, Claris, Claris 2, Claris III, Claris IV, Iris, Iris II and HSBC Corporate Trustee Company (UK) Limited (the “**Trustee**”), which expression shall include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)) as trustee for the Holders of the Securities. The Principal Trust Deed and the Supplemental Trust Deed are referred to together as the “**Trust Deed**”. These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Registered Notes, Receipts, Coupons, Talons, Clearing System Warrants and Registered Warrants referred to below. An agency agreement (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) dated 26 June 2013 has been entered into in relation to the Notes and Warrants between Claris, Claris 2, Claris III, Claris IV, Iris, Iris II, the Trustee, HSBC Institutional Trust Services (Ireland) Limited as paying agent in Ireland

and HSBC Bank plc as, among other things, initial issuing and paying agent, warrant agent and custodian. Each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II has entered into a custody agreement dated 26 June 2013 between it, the Trustee and HSBC Bank plc as custodian (each custody agreement entered into by each Issuer, as amended or supplemented from time to time, being the “**Custody Agreement**”). Each of Iris and Iris II has entered into an ICSD agreement dated 26 June 2013 between it and Euroclear and Clearstream, Luxembourg (each ICSD agreement entered into by each such Issuer, as amended and supplemented from time to time, being the “**ICSD Agreement**”). The issuing and paying agent, the warrant agent, the custodian, the paying agents, the registrar, the transfer agents, the disposal agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Issuing and Paying Agent**”, the “**Warrant Agent**”, the “**Custodian**”, the “**Paying Agents**”, the “**Registrar**”, the “**Transfer Agents**”, the “**Disposal Agent**” and the “**Calculation Agent(s)**” and collectively as the “**Agents**”. Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours at the specified office of the Trustee and at the specified offices of the Paying Agents and the Transfer Agents respectively.

The Noteholders and Warranholders (each as defined below), the Holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the Holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

The Specified Issuer has executed a deed (the “**Acceptance Deed**”) under which it has become bound by the Master Documents (including the Principal Trust Deed), as defined in such Acceptance Deed.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Principal Trust Deed and/or the relevant Supplemental Trust Deed, the absence of any such meaning indicating that such term is not applicable to the Notes or Warrants, as the case may be. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 7 (*Redemption, Purchase and Options*) 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 6 (*Interest and Other Calculations*) or any amendment or supplement to it; and (iii) “**settlement amount**” shall be deemed to include all amounts payable in respect of the Warrants, whether upon the exercise of such Warrants or otherwise, and shall include all Settlement Amounts, Cancellation Amounts and Optional Cancellation Amounts.

## **1. FORM, SPECIFIED DENOMINATION AND TITLE**

### **(a) Bearer Notes, Clearing System Warrants, Registered Notes and Registered Warrants**

The 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**”) in each case in the Specified Denomination(s) as defined and as shown in the relevant Offering Circular Supplement. Notes issued in registered form may be issued in global registered form (“**Global Registered Notes**”) or in definitive registered form (“**Definitive Registered Notes**”).

The Warrants are issued in clearing system form (“**Clearing System Warrants**”) and will be represented on issue by a bearer clearing system global warrant (“**Clearing System Global Warrant**”), or in registered form (“**Registered Warrants**” and, together with Registered Notes, “**Registered Securities**”) in each case as shown in the relevant Offering Circular Supplement. Warrants issued in registered form may be issued in global registered form

(“**Global Registered Warrants**”) or in definitive registered form (“**Definitive Registered Warrants**”).

All Registered Notes in respect of the same Series 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.

Each Security is a fixed rate Note, a floating rate Note, a zero coupon Note, an instalment Note, a credit linked Note, a credit linked Warrant, a dual currency Note (a “**Dual Currency Note**”), an equity linked Warrant (an “**Equity Linked Warrant**”), an equity linked Note (an “**Equity Linked Note**”), a fund linked Warrant (a “**Fund Linked Warrant**”), a fund linked Note (a “**Fund Linked Note**”), a commodity linked Warrant (a “**Commodity Linked Warrant**”), a commodity linked Note (a “**Commodity Linked Note**”), an inflation linked Warrant (an “**Inflation Linked Warrant**”), an inflation linked Note (an “**Inflation Linked Note**”), a foreign exchange rate linked warrant (a “**Foreign Exchange Rate Linked Warrant**”), a foreign exchange rate linked Note (a “**Foreign Exchange Rate Linked Note**”), a reference rate linked Warrant (a “**Reference Rate Linked Warrant**”), a reference rate linked Note (a “**Reference Rate Linked Note**” and together with any Equity Linked Note, Fund Linked Note, Commodity Linked Note, Inflation Linked Note and Foreign Exchange Rate Linked Note, a “**Structured Note**”), a partly paid Note, a combination of any of the foregoing (other than a combination of any kind of Note and any kind of Warrant) or any other kind of Note or Warrant, depending upon the Interest (in the case of Notes) and Redemption or Settlement (as the case may be)/Payment Basis shown in the relevant Offering Circular Supplement. For the purposes above, an Equity Linked Note or Equity Linked Warrant shall be deemed to include reference to a Note or Warrant linked to a share, American depository receipt, dividend, exchange traded fund, index or SGI index.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of zero coupon Notes in which case references to interest (other than in relation to default interest), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

The applicable Offering Circular Supplement will indicate whether the Warrants are American style Warrants (“**American Style Warrants**”), European style Warrants (“**European Style Warrants**”) or Bermudan style Warrants (“**Bermudan Style Warrants**”) and whether automatic exercise (“**Automatic Exercise**”) applies to the Warrants, whether the Warrants are call Warrants (“**Call Warrants**”) or put Warrants (“**Put Warrants**”), or such other type as may be specified in the applicable Offering Circular Supplement, whether the Warrants may only be exercised in units (“**Units**”) and whether averaging (“**Averaging**”) will apply to the Warrants. If Units are specified in the applicable Offering Circular Supplement, Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect. If Averaging is specified as applying in the applicable Offering Circular Supplement, the applicable Offering Circular Supplement will state, amongst other details, the relevant Averaging Dates.

If indicated in the relevant Offering Circular Supplement, any Global Bearer Notes or Global Registered Notes, without interest coupons or principal receipts, issued from time to time by either Iris or Iris II may be intended to be held in a manner which will allow Eurosystem eligibility. This simply means that such Notes are intended to be issued in Eurosystem-eligible NGN form or Eurosystem-eligible NSSGRN form, respectively (as the case may be), in each case deposited with a Common Safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. For the

avoidance of doubt, no Warrants will be issued that are intended to be held in a manner which will allow Eurosystem eligibility.

In these Conditions:

- (i) “**Common Depository**” means a depository common to the ICSDs;
- (ii) “**Common Safekeeper**” means a common safekeeper for the ICSDs;
- (iii) “**Eurosystem**” means the European System of Central Banks as the term is used by the Governing Council of the European Central Bank;
- (iv) “**Eurosystem-eligible NGN**” means an NGN which is intended to be held in a manner which would allow Eurosystem eligibility, as indicated in the relevant Offering Circular Supplement;
- (v) “**Eurosystem-eligible NSSGRN**” means an NSSGRN which is intended to be held in a manner which would allow Eurosystem eligibility, as indicated in the relevant Offering Circular Supplement;
- (vi) “**ICSD**” means any or each of Euroclear and Clearstream, Luxembourg;
- (vii) “**New Global Note**” or “**NGN**” means a temporary Global Bearer Note or a permanent Global Bearer Note in either case where the relevant Offering Circular Supplement indicates that such Note is intended to be issued in new global note form; and
- (viii) “**NSS Global Registered Note**” or “**NSSGRN**” means a Global Registered Note where the relevant Offering Circular Supplement indicates that such Note is intended to be issued under the new safekeeping structure implemented on 30 June 2010 by the ICSDs.

Save as provided in Condition 2(c) (*Exercise of Options, or Partial Redemption of Notes or Partial Cancellation of Warrants in respect of Registered Securities*), each Registered Security shall represent the entire holding of Securities by the same Holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Securities 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**”). Except as ordered by a court of competent jurisdiction or as required by law, the Holder (as defined below) of any Note, Warrant, Receipt, Coupon or Talon shall 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 its theft or loss and no person shall be liable for so treating the Holder.

Title to the Clearing System Warrants held by a Common Depository on behalf of the relevant Clearing System or held by a relevant Clearing System shall be determined on the basis of the person who is for the time being shown in the records of such Clearing System as the Holder of a particular amount of such Warrants (such person, the “**Clearing System Holder**”) and any certificate or other document issued by such Clearing System as to the amount of Warrants standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error. Any Clearing System Holder shall be treated by the Issuer, the Warrant Agent and any other Agent as the Holder of such amount of Warrants for all purposes.

In these Conditions, “**Noteholder**” means 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), “**Warrantholder**” means a Clearing System Holder or the person in whose name a Registered

Warrant is registered (as the case may be) and “**Holder**” (in relation to a Note, Receipt, Coupon or Talon, or Warrant, as the case may be) means the bearer of any Bearer Note, Receipt, Coupon or Talon, the Clearing System Holder of any Clearing System Warrant or the person in whose name a Registered Security is registered (as the case may be).

(b) **Global Securities and Definitive Securities**

(i) *Securities*

- (a) The Registered Securities of each Tranche of Securities sold in reliance on Regulation S under the Securities Act will be represented on issue by either (1) one or more, in the case of Notes, Global Registered Notes of such Tranche of Notes or, in the case of Warrants, Global Registered Warrants of such Tranche of Warrants, in each case in fully registered form in the forms set out in Schedule 1 Part 3 (*Form of Global Registered Note*) and Schedule 4 Part 2 (*Form of Global Registered Warrant*) to the Principal Trust Deed and will be deposited with, and registered in the name of a nominee for the Common Depositary (if, in the case of Notes only, the Global Registered Note is not intended to be issued in Eurosystem-eligible NSSGRN form) or, in the case of Notes only, Euroclear and Clearstream, Luxembourg acting as common safekeeper (if the Global Registered Note is intended to be issued in Eurosystem-eligible NSSGRN form) or (2) one or more, in the case of Notes, Definitive Registered Notes of such Tranche of Notes or, in the case of Warrants, Definitive Registered Warrants of such Tranche of Warrants, in each case in fully registered form in the forms set out in Schedule 3 (*Form of Definitive Registered Note*) and Schedule 5 (*Form of Definitive Registered Warrant*) to the Principal Trust Deed and will be delivered to the purchaser thereof or its nominee.

The Bearer Notes of each Tranche of Notes sold in reliance on Regulation S under the Securities Act will be represented on issue by (1) a temporary global note in bearer form in the form set out in Schedule 1 Part 1 (*Form of Temporary Global Bearer Note*) to the Principal Trust Deed (each a “**temporary Global Bearer Note**”) or (2) a permanent global note in bearer form in the form set out in Schedule 1 Part 2 (*Form of Permanent Global Bearer Note*) to the Principal Trust Deed (each a “**permanent Global Bearer Note**”) and together with the temporary Global Bearer Notes, the “**Global Bearer Notes**” and the Global Bearer Notes together with the Global Registered Notes, the “**Global Notes**”) or (3) one or more Definitive Bearer Notes in the form set out in Schedule 2 Part 1 (*Form of Definitive Bearer Note*) to the Principal Trust Deed (each a “**Definitive Bearer Note**”, and the Definitive Bearer Notes together with the Definitive Registered Notes, the “**Definitive Notes**”, and the Definitive Notes together with the Global Notes, the “**Notes**”). Global Notes (including beneficial interests therein) may not be held by U.S. persons at any time. The Clearing System Warrants of each Tranche of Warrants sold in reliance on Regulation S under the Securities Act will be represented on issue by a Clearing System Global Warrant in the form set out in Schedule 4 Part 1 (*Form of Clearing System Global Warrant*) to the Principal Trust Deed (the Clearing System Global Warrants together with the Global Registered Warrants, the “**Global Warrants**”). The Definitive Registered Warrants together with the Global Warrants shall be referred to as the “**Warrants**”. Global Warrants (including beneficial interests therein) may not be held by U.S. persons at any time.

- (b) By acquisition of a beneficial interest in a Global Note or Global Warrant (together, a “**Global Security**”) above, the purchaser or transferee thereof

will be deemed to represent that (i) it (A) is not a U.S. person, (B) is aware that the sale to it is being made in reliance on an exemption from the registration requirements of the Securities Act provided by Regulation S thereunder, (C) is acquiring such Note or Warrant (together, a “**Security**”), as the case may be, for its own account or one or more accounts with respect to which it exercises sole investment discretion, none of which is a U.S. person, and (D) is not purchasing such Securities with a view to the resale, distribution or other disposition thereof in the United States or to a U.S. person; (ii) it understands that the Issuer may receive a list of participants holding securities from Euroclear and Clearstream, Luxembourg and (iii) if in the future it determines to transfer such beneficial interest, it will transfer such interest only to a person whom the seller reasonably believes to not be a U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act.

- (c) Upon acquisition of a Definitive Note or a Definitive Registered Warrant above, the purchaser or transferee thereof will be required to represent that (i) it (A) is not a U.S. person, (B) is aware that the sale to it is being made in reliance on an exemption from the registration requirements of the Securities Act provided by Regulation S thereunder, (C) is acquiring such Securities for its own account or one or more accounts with respect to which it exercises sole investment discretion, none of which is a U.S. person, and (D) is not purchasing such Securities with a view to the resale, distribution or other disposition thereof in the United States or to a U.S. person; and (ii) if in the future it determines to transfer such Security, it will transfer it only to a person whom the seller reasonably believes to not be a U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act.
- (d) Before acquisition of a Definitive Registered Security, the purchaser or transferor thereof will be required to deliver a Definitive Registered Security transfer letter in a form to be provided in the relevant Offering Circular Supplement in respect of a particular Tranche of Securities or as otherwise available from the Issuing and Paying Agent or Warrant Agent, as the case may be (a “**Definitive Registered Security Transfer Letter**”).

(ii) In these Conditions:

- (a) “**Regulation S**” has the meaning given to it in the Securities Act;
- (b) “**Securities Act**” means the United States Securities Act of 1933, as amended;
- (c) “**U.S. person**” has the meaning given to it in the Securities Act; and
- (d) “**U.S.\$**”, “**USD**” and “**\$**” are references to the lawful currency of the United States of America.

## 2. **EXCHANGES OF EXCHANGEABLE BEARER NOTES AND TRANSFERS OF REGISTERED SECURITIES**

### (a) **Exchange of Exchangeable Bearer Notes**

Subject as provided in Condition 2(f) (*Closed Periods*), 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 8(b) (*Registered Notes*)) 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. Where an Exchangeable Bearer Note is surrendered for exchange by a person who is already a Holder of Registered Notes, a new certificate representing the exchanged holding shall only be issued against surrender of the Registered Note representing the existing holding.

**(b) Transfer of Registered Securities**

One or more Registered Securities may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Registered Securities to be transferred, together with the form of transfer endorsed on such Registered Security, (or other forms of transfer in substantially the same form and containing the same representations and certificates (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence which the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Securities represented by one Registered Security, a new Registered Security shall be issued to the transferee in respect of the part transferred and a further new Registered Security in respect of the balance of the holding not transferred shall be issued to the transferor, *provided that* in the case of a transfer of Registered Securities to a person who is already a Holder of Registered Securities, a new Registered Security representing the enlarged holding shall only be issued against surrender of the Registered Security representing the existing holding.

**(c) Exercise of Options, or Partial Redemption of Notes or Partial Cancellation of Warrants in respect of Registered Securities**

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Notes represented by a single Registered Note, a new Registered Note 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 an exercise of an Issuer's option in respect of, or a partial cancellation of, a holding of Warrants represented by a single Registered Warrant, a new Registered Warrant shall be issued to the Holder to reflect the exercise of such option or in respect of the balance of the holding not cancelled. In the case of a partial exercise of an option resulting in Securities of the same holding having different terms, separate Registered Securities shall be issued in respect of those Securities of that holding that have the same terms. New Registered Securities shall only be issued against surrender of the existing Registered Securities to the Registrar or any Transfer Agent. In the case of a transfer of Registered Securities to a person who is already a Holder of such Series of Securities, a new Registered Security representing the enlarged holding shall only be issued against surrender of the Registered Security representing the existing holding.

**(d) Delivery of new Registered Securities**

Each new Registered Note to be issued pursuant to Condition 2(a) (*Exchange of Exchangeable Bearer Notes*) and each new Registered Security to be issued pursuant to Condition 2(b) (*Transfer of Registered Securities*) or Condition 2(c) (*Exercise of Options, or Partial Redemption of Notes or Partial Cancellation of Warrants in respect of Registered Securities*) shall be available for delivery within three business days of receipt of a duly completed request for exchange or form of transfer or, in the case of Notes only, Option Exercise Notice (as defined in Condition 7(f) (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*)) as the case may be, or the surrender of the Registered Security for exchange together with satisfaction of any other requirements imposed by these

Conditions. Delivery of the new Registered Security(ies) 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, Option Exercise Notice or Registered Security 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, Option Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the Holder entitled to the new Registered Security to such address as may be so specified, unless such Holder requests otherwise and pays in advance to the relevant Transfer 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 (as the case may be).

(e) **Exchange Free of Charge**

Exchange and transfer of Securities on registration, transfer, exercise of an option or partial redemption or cancellation 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).

(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 prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 7(e) (*Redemption at the Option of the Issuer and Exercise of Issuer’s Option*), (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 Registered Note is simultaneously surrendered not later than the relevant Record Date. No Warrantholder may require the transfer of a Registered Warrant to be registered (i) after any such Warrant has been exercised (whether by delivery of an Exercise Notice or otherwise), (ii) during the period of 15 days prior to any date on which the Warrants may be cancelled by the Issuer at its option pursuant to Condition 24(e) (*Cancellation at the Option of the Issuer and Exercise of Issuer’s Option*) or (iii) after any such Warrant has become due to be cancelled.

(g) **Exchange of Interests in Registered Global Securities**

An interest in a Global Registered Security may be exchanged or transferred in accordance with the rules and regulations of Euroclear and Clearstream, Luxembourg, the transfer restrictions contained in the legend on such Global Registered Security. An owner of a beneficial interest in a Global Registered Security may transfer such interest in the form of a beneficial interest in such Global Registered Security without the provision of written certification provided that such transfer is not made to a U.S. person or for the account or benefit of a U.S. person and is effected through Euroclear or Clearstream, Luxembourg in an offshore transaction meeting the requirements of Regulation S. For the avoidance of doubt, a Global Registered Security may be held on behalf of Euroclear or Clearstream, Luxembourg or any other Clearing System.

(h) **Exchange of Interests in Definitive Registered Securities**

If a Holder of a Definitive Registered Security wishes at any time to transfer its interest to a person who wishes to take delivery thereof in the form of a Definitive Registered Security, such Holder may transfer such interest for an equivalent interest in a Definitive Registered

Security. The Transfer Agent shall only cause the transfer of any interest in a Definitive Registered Security upon provision to the Issuing and Paying Agent or Warrant Agent (as applicable), Registrar and Transfer Agent of a Definitive Registered Security Transfer Letter. Upon receipt by the Issuer, Issuing and Paying Agent or Warrant Agent (as applicable), Registrar and the Transfer Agent of a completed Definitive Registered Security Transfer Letter, the Transfer Agent shall (x) if applicable, cause the Registrar to cancel such Definitive Registered Security, (y) record the transfer in the Note Register or Warrant Register, as applicable, and (z) if applicable instruct the Issuer to execute one or more certificates representing such Definitive Registered Security, in which case, the Registrar shall authenticate and deliver such certificates in the names and, in the case of Notes, principal amounts specified by the Holder (the aggregate of such amounts being the same as the principal amount to be transferred and in Specified Denominations as defined and shown in the relevant Offering Circular Supplement) or, in the case of Warrants, quantities specified by the Holder (the aggregate of such quantities being the same as the quantity to be transferred).

(i) **Regulations Concerning Transfer and Registration**

All transfers of Securities and entries on the Register will be made subject to the detailed regulations concerning the transfer of Securities scheduled to the Dealer Agreement including, without limitation, that a transfer of Securities in breach of certain of such regulations will result in such Securities becoming subject to the provisions of Condition 2(j) (*Redemption, cancellation or Forced Transfer of Registered Securities*) and Condition 2(k) (*Redemption, cancellation or Forced Transfer of Bearer Notes or Clearing System Warrants*) below. The regulations may be changed by the Issuer in any manner which is reasonably required by the Issuer (after consultation with the Trustee) to reflect changes in legal requirements or in any other manner which, in the opinion of the Issuer (after consultation with the Trustee), is not prejudicial to the interests of the Holders of the relevant Tranche of Securities. A copy of the current regulations will be sent by the Registrar to any Holder who so requests and is available at the offices of each of the Paying Agents.

(j) **Redemption, cancellation or Forced Transfer of Registered Securities**

If the Issuer determines at any time that a Holder of Registered Securities purchased Registered Securities in breach of the deemed or actual representations given by such Holder upon the purchase of such Registered Securities, the Issuer may (a) in the case of Registered Notes, redeem such Registered Notes at the Early Redemption Amount or, in the case of Registered Warrants, cancel such Registered Warrants and pay to Holders the Cancellation Amount (if any) or (b) direct such Holder to sell or transfer its Securities to a non-U.S. person in an offshore transaction meeting the requirements of Regulation S within 30 days following receipt of such notice. If such sale is not effected within such 30 days, upon written direction from the Issuer, the Trustee will be authorised to conduct a commercially reasonable sale of such Securities to a non-U.S. person in an offshore transaction meeting the requirements of Regulation S and, pending transfer, no further payments will be made in respect of such Securities or any beneficial interest therein.

(k) **Redemption, cancellation or Forced Transfer of Bearer Notes or Clearing System Warrants**

If the Issuer determines at any time that a Holder of Bearer Notes or Clearing System Warrants, as the case may be (i) is a U.S. person, or (ii) purchased Bearer Notes or Clearing System Warrants, as the case may be, in breach of the deemed or actual representations given by such Holder upon the purchase of such Bearer Notes or Clearing System Warrants, the Issuer may (a) redeem such Bearer Notes or Clearing System Warrants, as the case may be, at the Early Redemption Amount or Cancellation Amount, as applicable, or (b) may direct such Holder to sell or transfer its Securities to a person who is not a U.S. person in an offshore transaction meeting the requirements of Regulation S within 30 days following receipt of such

notice. If such sale is not effected within such 30 days, upon written direction from the Issuer, the Trustee will be authorised to conduct a commercially reasonable sale of such Securities to a person who is not a U.S. person in an offshore transaction meeting the requirements of Regulation S and, pending transfer, no further payments will be made in respect of such Securities or any beneficial interest therein.

### 3. STATUS, COLLATERAL, OBLIGATIONS AND NON-APPLICABILITY

#### (a) Status of Securities

The Securities of any Series are secured, limited recourse obligations of the Issuer, at all times ranking *pari passu* and without any preference among themselves (unless otherwise specified in the applicable Offering Circular Supplement), secured in the manner described in Condition 4 (*Transaction Security*) and recourse in respect of which is limited in the manner described in Condition 4(e) (*Shortfall after Application of Proceeds*) and Condition 11 (*Enforcement*).

#### (b) Securities and other transactions

In connection with the issue of the Securities of any Series the Issuer may acquire, or may acquire interests in, one or more transferable securities (the “**Collateral Securities**”) issued by or representing obligations of one or more persons and there may be executed:

- (i) one or more letters of credit, guarantees, loan agreements evidencing loans advanced by the Issuer, insurance policies, options in favour of the Issuer or other credit support documents (each a “**Credit Support Document**”) made by a credit support provider (each a “**Credit Support Provider**”) in favour of the Issuer;
- (ii) one or more swap transactions (including any applicable guarantee, each a “**Swap**”) with one or more swap counterparties (each a “**Swap Counterparty**”) guaranteed, if applicable, by one or more swap guarantors (each a “**Swap Guarantor**”) with an effective date as of the Issue Date;
- (iii) one or more agreements (each a “**Contract**”) between the Issuer and one or more persons (each a “**Beneficiary**”) under which the Issuer may incur indebtedness, grant options or incur other obligations of any kind, in each case, on a secured basis;
- (iv) one or more agreements (each a “**Collateral Securities Agreement**”) between the Issuer and one or more persons (each a “**Counterparty**”) under which the Issuer may agree to buy or sell securities or enter into other contractual relations;
- (v) one or more agreements (each a “**Deposit Agreement**”) between the Issuer and one or more persons (each a “**Deposit Bank**”) under which the Issuer shall agree to deposit certain moneys in an account with the Deposit Bank; and/or
- (vi) any such other agreements so specified in the relevant Supplemental Trust Deed (each an “**Other Agreement**”) between the Issuer and one or more persons (each an “**Other Party**”),

each as further described in the Supplemental Trust Deed.

*A summary of the terms of each Credit Support Document, Swap, Contract, Collateral Securities Agreement, Deposit Agreement and Other Agreement will be set out in the Offering Circular Supplement.*

(c) **Collateral and Obligations**

In these Conditions:

- (i) “**Collateral**” means the rights, title and interest (if any) of the Issuer in and under the Securities, each Credit Support Document, each Swap, each Collateral Securities Agreement, each Contract, each Deposit Agreement and each Other Agreement;
- (ii) “**Creditor**” means each person that is entitled to the benefit of Obligations and “**Other Creditor**” means each person that is entitled to the benefit of Other Obligations;
- (iii) “**Obligations**” means the obligations and duties of the Issuer under the Trust Deed and each Note, Warrant, Swap, Contract, Collateral Securities Agreement, Deposit Agreement and Other Agreement and “**Other Obligations**” means the obligations and duties of the Issuer under each Swap, Contract, Collateral Securities Agreement, Deposit Agreement and Other Agreement; and
- (iv) “**Obligor**” means each person that has an obligation to the Issuer pursuant to the Collateral.

(d) **Non-applicability**

Where no reference is made in the Supplemental Trust Deed to any Collateral or Obligation, references in these Conditions to any such Collateral or Obligation and to any related Obligor or Creditor, as the case may be, shall not be applicable.

**4. TRANSACTION SECURITY**

(a) **Transaction Security**

Unless otherwise specified in the Supplemental Trust Deed, the Obligations together with claims (if any) of the Disposal Agent (arising pursuant to the Disposal Agency Agreement) (as defined in the Principal Trust Deed), the Custodian (for reimbursement in respect of payments properly made to any person of sums receivable in respect of the Collateral in discharge of an Obligation) and the Issuing and Paying Agent or Warrant Agent, as the case may be (for reimbursement in respect of payments properly made to any person in discharge of the Securities) are secured in favour of the Trustee, pursuant to the Trust Deed, by:

- (i) an assignment by way of security of all the Issuer’s rights attaching to or relating to the Collateral Securities and all sums or assets derived therefrom including without limitation any right to delivery thereof or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary;
- (ii) an assignment by way of security of all the Issuer’s rights, title and interest against the Custodian, to the extent that they relate to the Collateral Securities;
- (iii) an assignment by way of security of all the Issuer’s rights, title and interest under the Agency Agreement, the Custody Agreement and the Disposal Agency Agreement, to the extent that they relate to the Notes;
- (iv) an assignment by way of security of all the Issuer’s rights, title and interest against the Disposal Agent, to the extent that they relate to any Collateral or the proceeds of sale of any such Collateral;
- (v) an assignment by way of security of all the Issuer’s rights, title and interest under each relevant Credit Support Document, Swap, Collateral Securities Agreement, Contract, Deposit Agreement and/or Other Agreement; and

- (vi) a first fixed charge over (a) all sums held by the Issuing and Paying Agent or the Warrant Agent, as applicable, and/or the Custodian to meet payments due in respect of any Obligation and (b) any sums received by the Issuing and Paying Agent or the Warrant Agent, as applicable, under any Credit Support Document, Swap, Collateral Securities Agreement, Contract, Deposit Agreement and/or Other Agreement,

save that no Obligor under the Credit Support Document, the Swap, the Collateral Securities Agreement, the Contract, the Deposit Agreement or the Other Agreement nor the Issuing and Paying Agent or the Warrant Agent, as applicable, or the Custodian shall benefit from the Transaction Security in respect of which it is itself an obligor.

Additionally, the Obligations of the Issuer may be secured pursuant to a security document other than the Trust Deed as specified in the relevant Supplemental Trust Deed.

References in these Conditions to “**Transaction Security**” are to the security constituted by the Supplemental Trust Deed including any alternative Transaction Security created pursuant to Condition 4(g) (*Substitution of Mortgaged Property*).

“**Mortgaged Property**” means the assets and contractual rights in respect of the agreements comprising the mortgaged property on which each Programme Transaction or Series of Securities is secured, all as specified in the Supplemental Trust Deed.

“**Programme Transaction**” means a Transaction entered into under this programme (the “**Programme**”) and which is secured pursuant to a Supplemental Trust Deed and any other security document entered into in connection with such Transaction.

“**Transaction**” means any financial transaction entered into by the Issuer, including the issue of a particular Series of Securities, but not involving the guarantee by it, or its becoming obligated for, the debts of any other person or entity, and including, without limitation, notes, warrants, loans, swaps and options, contracts for the sale and/or purchase of assets, and the incurring by the Issuer of indebtedness in forms other than the Notes, or any combination of such transactions, in each case where recourse in respect of such Transactions is limited to the proceeds of enforcement of the security over the assets of such Issuer on which such Transactions are secured and which:

- (i) are secured (save in the case of such further notes forming a single series with the Notes or such further warrants forming a single series with the Warrants) on assets of the Issuer other than assets comprising the Mortgaged Property of an existing Series, the assets on which any other obligations of the Issuer are secured, the Issuer’s share capital and any other funds standing to the credit of the Issuer’s local bank account that is held and operated in connection with its administration and management; and
- (ii) are issued or created on terms and conditions substantially in the form contained in Conditions 4(e) (*Shortfall after Application of Proceeds*) and 11 (*Enforcement*).

Full details of the relevant Collateral and Mortgaged Property will be set out in the relevant Supplemental Trust Deed and the relevant Offering Circular Supplement for the relevant Series.

(b) **Application of Transaction Security**

The Trustee shall (subject to the provisions of the Supplemental Trust Deed and to Clause 6.3 (*Accumulation*) of the Principal Trust Deed) apply all moneys received by it under the provisions of the Trust Deed in connection with the realisation or enforcement of the Transaction Security as follows:

- (i) firstly, in payment or satisfaction of the fees, costs, charges, expenses and liabilities incurred by the Trustee or any receiver in preparing and executing the trusts

hereunder (including any taxes required to be paid, the costs of realising any Transaction Security (including legal costs) and the Trustee's and receiver's remuneration);

- (ii) secondly, in payment or satisfaction of the fees, cost, charges expenses and liabilities properly incurred by any Agent in carrying out its functions under the Trust Deed, the Agency Agreement or any Custody Agreement, as applicable, any claim of any Agent (other than the Custodian) for any amount properly due to it as reimbursement in respect of payment of principal and interest made to the holders of the Securities and any claim of the Custodian for any amount properly due to it as reimbursement in respect of payments made to the relevant Counterparty pursuant to the relevant Collateral Securities Agreement;
- (iii) thirdly, in meeting the claims in the order set out in the Supplemental Trust Deed, *provided that*, unless otherwise specified in the relevant Supplemental Trust Deed, any claims of the Swap Counterparty arising under the Swap shall be deemed to have priority over the claims of other secured creditors (other than, for the avoidance of doubt, the Trustee or any receiver appointed by the Trustee or the Agent pursuant to paragraphs (i) and (ii) above); and
- (iv) fourthly, in payment of any balance to the Issuer for itself.

Any Creditor that has a claim in respect of more than one Obligation may rank differently in respect of each Obligation.

If the moneys received by the Trustee are not enough to pay in full all amounts to persons whose claims rank rateably, the Trustee shall apply the moneys *pro rata* on the basis of the amount due to each party entitled to such payment.

For these purposes and unless otherwise provided, references in the Supplemental Trust Deed to:

- (i) “**Beneficiary Claim**” means the claims of each Beneficiary under the relevant Contract;
- (ii) “**Counterparty Claim**” means the claims of each Counterparty under the relevant Collateral Securities Agreement;
- (iii) “**Custodian Claim**” means the claims of the Custodian for reimbursement of payments properly made by it to any person of sums receivable in respect of the Collateral;
- (iv) “**Disposal Agent Claim**” means the claims of the Disposal Agent for the reimbursement of payments properly made and liabilities incurred by it under the Disposal Agency Agreement;
- (v) “**Issuing and Paying Agent Claim**” means the claims of the Issuing and Paying Agent for reimbursement of payments properly made by it to any person in discharge of an Obligation;
- (vi) “**Noteholder Claim**” means the claims of the Noteholders and Couponholders rateably in respect of the Notes, Coupons and Receipts;
- (vii) “**Swap Counterparty Claim**” means the claims of each Swap Counterparty under the relevant Swap;
- (viii) “**Warrant Agent Claim**” means the claims of the Warrant Agent for reimbursement of payments properly made by it to any person in discharge of an Obligation;

- (ix) “**Warrantholder Claim**” means the claims of the Warrantholders rateably in respect of the Warrants; and
- (x) the “**claims**” of any named person are to the claims of that person as a Creditor in the capacity or capacities identified in the Supplemental Trust Deed.

If “**Pari passu Ranking**” is stated in the Supplemental Trust Deed in respect of any claims referred to in (i) to (x) above, such claims shall rank rateably *inter se*.

(c) **Enforcement of Transaction Security**

The Transaction Security over the Mortgaged Property shall become enforceable (i) if there is an Event of Default pursuant to Condition 10(a) (*Events of Default*); or (ii) as otherwise provided in Clause 5.5 (*Enforcement of Transaction Security*) of the Principal Trust Deed.

(d) **Realisation of Transaction Security**

If any Transaction Security becomes enforceable, the Trustee may at its discretion and shall (as long as it has been indemnified, secured and/or prefunded to its satisfaction), on receipt of whichever of a Holder Request, Extraordinary Resolution Direction or a Creditor Direction as shall be specified in the Supplemental Trust Deed or (if none is so specified) a Creditor Direction, enforce the Transaction Security constituted by the Trust Deed. Any such Holder Request or Extraordinary Resolution Direction made in respect of an Event of Default pursuant to Condition 10(a) (*Events of Default*) shall, if it does not already do so, be deemed to request the Trustee to give notice to the Issuer that, in the case of Notes, the Notes are, and shall immediately become, due and payable at their Early Redemption Amount or, in the case of Warrants, the Warrants are to be cancelled with the Cancellation Amount payable to the Warrantholders.

To do this it may at its discretion (and either acting itself or through a receiver, agent or other person appointed by the Trustee) take possession of and/or realise the Collateral Securities and/or take action against any person to enforce, terminate and/or realise any Credit Support Document, Swap, Collateral Securities Agreement, Contract, Deposit Agreement or Other Agreement in accordance with its or their terms, and/or take action against any Obligor but without any liability as to the consequence of such action and without having regard to the effect of such action on individual Noteholders, Receiptholders or Couponholders, or Warrantholders, as the case may be, and *provided that* the Trustee shall not be required to take any action that would involve any liability or expense without first being indemnified and/or secured to its satisfaction (including, where so required by the Trustee, by way of pre-funding).

In this Condition 4(d):

- (i) “**Creditor Direction**” means where sums are due to the Beneficiary and/or the Counterparty and/or the Swap Counterparty and/or the Deposit Bank and/or the Other Party and/or the Custodian and/or the Issuing and Paying Agent and/or the Warrant Agent (the claims in respect of which are secured) the first direction in writing by any such party unless this would in the opinion of the Trustee be contrary to the interests of the Holders of the Notes, Receipts, Coupons or Talons, or the Warrants, as the case may be;
- (ii) “**Extraordinary Resolution Direction**” means a direction by Extraordinary Resolution (as defined in Condition 12(a) (*Meetings of Holders*)) of the Holders; and
- (iii) “**Holder Request**” means a request in writing by the Holders of (I) in the case of Notes, at least one-fifth in aggregate nominal amount of either the most Senior Tranche of Notes (in the case of more than one Tranche of Notes) or the Notes (in the case of one Tranche of Notes) then outstanding (as defined in the Trust Deed) or (II)

in the case of Warrants, at least one-fifth of the total number of Outstanding Warrants.

For the purposes of these Conditions, “**Outstanding Warrants**” means, in relation to a Series of Warrants, all the Warrants issued except (a) those that have been exercised and settled in accordance with these Conditions; (b) those in respect of which the relevant Settlement Date (as defined in Condition 21(e) (*General*)) has occurred and the settlement moneys have been duly paid to the Trustee or to the Warrant Agent in accordance with Clause 2 (*Issue of Securities, Entering into Transactions and Covenant to Pay*) of the Principal Trust Deed and remain available for payment against presentation and surrender of Warrants; (c) those that have become void; (d) those in respect of which the expiration date has occurred where Automatic Exercise did not apply and which were not exercised in accordance with the Conditions; and (e) those that have been purchased and cancelled as provided in these Conditions; *provided that* for the purposes of (i) ascertaining the right to attend and vote at any meeting of the Warrantholders; (ii) the determination of how many Warrants are unexercised for the purposes of Conditions 10 (*Events of Default*), 11 (*Enforcement*) and 12 (*Meetings of Holders, Modification, Waiver and Substitution*); and (iii) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Warrantholders, those Warrants that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to be Outstanding Warrants.

(e) **Shortfall after Application of Proceeds**

If the net proceeds of the realisation of the Transaction Security under Condition 4(d) (*Realisation of Transaction Security*) above (the “**Net Proceeds**”) are not sufficient to make all payments which but for the effect of this provision would then be due in respect of the Obligations or claims of the Custodian and/or any Agent, then the obligations of the Issuer in respect of them will be limited to such Net Proceeds and the other assets of the Issuer will not be available for payment of any Shortfall (as defined below) arising therefrom. Any such Shortfall shall be borne according to the priorities specified in the Supplemental Trust Deed.

The Issuer will not be obliged to make any further payment in excess of the Net Proceeds and accordingly no debt or obligation shall be owed by the Issuer in respect of any Shortfall remaining after realisation of the Transaction Security under Condition 4(d) (*Realisation of Transaction Security*) and application of the proceeds in accordance with the Trust Deed. None of the Trustee, any Creditor, the Custodian and any Agent (nor any person acting on behalf of any of them) may take any further action to recover such Shortfall. In particular, none of the Trustee, any Creditor, the Custodian, any Agent, nor any other party to the Supplemental Trust Deed shall be entitled to petition or take any other step for the winding-up of the Issuer or for the declaration of the Issuer’s assets *en désastre* or for any other bankruptcy or insolvency proceedings with respect to the Issuer. Failure to make any payment in respect of any Shortfall shall in no circumstances constitute an Event of Default under Condition 10 (*Events of Default*).

In this Condition “**Shortfall**” means the difference between the amount of the Net Proceeds and the amount which would but for this Condition 4(e) have been due under the Obligations or in respect of claims of the Custodian and/or the Issuing and Paying Agent and/or the Warrant Agent (if any).

(f) **Excess Assets Direction**

Where the Transaction Security in respect of a Series becomes enforceable, the Trustee (or any receiver, agent or other person appointed by the Trustee on its behalf) shall determine whether the value of the Mortgaged Property in respect of such Series exceeds or is likely to exceed the total liabilities of the Issuer in respect of the Obligations or claims of the Custodian and/or any Agent as a result of any security provided to the Issuer (the “**Excess**”).

**Assets Security**”) by an Other Creditor in support of its obligations under a Swap, Contract, Collateral Securities Agreement, Deposit Agreement or Other Agreement (an “**Excess Assets Event**”). Upon a determination by the Trustee (or any receiver, agent or other person so appointed) that an Excess Assets Event has occurred, it shall notify the Holders of Securities, the Other Creditors or the Obligees (as defined in the Principal Trust Deed), as the case may be, in accordance with Clause 6.6 (*Excess Assets Direction*) of the Principal Trust Deed. In making any such determination, the Trustee (or any receiver, agent or other person so appointed) shall be entitled to rely solely upon valuation advice that it has obtained from any expert without additional enquiry or investigation, provided that the Trustee shall not be obliged to procure any such valuation where it would be prohibitively expensive or time consuming to do so. In such circumstances, the party that provided the Excess Assets Security may send a notice to the Trustee, with a copy to the Issuer, Swap Counterparty and Other Creditors or Obligees, within 5 Business Days of receipt of notice from the Trustee of the occurrence of the Excess Assets Event, notifying it of how to realise the Mortgaged Property (such notice an “**Excess Assets Direction**”) (including in what order to realise assets) and requesting the Trustee to deliver any residual assets which form part of the Excess Assets Security (or to deliver any remaining proceeds of realisation of such assets) following the payment of all claims in respect of the Obligations or claims of the Custodian and/or any Agent to the party which provided such Excess Assets Security. Subject always to the Trustee being indemnified and/or secured (including by way of pre-funding) against any liability or cost which it may incur by so acting, the Trustee shall act in accordance with the terms of such Excess Assets Direction provided that if the Trustee determines (or any receiver, agent or other person appointed by the Trustee determines on its behalf) that (i) the realisation of the Mortgaged Property in the manner set out in the Excess Assets Direction will not realise sufficient funds to make payment of all the amounts payable by the Issuer in respect of the Obligations or claims of the Custodian and/or any Agent or (ii) effecting the realisation of the relevant assets in the manner set out in the relevant Excess Assets Direction will not realise sufficient funds to make payment of all the amounts payable by the Issuer in respect of the Obligations or claims of the Custodian and/or any Agent, the Trustee shall be entitled to treat such notice as if it had never been sent save to the extent that all claims and liabilities in respect of the Obligations or claims of the Custodian and/or any Agent are satisfied in full and there are residual assets or cash remaining after satisfaction of such liabilities and claims, in which case the Trustee shall deliver such residual assets in accordance with the Excess Assets Direction. Within five Business Days (or such longer period as may be agreed between the Trustee and the party that provided the Excess Assets Security) of receipt of any Excess Assets Direction, the Trustee shall acknowledge receipt of the same and, where it elects to treat such Excess Assets Direction as if it had never been sent in accordance with (i) or (ii) in the preceding sentence, it shall, in addition to such acknowledgment of receipt, notify the relevant Issuer, Holders, Swap Counterparty and Other Creditors or Obligees of such election. Where an Excess Assets Direction is delivered, Clause 6.5 (*Division of Transaction Security*) of the Principal Trust Deed shall not apply. The Trustee (and any receiver, agent or other person appointed by the Trustee) and the Issuer shall incur no liability to any person from complying with the instructions in any Excess Assets Direction and the Trustee shall not be required to have any consideration of the interests of the Holders of Securities with respect to the implementation of any Excess Assets Direction. For the avoidance of doubt, nothing in an Excess Assets Direction shall modify the manner in which the Trustee is required to apply monies received by it in connection with the realisation or enforcement of the Transaction Security pursuant to Clause 6.2 (*Post-Enforcement*) of the Principal Trust Deed.

(g) **Substitution of Mortgaged Property**

The Issuer may from time to time upon agreement with all the Noteholders or Warrantheolders, as the case may be, or if so directed by an Extraordinary Resolution or, where the Trustee is satisfied that such substitution is not materially prejudicial to the

interests of the Noteholders or Warrantholders, as the case may be, upon agreement with the Trustee, and, in each case, with the prior written consent of each Other Creditor, substitute alternative secured assets for such of the Mortgaged Property as it may deem appropriate (provided, in each case, that notice is given to Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and such substitution will not at the time of substitution result in a downgrading of any rating assigned by S&P to the Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II, as confirmed in writing by S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II) (each as defined in the Principal Trust Deed)). Any such alternative secured assets shall be held subject to the Transaction Security in favour of the Trustee and the Issuer shall execute such further documentation as the Trustee may require in order to constitute such Transaction Security as a condition to such substitution (which documentation shall include, as long as any Securities are listed on the Irish Stock Exchange and the rules of that stock exchange so require, a supplement to the Offering Circular Supplement setting out details of such substitute alternative secured assets). If the relevant Holders or, as the case may be, the Trustee (where satisfied as stated above) and each Other Creditor agree to such substitution, the Issuer shall notify the relevant Holders thereof in accordance with Condition 15 (*Notices*) and, if the Securities are listed on any stock exchange, the Issuer shall also notify such stock exchange of such substitution.

(h) **Issuer's Rights as Beneficial Owner of Collateral**

Until the Transaction Security becomes enforceable, the Issuer may exercise any rights in its capacity as beneficial owner of the Collateral only with the consent of the Trustee or by an Extraordinary Resolution Direction and, if such direction or consent is given, the Issuer will act only in accordance with such direction or consent. In particular, the Issuer will not attend or vote at any meeting of holders of the Collateral Securities, or give any consent or notification or make any declaration in relation to the Collateral, unless the Trustee shall so direct or pursuant to an Extraordinary Resolution Direction.

In this Condition 4(h):

**"Extraordinary Resolution Direction"** shall mean a direction by Extraordinary Resolution (as defined in the Trust Deed) of the relevant Holders.

**5. RESTRICTIONS**

So long as any of the Transactions remain outstanding, the Issuer shall not, without the consent of the Trustee and any Other Creditors, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, entering into Transactions (whether under the Programme or otherwise) including the issue of notes or warrants (as provided below), entering into any Credit Support Document and/or Other Obligations and entering into related agreements and transactions (as described below)) (*provided that* for the avoidance of doubt nothing shall prevent the Issuer from engaging an administrator, accountants, statutory auditors and legal and banking advisers), declare any dividends in excess of an aggregate annual amount of £1,200, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in these Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on (i) 10 January 2003, in the case of either Claris or Claris 2; (ii) 9 December 2004, in the case of Iris; (iii) 10 May 2006, in the case of Claris III; (iv) 25 September 2006, in the case of Claris IV; (v) 28 May 2007, in the case of Iris II; or (vi) the date of the Acceptance Deed, in the case of the Specified Issuer).

The Issuer may from time to time (without the consent of the Holders or any Other Creditor but *provided that* the Trustee is satisfied that the restrictions of this Condition will be complied with) issue further notes (which may form a single series with the Notes) or issue further warrants (which may form a single series with the Warrants) and create or incur further obligations relating to such notes or warrants, as the case may be, *provided that* such further notes or warrants, as applicable, and obligations:

- (a) are secured (save in the case of such further notes or warrants forming a single series with the Notes or Warrants, as applicable) on assets of the Issuer other than (i) the Mortgaged Property; (ii) the assets on which any other obligations of the Issuer are secured; and (iii) the Issuer's share capital;
- (b) are issued or created on terms substantially in the form contained in Conditions 4(e) (*Shortfall after Application of Proceeds*) and 11 (*Enforcement*);
- (c) are, in the case of such further notes or warrants forming a single series with the Notes or Warrants, as applicable, secured *pari passu* with such Notes or Warrants upon the Mortgaged Property and such further assets of the Issuer upon which such further notes or warrants are secured, all in accordance with Condition 14 (*Further Issues*); and
- (d) shall be notified to Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and shall not at the time of issue result in any rating assigned to the Notes by S&P being adversely affected, as confirmed in writing by S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II).

## 6. INTEREST AND OTHER CALCULATIONS

This Condition 6 shall apply to Notes only.

### (a) Definitions

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

**"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, the **"Calculation Period"**):

- (i) if **"Actual/365"** or **"Actual/Actual-ISDA"** is specified in the relevant Offering Circular Supplement, 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/365 (Fixed)"** is specified in the relevant Offering Circular Supplement, the actual number of days in the Calculation Period divided by 365;
- (iii) if **"Actual/360"** is specified in the relevant Offering Circular Supplement, the actual number of days in the Calculation Period divided by 360;
- (iv) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified in the relevant Offering Circular Supplement, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to

be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));

- (v) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Offering Circular Supplement, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month); and
- (vi) if “**Actual/Actual-ICMA**” is specified in the relevant Offering Circular Supplement,
  - (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 Determination Periods normally ending in any year; and
  - (b) if the Calculation Period is longer than one Determination Period, the sum of:
    - (A) 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 in any year; and
    - (B) 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;

“**Determination Date**” means the date specified in the relevant Offering Circular Supplement or, if none is so specified, the Interest Payment Date;

“**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 Offering Circular Supplement or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates;

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

“**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 Amount**” means, in the case of floating rate Notes, the amount of interest payable, in the case of fixed rate Notes, means the Fixed Coupon Amount (as specified in the relevant Offering Circular Supplement) or Broken Amount (as specified in the relevant Offering Circular Supplement), as the case may be, and in

the case of structured interest Notes means the Structured Interest Amount (as specified in the relevant Offering Circular Supplement);

**“Interest Commencement Date”** means the Issue Date or such other date as may be specified in the relevant Offering Circular Supplement;

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Offering Circular Supplement 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 for the Specified Currency 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) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date;

**“Interest Period Date”** means each Interest Payment Date unless otherwise specified in the relevant Offering Circular Supplement;

**“ISDA Definitions”** means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., or any successor provisions published by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the relevant Offering Circular Supplement;

**“Page”** means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuters Markets 3000 (“**Reuters**”) and the Bloomberg service) as may be specified in the relevant Offering Circular Supplement 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 Interest”** means the rate of interest payable from time to time in respect of any Note and that is either specified in the relevant Offering Circular Supplement or calculated in accordance with the provisions thereof;

**“Reference Banks”** means the institutions specified as such in the relevant Offering Circular Supplement or, if none, four 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 (unless (a) in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form or (b) in the case of a Global Registered Notes issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form), 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 Financial Centre**” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such in the relevant Offering Circular Supplement 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;

“**Relevant Rate**” means the Benchmark for an amount that is representative for a single transaction in the relevant market at the time of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date;

“**Relevant Time**” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Offering Circular Supplement or, if no time is specified, the local time in the Relevant Financial 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 Relevant Financial Centre and for this purpose “local time” means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, 11.00 a.m. Brussels time;

“**Specified Currency**” means the currency specified as such in the relevant Offering Circular Supplement or, if none is specified, the currency in which the Notes are denominated;

“**Specified Duration**” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the relevant Offering Circular Supplement or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 6(c)(ii) (*Business Day Convention*); and

“**TARGET System**” means the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) system or any successor thereto.

(b) **Interest on Fixed Rate Notes**

Each fixed rate 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 Interest Payment Date.

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Offering Circular Supplement, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Offering Circular Supplement.

If “Business Day Convention – Adjusted” is specified in the relevant Offering Circular Supplement, (a) any Interest Payment Date otherwise falling on a day which is not a Business Day (as defined in Condition 6(a) (*Definitions*) above) will be postponed or brought forward (as applicable) in accordance with the specified Business Day Convention (as described below) and (b) the amount of interest payable on such Interest Payment Date will be adjusted accordingly and the provisions of sub-paragraph (iii) below shall apply, *mutatis mutandis*, as though references to “floating rate Notes” were to “fixed rate Notes” and references to “Rate of Interest” were to the rate of interest in respect of fixed rate Notes.

If “Business Day Convention - Non-Adjusted” is specified in the relevant Offering Circular Supplement, any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the applicable Business Day Convention and there will be no corresponding adjustment of the amount of interest payable on such Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

(c) **Interest on Floating Rate Notes and Structured Interest Notes**

(i) *Interest Payment Dates*

Each floating rate Note or structured interest Note in respect of which the applicable Offering Circular Supplement specifies that interest will be payable by reference to an equity (including shares, dividends, American depositary receipts, exchange traded funds, indices or SGI indices), a fund, commodity, inflation, foreign exchange rate or reference rate underlying (an “**Equity Linked Interest Note**”, a “**Fund Linked Interest Note**”, a “**Commodity Linked Interest Note**”, an “**Inflation Linked Interest Note**”, a “**Foreign Exchange Rate Linked Interest Note**” and a “**Reference Rate Linked Interest Note**” respectively and each a “**Structured Interest Notes**”) 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 Interest Payment Date. Such Interest Payment Date(s) is/are either shown in the relevant Offering Circular Supplement as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown in the relevant Offering Circular Supplement, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Offering Circular Supplement as the Specified Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *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 that is not a Business Day, then, if the Business Day Convention specified is (A) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day; (B) the Modified Following Business Day 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 such date shall be brought forward to the immediately preceding Business Day; or (C) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for 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 Offering Circular Supplement and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Offering Circular Supplement.

(A) ISDA Determination for floating rate Notes:

Where ISDA Determination is specified in the relevant Offering Circular Supplement 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 plus or minus (as indicated in the relevant Offering Circular Supplement) the Margin (if any). 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 and under which:

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

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 Offering Circular Supplement 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:

- (x) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
  - (I) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
  - (II) 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;

- (y) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (x)(I) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (x)(II) 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 that each of the Reference Banks is quoting to leading banks in the Relevant

Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent; and

- (z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, 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 an amount that is representative for a single transaction in the relevant market at the time 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 Specified Currency is euro, in the Euro-zone as selected by the Calculation Agent (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 (I) 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) (II) 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 be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(iv) *Rate of Interest for Structured Interest Notes*

The Rate of Interest in respect of Structured Interest Notes shall be determined in the manner specified in the relevant Offering Circular Supplement and interest will accrue by reference to a formula as specified in the relevant Offering Circular Supplement. The Offering Circular may apply one or more Technical Annexes which will set out additional terms and conditions in relation to the relevant underlying by reference to which the Rate of Interest is determined.

(d) **Zero Coupon Notes**

Where a Note to which Zero Coupon Note Provisions are applicable, 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 Maturity Date, 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 7(b)(i) (*Zero Coupon Notes*)).

(e) **Dual Currency Notes**

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Offering Circular Supplement.

(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 paid-up nominal amount of such Notes and otherwise as specified in the relevant Offering Circular Supplement.

(g) **Accrual of Interest**

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation (unless (a) in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form or (b) in the case of Global Registered Notes issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form), payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 6 to the Relevant Date.

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

(i) If any Margin or Rate Multiplier is specified in the relevant Offering Circular Supplement (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 Condition 6(c) (*Interest on Floating Rate Notes and Structured Interest Notes*) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, 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 Offering Circular Supplement, 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 shall 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 the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

(i) **Calculations**

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in the relevant Offering Circular Supplement in respect of such period, in which case the amount of interest payable in respect of such Note for such 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 amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

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

As soon as practicable after the relevant time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate such rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the relevant Holders, 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 or other relevant authority so require, such exchange or other relevant authority 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 exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 6(c)(ii) (*Business Day Convention*), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10 (*Events of Default*), 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 unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(k) **Calculation Agent and Reference Banks**

If Reference Banks is chosen as primary source for floating rate Notes in the relevant Offering Circular Supplement and for so long as any Note is outstanding, or as may be otherwise provided in the relevant Offering Circular Supplement, the Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall (with the prior approval of the Trustee) appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. 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 Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount, or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee) 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.

## **7. REDEMPTION, PURCHASE AND OPTIONS**

This Condition 7 shall apply to Notes only.

### **(a) Redemption by Instalments and Final Redemption**

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 7 or the relevant Instalment Date (being one of the dates so specified in the relevant Offering Circular Supplement) is extended pursuant to any option provided in the relevant Offering Circular Supplement including any Issuer's or Noteholder's option in accordance with Condition 7(e) (*Redemption at the Option of the Issuer and Exercise of Issuer's Option*) or 7(f) (*Redemption at the Option of Noteholders and Exercise of Noteholders' Option*), 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 Offering Circular Supplement. 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 on presentation (unless (a) in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form or (b) in the case of Global Registered Notes issued either by Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form) 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 option provided in the relevant Offering Circular Supplement including any Issuer's or Noteholder's option in accordance with Condition 7(e) (*Redemption at the Option of the Issuer and Exercise of Issuer's Option*) or 7(f) (*Redemption at the Option of Noteholders and Exercise of Noteholder' Option*), each Note shall, unless the provisions of Condition 7(i) (*Exchange of Notes*) shall apply, be finally redeemed on the Maturity Date specified in the relevant Offering Circular Supplement at its Final Redemption Amount (which, unless otherwise provided in the relevant Offering Circular Supplement, is its nominal amount) or, in the case of a Note falling within Condition 7(a)(i) above, its final Instalment Amount.

### **(b) Early Redemption**

- (i) *Zero Coupon Notes*
  - (A) The Early Redemption Amount payable in respect of any zero coupon Note prior to the Maturity Date and the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 7(c) (*Mandatory Redemption*) or 7(d)(ii) (*Withholding and Redemption of Notes for Taxation Reasons*) or upon it becoming due and payable as provided in Condition 10 (*Events of Default*), shall be the Amortised Face Amount (as defined and calculated as provided below) of such Note unless otherwise specified in the relevant Offering Circular Supplement.

- (B) Subject to the provisions of sub-paragraph (C) 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**” (as set out in the relevant Offering Circular Supplement or which, if none is shown in the relevant Offering Circular Supplement, 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.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 7(c) (*Mandatory Redemption*) or 7(d)(ii) (*Withholding and Redemption of Notes for Taxation Reasons*) or upon it becoming due and payable as provided in Condition 10 (*Events of Default*) 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 (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall 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 scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 6(d) (*Zero Coupon Notes*).

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 Offering Circular Supplement.

(ii) *Other Notes*

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 7(c) (*Mandatory Redemption*) or 7(d)(ii) (*Withholding and Redemption of Notes for Taxation Reasons*) or upon it becoming due and payable as provided in Condition 10 (*Events of Default*), shall be the Final Redemption Amount unless otherwise specified in the relevant Offering Circular Supplement or the applicable Technical Annex.

(c) **Mandatory Redemption**

The applicable Offering Circular Supplement may specify that one or more of the following events applies:

- (i) any of the Collateral Securities becomes payable or repayable or becomes capable of being declared due and payable or repayable prior to its stated date of maturity for whatever reason (a “**Collateral Securities Repayment Event**”);
- (ii) unless the Trustee otherwise agrees, there is a payment default in respect of any of the Collateral Securities (a “**Collateral Securities Default Event**”);
- (iii) a Credit Support Document, a Swap, a Collateral Securities Agreement, a Contract, a Deposit Agreement or an Other Agreement is terminated in whole for any reason other than as a consequence of, or pre-condition to, the substitution of any third party for a party to any of the foregoing contracts in accordance with their terms and conditions and unless alternative secured assets are substituted for such Credit Support Document, Swap, Collateral Securities Agreement, Contract, Deposit Agreement or Other Agreement pursuant to, and in accordance with, Condition 4(g)

(*Substitution of Mortgaged Property*) prior to the date for such termination (an "**Agreement Termination Event**"); and/or

- (iv) one or more of the following events (each, a "**Regulatory Event**") occurs:
- (1) the adoption of, or any change in, any applicable law or regulation after the Issue Date, or promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation after the Issue Date, and with applicable law or regulation for this purpose meaning any similar, related or analogous law, regulation or rule to those in Dodd-Frank, FATCA, AIFMD or EMIR or any law or regulation that imposes a financial transaction tax or other similar tax which has, or may have, a material adverse effect on the Issuer or the Regulatory Event Counterparty as a result of, or in connection with, the issuance of the Notes or in connection with the Mortgaged Property;
  - (2) any regulation or rule under Dodd-Frank, FATCA, AIFMD or EMIR or under any law or regulation that imposes a financial transaction tax or other similar tax which, in each case, was either not in force as at the Issue Date or was in force at the Issue Date but the manner of its application was not known at the Issue Date is implemented, promulgated or otherwise made known, and such implementation, promulgation or application has, or may have, a material adverse effect on the Issuer or the Regulatory Event Counterparty as a result of, or in connection with, the issuance of the Notes or in connection with the Mortgaged Property;
  - (3) the Issuer or the Regulatory Event Counterparty is required to be regulated by any additional or alternative regulatory authority which has, or may have, a material adverse effect on the Issuer or the Regulatory Event Counterparty as a result of, or in connection with, the issuance of the Notes or in connection with the Mortgaged Property;
  - (4) the Issuer is required to clear any derivatives transaction entered into connection with the Notes with a central clearing counterparty; and/or
  - (5) the Issuer or the Regulatory Event Counterparty is, as a result of, or in connection with, the issuance of the Notes or in connection with the Mortgaged Property:
    - (A) subject to materially increased capital charges, however defined, above those capital charges (if any) that prevailed as at the Issue Date; or
    - (B) required to provide collateral or any form of initial or variation margin to the other in addition to that (if any) contemplated on the Issue Date,

in each case, as determined by the Regulatory Event Counterparty, provided that the Regulatory Event shall only be deemed to have occurred if the Issuer has first obtained consent to the resulting early redemption of the Notes from the Regulatory Event Counterparty, where:

"**AIFMD**" means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and any implementing legislation in an EU Member State and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

"**Dodd-Frank**" means the Dodd-Frank Wall Street Reform and Consumer Protection Act or the adoption of any law, regulation or rule related thereto;

"**EMIR**" means the Regulation (EU) No 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC Derivatives, Central Counterparties and Trade Repositories and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

"**FATCA**" means the Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto; and

"**Regulatory Event Counterparty**" means the party or parties so specified in the Offering Circular Supplement.

If any event does so apply then the Issuer or an agent acting on behalf of the Issuer (as applicable) shall give notice of the occurrence of such event as soon as reasonably practicable upon such occurrence (unless otherwise specified in the relevant Supplemental Trust Deed) to the Trustee and the Noteholders and upon the giving of such notice shall redeem each Note at its Early Redemption Amount, either in whole or, in respect of a Collateral Securities Repayment Event or a Collateral Securities Default Event (as defined below), as the case may be, in part on a *pro rata* basis in a proportion of its Final Redemption Amount equal to the proportion that the nominal amount of the Repayable Assets (as defined below) bears to the nominal amount of all the Collateral Securities (including the Repayable Assets):

In respect of a Collateral Securities Repayment Event or a Collateral Securities Default Event, all Collateral Securities in respect of which such event has occurred, together with any or all remaining Collateral Securities, as specified in the relevant Supplemental Trust Deed (which may or may not form obligations of the same person as those which have become repayable or in respect of which there has been such a payment default), shall be deemed to have become immediately repayable (the "**Repayable Assets**").

Interest (if any) in respect of any Note redeemed following the occurrence of any Collateral Securities Repayment Event, Collateral Securities Default Event, Agreement Termination Event or Regulatory Event shall be as set out in the relevant Offering Circular Supplement.

In the event of Notes becoming mandatorily due for redemption, the Issuer shall redeem the Notes early by making payment of the Early Redemption Amount, which may be less than the principal amount, and any accrued interest or other sums due under, of the Notes being redeemed.

(d) **Withholding and Redemption of Notes for Taxation Reasons**

- (i) All payments of principal and interest by the Issuer in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without deduction for, any taxes, duties, assessments or governmental charges whatsoever, except to the extent required by law. Where such deduction is required by law, no Issuer shall be obliged to make any additional payment in respect of the same.
- (ii) If the Issuer, on the occasion of the next payment due in respect of the Notes, would be required by Jersey law, Irish law, or English law, as applicable, or pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code or otherwise pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, then the Issuer shall so inform the Trustee, and shall use all reasonable endeavours to arrange the

substitution of a company incorporated in another jurisdiction approved beforehand in writing by the Trustee and the Other Creditors (*provided that* such substitution will not at the time of substitution result in any rating assigned to the Notes being adversely affected, as confirmed in writing by Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II)) as the principal obligor or to change (to the satisfaction of the Trustee and the Other Creditors (*provided that* such change will not at the time of such change result in of any rating assigned to the Notes being adversely affected, as confirmed in writing by Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II))) its residence for taxation purposes to another jurisdiction approved beforehand in writing by the Trustee and the Other Creditors and if it is unable to arrange such substitution before the next payment is due in respect of the Notes,

then the Issuer shall give notice as soon as is reasonably practicable (unless otherwise specified in the relevant Offering Circular Supplement) to the Trustee, the Noteholders, the Swap Counterparty, the Counterparty, the Beneficiary, the Deposit Bank and the Other Party and upon the giving of such notice all but not some only of the Notes shall become due for redemption on the date specified in such notice at their outstanding Early Redemption Amount (as described in Condition 7(b) (*Early Redemption*) above) (together with any interest accrued to the date fixed for redemption).

(iii) Notwithstanding the foregoing, if the requirement to withhold or account for tax set out in Condition 7(d)(i) arises as a result of:

- (A) a withholding or deduction imposed on a payment by or on behalf of the Issuer to an individual required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (B) the presentation for payment of any Note, Receipt or Coupon by or on behalf of a Noteholder 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;
- (C) any present or former connection of any Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of such Noteholder if such Noteholder is an estate, a trust, a partnership, or a corporation) with Jersey (in the case of Notes issued by Claris, Claris 2, Claris III or Claris IV) or Ireland (in the case of Notes issued by Iris or Iris II) (including, without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein) otherwise than by reason only of the holding of any Note or receiving principal or interest in respect thereof;
- (D) the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Jersey (in the case of Notes issued by Claris, Claris 2, Claris III or Claris IV) or Ireland (in the case of Notes issued by Iris or Iris II); or
- (E) any combination of the immediately preceding paragraphs (A) through (D) inclusive,

then Condition 7(d)(ii) shall not apply. In such circumstances the Issuer shall deduct such taxes from the amounts payable to such Noteholder, all other Noteholders shall receive the due amounts payable to them and the Notes shall not be redeemed. Any such deduction shall not constitute an Event of Default under Condition 10 (*Events of Default*).

In the event of the Notes becoming due for redemption payment of the Early Redemption Amount shall be made, and may be less than the principal amount of, and any accrued interest and other sums due under, the Notes being redeemed.

(e) **Redemption at the Option of the Issuer and Exercise of Issuer's Option**

If Issuer Call Option is specified in the Offering Circular Supplement, the Issuer may, 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), redeem, or exercise any Issuer's option (as may be described in the relevant Offering Circular Supplement) in relation to, all or, if so provided, some of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed specified in the Offering Circular Supplement and no greater than the maximum nominal amount to be redeemed specified in the relevant Offering Circular Supplement.

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

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements and the rules and procedures of Euroclear and/or Clearstream, Luxembourg, where applicable (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or reduction in nominal amount or otherwise, in each case at their discretion) or any other Alternative Clearing System (as the case may be). So long as the Notes are listed on the Irish Stock Exchange or any other stock exchange and the rules of the relevant stock exchange or other relevant authority so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be filed with the Company Announcements Office of the Irish Stock Exchange, or as specified by such other stock exchange or other relevant authority, a notice specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

In the event of an early redemption of Notes pursuant to this Condition 7(e), payment of the Optional Redemption Amount may be made subject to the operation of Condition 4(e) (*Shortfall after Application of Proceeds*), and therefore may be less than the principal amount of, and any accrued interest and other sums due under, the Notes being redeemed.

In the event of an early redemption of Notes pursuant to this Condition 7(e), the Issuer, in the case of any Series of rated Notes, shall notify Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II) in writing of the occurrence of such early redemption.

(f) **Redemption at the Option of Noteholders and Exercise of Noteholders' Option**

If Redemption at the Option of the Holder is specified in the Offering Circular Supplement, the Issuer shall, at the option of the Holder of any 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 Offering Circular Supplement) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option or any other Noteholders' option that may be set out in the Offering Circular Supplement (which must be exercised on an Option Exercise Date) the Holder must deposit (in the case of Global Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Registered Note with any Transfer Agent at its specified office, together with a duly completed option exercise notice (the "**Option Exercise Notice**") in or substantially in the form set out in the Agency Agreement, copies of which are obtainable from any Paying Agent or any Transfer Agent (as applicable) within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

In the event of an early redemption of Notes pursuant to this Condition 7(f), payment of the Optional Redemption Amount may be made subject to the operation of Condition 4(e) (*Shortfall after Application of Proceeds*), and therefore may be less than the principal amount of, and any accrued interest and other sums due under, the Notes being redeemed.

In the event of an early redemption of Notes pursuant to this Condition 7(f), the Issuer, in the case of any Series of rated Notes, shall notify Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II) in writing of the occurrence of such early redemption.

(g) **Technical Annex Redemption**

In the case of Equity Linked Notes, Fund Linked Notes, Commodity Linked Notes, Inflation Linked Notes, Foreign Exchange Rate Linked Notes and Reference Rate Linked Notes the applicable Offering Circular Supplement may specify that Technical Annex redemption is applicable ("**Technical Annex Redemption**"). If Technical Annex Redemption is specified as applicable then, following a determination by the Calculation Agent in accordance with the relevant provisions of the applicable Technical Annex that the Issuer is to terminate its obligations in respect of the Notes in accordance with this Condition 7(g), the Issuer shall give notice as soon as is reasonably practicable (unless otherwise specified in the relevant Offering Circular Supplement) to the Trustee, the Noteholders, the Swap Counterparty, the Counterparty, the Beneficiary, the Deposit Bank and the Other Party and upon the giving of such notice all but not some only of the Notes shall become due for redemption on the date specified in such notice at their Early Redemption Amount (as specified in the applicable Offering Circular Supplement) (together with any interest accrued to the date fixed for redemption).

(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 7 and the provisions specified in the Offering Circular Supplement.

(i) **Exchange of Notes**

(i) If the Supplemental Trust Deed specifies that the Notes are Exchangeable Notes, upon the occurrence of an event (the "**Exchange Event**"), as specified in the Supplemental Trust Deed, the Issuer, in the case of any Series of rated Notes, shall notify Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II) in writing of the occurrence of such Exchange Event and shall deliver, or cause to be delivered, to the Clearing System for credit to the respective accounts of entitled Noteholders on the Exchange Settlement Date (as defined below) the Securities Entitlement (as defined below) relating to the Notes presented and surrendered in accordance with this Condition in lieu of redeeming the Notes. Notes presented and surrendered by a Noteholder shall be aggregated for the purpose of determining the

aggregate Securities Entitlement of that Noteholder. If the aggregate Securities Entitlement of a Noteholder does not comprise a nominal amount of Collateral Securities equal to an integral multiple of the minimum denomination of the Collateral Securities, the Issuer shall not deliver Collateral Securities in a nominal amount equal to a fraction of the minimum denomination of the Collateral Securities but shall account to each affected Noteholder for the net cash value (if any) of any such fraction, as determined by the Calculation Agent.

- (ii) The Issuer shall not deliver, or cause to be delivered, the Securities Entitlement in respect of any Exchangeable Notes unless such Note has been presented and surrendered together with a notification in writing (a “**Delivery Notice**”) specifying either an account in the Clearing System or such account broker or other method for delivery of Collateral Securities (in or substantially in the form set out in the Agency Agreement, copies of which are available at the specified office of each of the Paying Agents) to the Issuing and Paying Agent on any business day in London during the period (the “**Notice Delivery Period**”) specified in the Supplemental Trust Deed. The Holder of a Note may present and surrender such Note (together with a Delivery Notice) to the Paying Agent in Ireland (in the case of Notes listed on the Irish Stock Exchange). In these circumstances, the Noteholder shall be deemed to have presented and surrendered such Note (together with the Delivery Notice) on the business day in London next following the date on which such presentation and surrender occurred. The Issuer shall procure that upon presentation and surrender of a Note pursuant to this paragraph the Paying Agent shall issue to the Holder thereof a receipt in respect of such Note. The Notes shall cease to be outstanding on the first day on or after the Exchange Settlement Date upon which the Issuer makes the aggregate Securities Entitlement available for delivery in accordance with these Conditions.
- (iii) If there is a Settlement Disruption Event (as defined below) that prevents settlement on the Exchange Settlement Date (as defined below), then settlement shall be on the first succeeding day on which settlement can take place unless a Settlement Disruption Event exists for a period of 30 calendar days after the original date on which, but for the Settlement Disruption Event, settlement would have occurred. If settlement does not occur during such 30 calendar day period, the Issuer shall use best efforts to deliver the Collateral Securities comprising the aggregate Securities Entitlement promptly thereafter to a nominee selected by the Issuer and approved by the Trustee.

(j) **Purchases**

If the Issuer has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Collateral Securities, for the reduction in the notional amount of any Other Obligation and for the purchase of the Notes, which transactions will leave the Issuer with no assets or net liabilities in respect thereof, it may purchase Notes (*provided that* all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price.

(k) **Cancellation**

All Notes purchased by or on behalf of the Issuer may be surrendered for cancellation, in the case of Global Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to or to the order of the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering such Notes to the Registrar and, in each case, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith on behalf of the Issuer (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered

for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(1) **Definitions**

As used in this Condition:

“**Clearing System**” means each of Clearstream, Luxembourg, Euroclear (if specified in the relevant Offering Circular Supplement) and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Paying Agent, the Trustee, the Irish Stock Exchange (in relation to Notes listed on the Irish Stock Exchange) and the relevant Dealer, and references to “**Clearing System**” or “**Clearing Systems**” are references to one or more of the Clearing Systems as may be relevant in respect of any Series of Notes;

“**Exchange Settlement Date**” means the date specified in, or determined in accordance with the provisions of, the Supplemental Trust Deed or, if such date is not a day on which the Clearing System is open for business, the next following day that is;

“**Securities Entitlement**” means, in respect of each Exchangeable Note, the nominal amount of Collateral Securities specified in the Supplemental Trust Deed to which a Holder of such Note may be entitled upon the occurrence of an Exchange Event; and

“**Settlement Disruption Event**” means an event beyond the control of the Issuer and the relevant Noteholder as a result of which (i) in the case of Collateral Securities held through a Clearing System, such Clearing System cannot clear transfers, or (ii) transfers cannot be made, of the Collateral Securities comprising the Securities Entitlement of such Noteholder.

**8. PAYMENTS AND TALONS**

This Condition 8 (other than Conditions 8(d), 8(e) and 8(h)) shall not apply to Warrants.

(a) **Bearer Notes**

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation (unless in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form) 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 8(e)(vi)) or Coupons (in the case of interest, save as specified in Condition 8(e)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States and its possessions by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency or in the case of euro in a city in which banks have access to the TARGET System.

(b) **Registered Notes**

(i) Payments of principal (which for the purposes of this Condition 8(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation (unless in the case of a Global Registered Note issued either by Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form) and surrender of the relevant Registered Notes 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 8(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 (i) in the case of Global Registered Notes, the Business Day prior to; or (ii) in the case of Definitive Registered Notes, the fifteenth day before, the due date for payment thereof (in each case, the “**Record Date**”). Payments of interest on each Registered Note shall be made in the relevant currency drawn on a bank in the principal financial centre of the country of such currency concerned, subject as provided in paragraph (a) above, and mailed to the Holder (or to the first named of joint Holders) of such Note at its address appearing in the Register. Upon application by the Noteholder to the specified office of the Registrar or any Transfer Agent before the Record Date and, subject as provided in paragraph (a) above, such payment of interest may 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 such currency.

(c) **Payments subject to Fiscal Laws**

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in any jurisdiction and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code or otherwise pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders, Couponholders or Warrantheolders, as the case may be, in respect of such payments.

(d) **Appointment of Agents and Custodian**

The Issuing and Paying Agent, the Warrant Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuing and Paying Agent, the Warrant Agent, the Paying Agents, the Registrar, the Transfer Agents, the Custodian and the Calculation 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, Couponholder or Warrantheolder. The Issuer reserves the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, the Warrant Agent, any other Paying Agent, the Registrar, any Transfer Agent, the Custodian or the Calculation Agent(s) and to appoint additional or other (in which cases, such approval not to be unreasonably withheld provided any such additional or other Agent is a leading bank or investment banking firm) Paying Agents or Registrars or Transfer Agents or Custodians or Calculation Agent(s), provided that at the time of such variation or termination, no downgrading of any rating assigned to the Notes shall result and provided further that the Issuer shall at all times maintain (i) an Issuing and Paying Agent; (ii) a Warrant Agent; (iii) a Registrar in relation to Registered Securities; (iv) a Transfer Agent in relation to Registered Securities; (v) one or more Calculation Agent(s) where the Conditions so require; (vi) a Custodian; (vii) a Paying Agent having its specified office in a major European city (which shall be Dublin so long as Securities are listed on the Irish Stock Exchange); (viii) such other agents as may be required by any other stock exchange on which the Securities may be listed in each case, as approved by the Trustee; and (ix) a Paying Agent with a specified office in a European Union member state (a “**Member State**”) that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any such change or any change of any specified office shall promptly be given to the Holders.

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

- (i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall 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 (*Prescription*)).
- (ii) If the Notes so provide, upon the due date for redemption of any Bearer Note, unmaturing 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, 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 that 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 that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision 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 (unless (i) in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form or (ii) in the case of a Global Registered Note issued either by Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form) (and surrender if appropriate) of the relevant Bearer Note or Registered Note, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation (unless (i) in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form or (ii) in the case of a Global Registered Note issued either by Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form) of the relevant Note.

(f) **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, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further

Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9 (*Prescription*)).

(g) **Non-Business Days**

If any date for payment in respect of any Note, Receipt or Coupon, or Warrant, as the case may be, 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.

**9. PRESCRIPTION**

This Condition 9 shall not apply to Warrants.

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 made 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**

If any of the following events (“**Events of Default**”) occurs the Trustee at its discretion may, and if so requested by Holders of (I) in the case of Notes, at least one-fifth in aggregate nominal amount of either the most Senior Tranche of Notes (in the case of more than one Tranche of Notes) or the Notes (in the case of one Tranche of Notes) then outstanding (as defined in the Trust Deed) or (II) in the case of Warrants, at least one-fifth of the total number of Outstanding Warrants, or if so directed by an Extraordinary Resolution shall (provided that the Trustee shall have been indemnified, secured and/or prefunded to its satisfaction), give notice to the Issuer that, in the case of Notes, the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount or, in the case of Warrants, the Warrants are to be cancelled and the Cancellation Amount will be payable to the Warrantholders:

- (a) default is made for more than 14 days in the payment of any sum due in respect of the Securities or any of them;
- (b) the Issuer does not perform or comply with any one or more of its other obligations under the Securities or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 30 days after notice of such default shall have been given to the Issuer by the Trustee provided in each case that the Trustee certifies that such default is materially prejudicial to the interests of the Holders; or
- (c) order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution.

The Issuer has undertaken in the Principal Trust Deed that, at each anniversary date of the signing of the Principal Trust Deed and also within 14 days after any request by the Trustee, it will send to the Trustee a certificate signed by two directors of the Issuer to the effect that as at a date not more than five days prior to the date of the certificate no Event of Default has occurred.

**11. ENFORCEMENT**

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders, Warrantholders, Couponholders, the Agents and the Other

Creditors and none of the Noteholders, Warranholders, Couponholders, the Agents or the Other Creditors is entitled to proceed against the Issuer unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so. Notwithstanding the occurrence of an Event of Default pursuant to Condition 10(b) or 10(c) (*Events of Default*) above, the Transaction Security shall become enforceable only (i) in circumstances where the Event of Default set out in Condition 10(a) (*Events of Default*) has occurred (whether before, after or concurrently with either of the Events of Default set out in Conditions 10(b) and/or 10(c) (*Events of Default*)) or (ii) otherwise in accordance with Clause 5.5 (*Enforcement of Transaction Security*) of the Principal Trust Deed. The Trustee, the Noteholders, the Warranholders, the Couponholders, the Agents and the Other Creditors shall have recourse only to the Mortgaged Property in respect of the Securities and the Trustee having realised the same and distributed the Net Proceeds in accordance with Condition 4 (*Transaction Security*), none of the Trustee, the Noteholders, the Warranholders, the Couponholders, the Agents, the Other Creditors or anyone acting on behalf of any of them shall be entitled to take any further steps against the Issuer to recover any further sum and no debt or obligation shall be owed by the Issuer in respect of such sum and such debt or obligation shall be extinguished. In particular, none of the Trustee, any Noteholder or Couponholder, any Warranholder, any Agent or any Other Creditors, nor any other party to the Supplemental Trust Deed shall be entitled to petition or take any other step for the liquidation or winding-up of the Issuer, for the appointment of an examiner to the Issuer, for the declaration of the Issuer's assets *en désastre* or for any other bankruptcy or insolvency proceedings with respect to the Issuer, and none of them shall have any claim in respect of any sum arising in respect of any assets secured for the benefit of any other obligations of the Issuer.

## 12. MEETINGS OF HOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

### (a) Meetings of Holders

The Trust Deed contains provisions for convening meetings of Holders to consider any matter affecting their interests, including the sanctioning by a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority of at least 75 per cent. of the votes cast (such resolution, an “**Extraordinary Resolution**”) of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Holders holding, in the case of Notes, not less than 10 per cent. in nominal amount of the Notes for the time being outstanding or, in the case of Warrants, not less than 10 per cent. in number of the aggregate number of Outstanding Warrants. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing, in the case of Notes, a clear majority in nominal amount of the Notes for the time being outstanding, or, in the case of Warrants, a clear majority in number of the Outstanding Warrants, or at any adjourned meeting two or more persons being or representing Holders whatever the nominal amount of the Notes or number of Warrants, as applicable, held or represented, unless the business of such meeting includes consideration of proposals, among other things, (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, or to amend the period or dates for exercise of the Warrants; (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) in the case of Notes, if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown in the relevant Offering Circular Supplement 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, the Optional Redemption Amount including the method of calculating the Amortised Face Amount, the Settlement Amount, the Cancellation Amount or the

Optional Cancellation Amount; (vi) to vary the currency or currencies of payment or, in the case of Notes, denomination of the Notes; (vii) to take any steps that as specified in the relevant Offering Circular Supplement may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply; (viii) to modify the provisions concerning the quorum required at any meeting of Holders or the majority required to pass the Extraordinary Resolution; (ix) to modify the provisions of the Trust Deed concerning this exception; or (x) to modify certain provisions of Condition 4 (*Transaction Security*), 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 or number of the Outstanding Warrants at that time, as applicable. Any Extraordinary Resolution duly passed shall be binding on Noteholders or Warrantheolders, as the case may be (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

A resolution in writing signed by or on behalf of the Holders of not less than 75 per cent. in principal amount of the Notes or number of the Outstanding Warrants, as applicable, of the relevant Series who for the time being are entitled to receive notice of a meeting in accordance with the provisions contained in the Trust Deed shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of such Holders duly convened and held in accordance with the provisions contained in the Trust Deed.

These Conditions may be amended, modified or varied in relation to the Securities by the terms of the relevant Supplemental Trust Deed or as provided in Condition 12(b) (*Modification of the Trust Deed, etc.*) below in relation to such Securities.

**(b) Modification of the Trust Deed, etc.**

The Trustee may agree, without the consent of the Noteholders or Couponholders, or Warrantheolders, as the case may be, to (i) any modification of any of the provisions of the Trust Deed, the Agency Agreement, Credit Support Document, Swap, Contract, Collateral Securities Agreement, Deposit Agreement, Custody Agreement or Other Agreement that is of a formal, minor or technical nature or is made to correct a manifest error or to cure any ambiguity, inconsistency or defective provision; and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of these Conditions or any of the provisions of the Trust Deed, Credit Support Document, Swap, Contract, Collateral Securities Agreement, Agency Agreement, Deposit Agreement, Custody Agreement or Other Agreement that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders or the Couponholders, or the Warrantheolders, as the case may be. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders, or the Warrantheolders, as the case may be, and, if the Trustee so requires, such modification shall be notified to the Holders as soon as practicable. The Issuer or an agent acting on behalf of the Issuer (as applicable) shall notify Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II) of any modification made by it in accordance with this Condition 12(b) and the Trust Deed.

**(c) Substitution**

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, without the consent of the Noteholders or the Couponholders, or the Warrantheolders, as the case may be, but subject to the prior written consent of the Other Creditors, to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and all of the Securities then outstanding provided that such substitution shall not at the time of substitution result in any rating assigned to the Notes being adversely affected, as confirmed in writing by Moody's (in the case of Notes issued by

Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II). In the case of such a substitution the Trustee may agree, without the consent of the Noteholders or the Couponholders, or the Warrantheolders, as the case may be, to a change of the law governing the Notes, the Receipts, the Coupons or the Talons, or the Warrants, as the case may be, and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders and Couponholders, or the Warrantheolders, as the case may be, and that (in the case of Claris, Claris III, Claris IV, Iris and Iris II) each relevant rating agency shall have confirmed in writing that such change shall not at the time of such change result in any rating assigned to the Notes being adversely affected, as confirmed in writing by Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II). Under the Trust Deed, the Trustee may agree or require the Issuer to use all reasonable endeavours to procure the substitution as principal debtor under the Trust Deed and all of the Notes then outstanding and in respect of all of the Outstanding Warrants, of a company incorporated in some other jurisdiction in the event of the Issuer becoming subject to any form of tax on its income or payments in respect of the Securities, subject to the approval of the Other Creditors and provided that such substitution shall not at the time of substitution result in any rating assigned to the Notes being adversely affected, as confirmed in writing by Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II).

In the event of the substitution pursuant to this Condition 12(c) (*Substitution*) of an Issuer as principal debtor under the Trust Deed and of any Notes then outstanding or in respect of any Outstanding Warrants, in each case which are listed on the Irish Stock Exchange, such substituted Issuer shall prepare and issue a supplemental offering circular for submission to the Irish Stock Exchange and will notify Holders of such substitution in accordance with Condition 15 (*Notices*).

(d) **Entitlement of the Trustee and Conflicts of Interest**

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of each Tranche of Holders as a class and shall not have regard to the consequences (in particular, any tax consequences) of such exercise for individual Noteholders or Couponholders, or Warrantheolders, as the case may be, of such Tranche and the Trustee shall not be entitled to require, nor shall any Noteholder, Couponholder or Warrantheolder, as applicable, be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders, or Warrantheolders, as the case may be, of any Tranche.

Except where expressly provided otherwise, where in the opinion of the Trustee there is a conflict between the interests of different Tranches of Noteholders, the Trustee shall give priority to the interests of the Holders of the most Senior Tranche of Notes, whose interests shall prevail, and shall act in accordance with the Holder Request. If the Holders of the most Senior Tranche of Notes do not have an interest in the outcome of the conflict, the Trustee shall give priority to the interests of the Holders of one or more Tranches of Notes ranking below such Senior Tranche of Notes. In the event that the Trustee shall receive conflicting or inconsistent requests from two or more groups of Holders of the most Senior Tranche of Notes (or other Tranche given priority as described in this paragraph), each representing less than the majority by principal amount of the most Senior Tranche of Notes (or other Tranche given priority as described in this paragraph), the Trustee shall give priority to the group which holds the greater amount of Notes outstanding of such Tranche. The Trustee shall not be obliged to consider the interests of the Holders of any other Tranche of Notes.

### 13. REPLACEMENT OF NOTES, WARRANTS, RECEIPTS, COUPONS AND TALONS

If a Note, Warrant, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Registered Securities) 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 Holders, 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, among other things, that if the allegedly lost, stolen or destroyed Note, Warrant, Receipt, Coupon or Talon is subsequently presented (unless (a) in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form or (b) in the case of a Global Registered Note issued either by Iris or Iris II, the relevant Offering Circular Supplement indicates that such Note is intended to be in NSSGRN form) for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Warrants, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Warrants, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

### 14. FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders or Couponholders, or Warrantholders, as the case may be, but subject to Condition 5 (*Restrictions*) and (in the case of Claris, Claris III, Claris IV, Iris and/or Iris II) upon prior notice in writing to each of Moody's (in the case of Notes issued by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II), create and issue further notes or warrants, as the case may be, either having the same terms and conditions as the Notes or Warrants, as applicable, in all respects (or in all respects except, in the case of Notes, for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the Notes or Warrants, as applicable, or upon such terms as the Issuer may determine at the time of their issue. Any such further notes or warrants shall only form a single issue with the Notes or Warrants, as applicable, (unless otherwise approved by an Extraordinary Resolution) if the Issuer provides additional assets as security for such further notes which are fungible with, and have the same proportionate composition as, those forming part of the Mortgaged Property for the Notes or Warrants, as applicable and in the same proportion that, in the case of Notes, the nominal amount of such new notes bears to the Notes or, in the case of Warrants, the number of such new warrants bears to the Warrants, and the Issuer enters into, or has the benefit of, additional or supplemental Credit Support Documents, Swaps, Collateral Securities Agreements, Contracts, Deposit Agreements and Other Agreements extending the terms of any existing Credit Support Documents, Swaps, Collateral Securities Agreements, Contracts, Deposit Agreements and Other Agreements to the new notes or warrants on terms no less favourable than such existing documents and agreements. Any new notes or warrants forming a single series with the Notes or Warrants, as applicable, shall be constituted and secured by a deed supplemental to the Trust Deed, such further security shall be added to the Mortgaged Property so that the new notes and the existing Notes or the new warrants and the existing Warrants, as the case may be, shall be secured by the same Mortgaged Property and references in these Conditions to **“Notes”**, **“Warrants”**, **“Collateral”**, **“Mortgaged Property”**, **“Credit Support Documents”**, **“Swaps”**, **“Collateral Securities Agreements”**, **“Contracts”**, **“Deposit Agreements”**, **“Other Agreements”**, **“Obligations”**, **“Other Obligations”**, **“Creditors”** and **“Other Creditors”** shall be construed accordingly. Upon the further issue of an unrated Series of Securities, each of Moody's (in the case of Notes issued

by Claris, Claris IV, Iris and/or Iris II) and/or S&P (in the case of Notes issued by Claris, Claris III, Claris IV, Iris and/or Iris II) will confirm in writing to the Issuer that each outstanding Series of Notes rated by each or either of them or by it (as relevant) will not be adversely affected by the further issue of such unrated Series of Securities. The Trust Deed contains provisions for convening a single meeting of the Holders of the Securities and the Holders of notes or warrants of other specified series in certain circumstances where the Trustee so decides.

Whenever it is proposed to create and issue any further notes or warrants, the Issuer shall use its reasonable efforts to give to the Trustee not less than 14 days' notice (or such shorter period of notice as agreed between the Issuer and the Trustee, acting in a reasonable manner) in writing of its intention so to do stating the amount of further notes or warrants, as the case may be, proposed to be created and issued.

## **15. NOTICES**

Notices to the Holders of Registered Securities 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. Notices to the Holders of Clearing System Warrants shall be valid if delivered to Euroclear and/or Clearstream, Luxembourg for communication by them to the Warrantholders. Notices to the Holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the Financial Times) and, in the case of each of the Registered Securities, Clearing System Warrants and Bearer Notes, so long as such Securities are listed on the Irish Stock Exchange, if filed with the Company Announcements Office of the Irish Stock Exchange. Any such notice shall be deemed to have been given (i) in the case of notices delivered to Euroclear and/or Clearstream, Luxembourg, on the Business Day on which such delivery takes place or (ii) on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Holders of Bearer Notes in accordance with this Condition.

Notices to be given by any Holder shall be in writing and given by lodging the same, together (in the case of any Definitive Securities) with the relevant Definitive Security(ies), with the Issuing and Paying Agent (in the case of Bearer Notes), the Warrant Agent (in the case of Clearing System Warrants) or the Registrar (in the case of Registered Securities). Whilst any of the Securities are represented by a Global Security, notice may be given by any Holder to the Issuing and Paying Agent, the Warrant Agent or the Registrar (as applicable) via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Issuing and Paying Agent, Warrant Agent or the Registrar (as applicable), and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

## **16. INDEMNIFICATION AND OBLIGATIONS OF THE TRUSTEE**

The Trust Deed contains provisions for the indemnification of the Trustee, for its relief from responsibility including for the exercise of any voting rights in respect of the Collateral Securities and for the validity, sufficiency and enforceability (which the Trustee has not investigated) of the Transaction Security created over the Mortgaged Property. The Trustee is not obliged or required to take any action under the Trust Deed which may involve it in incurring any personal liability or expense unless indemnified, secured and/or prefunded to its satisfaction. The Trustee and any affiliate are entitled to enter into business transactions with the Issuer, any Obligor, any Credit Support Provider, Swap Counterparty, Swap Guarantor Beneficiary, Counterparty, Deposit Bank or Other Party, or any of their subsidiary, holding or

associated companies without accounting to the Noteholders or the Couponholders, or the Warrantheolders, as the case may be, for profit resulting therefrom.

The Trustee is exempted from liability with respect to any loss or theft or reduction in value of the Collateral Securities, from any obligation to insure or to procure the insuring of the Collateral Securities and from any claim arising from the fact that the Collateral Securities will be held in safe custody by the Custodian or any custodian selected by the Trustee (in each case, if applicable). The Trustee is not responsible for monitoring or supervising the performance by any other person of its obligations to the Issuer and may assume these are being performed unless it shall have actual knowledge to the contrary.

The Trust Deed provides that in acting as Trustee under this Trust Deed the Trustee shall not assume any duty or responsibility to the Other Creditors, the Custodian, the Issuing and Paying Agent or the Warrant Agent (other than to pay to any of such parties any moneys received and repayable to it and to act in accordance with the provisions of Condition 4 (*Transaction Security*)) and shall have regard solely to the interests of the Holders.

The Trust Deed contains provisions for the Trustee to retire provided that the Trustee has given at least 60 days' written notice to each of the Issuers. The Trust Deed also contains provisions whereby the Holders may by Extraordinary Resolution remove the Trustee. Any such retirement or removal shall not be effective until a successor Trustee has been appointed. Noteholders and Warrantheolders shall be notified in accordance with Condition 15 (*Notices*) of any such retirement, removal and/or replacement of the Trustee.

## **17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of the Securities under the Contracts (Rights of Third Parties) Act 1999.

## **18. GOVERNING LAW AND JURISDICTION**

### **(a) Governing Law**

The Trust Deed, the Notes, the Warrants, the Receipts, the Coupons and the Talons, and any rights and obligations arising therefrom, and any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Warrants, the Receipts, the Coupons and the Talons and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to the Trust Deed, the Notes, the Warrants, the Receipts, the Coupons and the Talons, shall be governed by and construed in accordance with, English law.

### **(b) Jurisdiction**

The courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with any Notes, Warrants, Receipts, Coupons or Talons or their respective subject matters and accordingly any legal action or proceedings arising out of or in connection with any Notes, Warrants, Receipts, Coupons or Talons (including any non-contractual obligations that may arise out of or in connection with any Notes, Warrants, Receipts, Coupons or Talons) ("**Proceedings**") shall be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

### **(c) Service of Process**

The Issuer has irrevocably appointed an agent in England to receive, for it and on its behalf, service of process in any Proceedings in England.

## **19. TERMS APPLICABLE TO WARRANTS ONLY**

Conditions 20 to 26 apply to Warrants only.

## 20. TYPE OF WARRANTS

The applicable Offering Circular Supplement will specify whether the Warrants are American Style Warrants, European Style Warrants or Bermudan Style Warrants and whether the Warrants will be represented by a Clearing System Global Warrant, Global Registered Warrant or Definitive Registered Warrants.

Subject to any cancellation of the Warrants by the Issuer in accordance with Condition 24 (*Cancellation*), (i) American Style Warrants are exercisable on any Business Day during the Exercise Period, (ii) European Style Warrants are exercisable on the Expiration Date only and (iii) Bermudan Style Warrants are exercisable on each of the dates specified in the applicable Offering Circular Supplement (such dates, “**Specified Exercise Dates**”), in each case in the manner set out in Condition 22 (*Exercise Procedure*).

The applicable Offering Circular Supplement will specify whether:

- (i) automatic exercise (“**Automatic Exercise**”) applies to the Warrants;
- (ii) the Warrants are subject to maximum (in the case of American Style Warrants or Bermudan Style Warrants only) and minimum exercise amounts in accordance with Condition 23 (*Maximum and Minimum number of Warrants exercisable*); and
- (iii) the Warrants may only be exercised in units (“**Units**”).

If Units are specified in the applicable Offering Circular Supplement, the Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be null and void.

## 21. EXERCISE RIGHTS

### (a) American Style Warrants

American Style Warrants are exercisable on any Business Day during the Exercise Period.

#### *Clearing System Warrants and Global Registered Warrants*

The following provisions apply to Clearing System Warrants and Global Registered Warrants held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

If Automatic Exercise is not specified as applying to the Warrants in the applicable Offering Circular Supplement, any American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 22 (*Exercise Procedure*), at or prior to 10.00 a.m. (Local Time) in respect of the relevant Clearing System on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying to the Warrants in the applicable Offering Circular Supplement, any such American Style Warrant shall, unless such Warrant has been exercised previously by the valid delivery of an Exercise Notice in accordance with the paragraph below, be automatically exercised on the Expiration Date and the provisions of Condition 22(g) (*Automatic Exercise*) shall apply.

The Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m. (Local Time) to the relevant Clearing System, and the copy thereof is received by the Warrant Agent or, if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement and no Exercise Notice is validly delivered prior to the Expiration Date, the Expiration Date, is referred to herein as the “**Actual Exercise Date**”. If any Exercise Notice is received by the relevant Clearing System or if the copy thereof is received by the Warrant Agent, in each case, after 10.00 a.m. (Local Time) on any Business

Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*) at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Offering Circular Supplement, become void or (B) if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement, be automatically exercised on the Expiration Date as provided above.

#### *Definitive Registered Warrants*

The following provisions apply to Definitive Registered Warrants.

If Automatic Exercise is not specified as applying to the Warrants in the applicable Offering Circular Supplement, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*), at or prior to 10.00 a.m. (London time) on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying to the Warrants in the applicable Offering Circular Supplement, any such American Style Warrant shall, unless such Warrant has been exercised previously by the valid delivery of an Exercise Notice in accordance with the paragraph below, be automatically exercised on the Expiration Date and the provisions of Condition 22(g) (*Automatic Exercise*) shall apply.

The Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m. (London time) to the Registrar and a copy thereof so received by the Warrant Agent or, if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement and no Exercise Notice is validly delivered prior to the Expiration Date, the Expiration Date, is referred to herein as the “**Actual Exercise Date**”. If any such Exercise Notice is delivered to the Registrar or if the copy thereof is received by the Warrant Agent, in each case, after 10.00 a.m. (London time) on any Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*) at or prior to 10.00 a.m. (London time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Offering Circular Supplement, become void or (B) if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement, be automatically exercised on the Expiration Date as provided above.

#### (b) **European Style Warrants**

European Style Warrants are only exercisable on the Expiration Date.

#### *Clearing System Warrants and Global Registered Warrants*

The following provisions apply to Clearing System Warrants and Global Registered Warrants held by a Common Depository on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

If Automatic Exercise is not specified as applying to the Warrants in the applicable Offering Circular Supplement, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*), at or prior to 10.00 a.m. (Local Time) on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying in the applicable Offering Circular Supplement, any such Warrant shall be automatically exercised on the Expiration Date and the provisions of Condition 22(g) (*Automatic Exercise*) shall apply.

### *Definitive Registered Warrants*

The following provisions apply to Definitive Registered Warrants.

If Automatic Exercise is not specified as applying to the Warrants in the applicable Offering Circular Supplement, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*), at or prior to 10.00 a.m. (London time) on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying to the Warrants in the applicable Offering Circular Supplement, any such European Style Warrant shall be automatically exercised on the Expiration Date and the provisions of Condition 22(g) (*Automatic Exercise*) shall apply.

(c) **Bermudan Style Warrants**

Bermudan Style Warrants are exercisable on any Specified Exercise Date, provided that if any Specified Exercise Date would fall on a day that is not a Business Day then such Specified Exercise Date shall be deemed to be the next succeeding day that is a Business Day.

### *Clearing System Warrants and Global Registered Warrants*

The following provisions apply to Clearing System Warrants and Global Registered Warrants held by a Common Depositary on behalf of Clearstream, Luxembourg and Euroclear and/or any other relevant Clearing System.

If Automatic Exercise is not specified as applying to the Warrants in the applicable Offering Circular Supplement, any Bermudan Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 22 (*Exercise Procedure*), at or prior to 10.00 a.m. (Local Time) in respect of the relevant Clearing System on the Expiration Date shall become void.

If Automatic Exercise is specified as applying to the Warrants in the applicable Offering Circular Supplement, any such Bermudan Style Warrant shall, unless such Warrant has been exercised previously by the valid delivery of an Exercise Notice in accordance with the paragraph below, be automatically exercised on the Expiration Date and the provisions of Condition 22(g) (*Automatic Exercise*) shall apply.

The Specified Exercise Date on which an Exercise Notice is delivered prior to 10.00 a.m. (Local Time) to the relevant Clearing System, and the copy thereof is received by the Warrant Agent or, if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement and no Exercise Notice is validly delivered prior to the Expiration Date, the Expiration Date, is referred to herein as the “**Actual Exercise Date**”. If any Exercise Notice is received by the relevant Clearing System or if the copy thereof is received by the Warrant Agent, in each case, after 10.00 a.m. (Local Time) on any Specified Exercise Date, such Exercise Notice will be deemed to be void and of no effect in respect of such Specified Exercise Date and any future Specified Exercise Dates, unless specified otherwise in the applicable Offering Circular Supplement, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*) at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Offering Circular Supplement, become void or (B) if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement, be automatically exercised on the Expiration Date as provided above.

### *Definitive Registered Warrants*

The following provisions apply to Definitive Registered Warrants.

If Automatic Exercise is not specified as applying to the Warrants in the applicable Offering Circular Supplement, any Bermudan Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*), at or prior to 10.00 a.m. (London time) on the Expiration Date, shall become void.

If Automatic Exercise is specified as applying to the Warrants in the applicable Offering Circular Supplement, any such Bermudan Style Warrant shall, unless such Warrant has been exercised previously by the valid delivery of an Exercise Notice in accordance with the paragraph below, be automatically exercised on the Expiration Date and the provisions of Condition 22(g) (*Automatic Exercise*) shall apply.

The Specified Exercise Date on which an Exercise Notice is delivered prior to 10.00 a.m. (London time) to the Registrar and a copy thereof so received by the Warrant Agent or, if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement and no Exercise Notice is validly delivered prior to the Expiration Date, the Expiration Date, is referred to herein as the “**Actual Exercise Date**”. If any such Exercise Notice is delivered to the Registrar or if the copy thereof is received by the Warrant Agent, in each case, after 10.00 a.m. (London time) on any Specified Exercise Date, such Exercise Notice will be deemed to be void and of no effect in respect of such Specified Exercise Date and any future Specified Exercise Date unless specified otherwise in the applicable Offering Circular Supplement, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 22 (*Exercise Procedure*) at or prior to 10.00 a.m. (London time) on the Expiration Date shall (A) if Automatic Exercise is not specified as applying in the applicable Offering Circular Supplement, become void or (B) if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement, be automatically exercised on the Expiration Date as provided above.

(d) **Cash settlement**

Each Warrant or, if Units are specified in the applicable Offering Circular Supplement, each Unit, entitles its Holder, upon due exercise and subject to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date an amount (the “**Settlement Amount**”) calculated by the Calculation Agent (which may be equal to, but shall not be less than, zero) equal (unless otherwise specified in the applicable Offering Circular Supplement) to:

- (i) where Averaging is not specified in the applicable Offering Circular Supplement:
  - (A) if such Warrants are Call Warrants,  
(Settlement Price less Exercise Price);
  - (B) if such Warrants are Put Warrants,  
(Exercise Price less Settlement Price); and
  - (C) if such Warrants are not Call Warrants or Put Warrants, settlement will be as specified in the applicable Offering Circular Supplement; or
- (ii) where Averaging is specified in the applicable Offering Circular Supplement:
  - (A) if such Warrants are Call Warrants,  
(the arithmetic mean of the Settlement Prices for all the Averaging Dates less Exercise Price);

(B) if such Warrants are Put Warrants,

(Exercise Price less the arithmetic mean of the Settlement Prices for all the Averaging Dates); and

(C) if such Warrants are neither Call Warrants nor Put Warrants, settlement will be as specified in the applicable Offering Circular Supplement.

Any Settlement Amount, if not an amount in the Specified Currency, will be converted into the Specified Currency by the Calculation Agent at the exchange rate specified in the applicable Offering Circular Supplement for the purposes of any payment made to Warrantholders. Such amount will be rounded to the nearest two decimal places in the relevant Specified Currency, 0.005 being rounded upwards, with Warrants or Units, as the case may be, exercised at the same time by the same Warrantholder being aggregated for the purpose of determining the aggregate amounts payable in respect of such Warrants.

(e) **General**

In relation to any Warrants where Automatic Exercise is specified as applying in the applicable Offering Circular Supplement, the expressions “exercise”, “due exercise” and related expressions shall be construed to apply to any such Warrants which are automatically exercised in accordance with the above provisions.

None of the Issuer, the Trustee, the Swap Counterparty, the Warrant Agent and any Other Creditor shall have any responsibility for any errors or omissions in the calculation of any Settlement Amount.

The purchase of Warrants does not confer on any Warrantholder of such Warrants any rights (whether in respect of voting, distributions or otherwise) attaching to any Collateral Securities.

Additional definitions relating to Warrants:

**"Exercise Price"** means a price or amount specified in, or determined in accordance with a formula set out in, the applicable Offering Circular Supplement.

**"Local Time"** means the local time in the city of the relevant Clearing System.

**"Settlement Date"** means, in relation to each Actual Exercise Date, the fifth Business Day following the applicable Warrant Valuation Date, unless (i) adjusted in accordance with Condition 22(g) (*Automatic Exercise*), in which case the Settlement Date shall be the date determined in accordance with that Condition or (ii) specified otherwise in the applicable Offering Circular Supplement, in which case the Settlement Date shall be the date determined in accordance with the applicable Offering Circular Supplement.

**"Settlement Price"** means, in relation to each Actual Exercise Date, a price or amount specified in, or determined in accordance with a formula set out in, the applicable Offering Circular Supplement and calculated in respect of (i) where Averaging Dates are not specified in the applicable Offering Circular Supplement, the relevant Warrant Valuation Date or (ii) where Averaging Dates are specified in the applicable Offering Circular Supplement, each Averaging Date as set out in the applicable Offering Circular Supplement.

**"Warrant Valuation Date"** means, in relation to each Actual Exercise Date, (i) in the case of Equity Linked Warrants, Fund Linked Warrants, Commodity Linked Warrants, Inflation Linked Warrants, Foreign Exchange Rate Linked Warrants and Reference Rate Linked Warrants where Averaging Dates are not specified in the applicable Offering Circular Supplement, the Valuation Date on or next succeeding such Actual Exercise Date provided that if the Warrants relate to a Basket of Underlyings and the provisions of the applicable

Technical Annex have resulted in such Valuation Date in respect of one or more Underlyings comprising such Basket being postponed (each a "**Postponed Valuation Date**"), then the Warrant Valuation Date shall be the last occurring Postponed Valuation Date, (ii) in the case of Equity Linked Warrants, Fund Linked Warrants, Commodity Linked Warrants, Inflation Linked Warrants, Foreign Exchange Rate Linked Warrants and Reference Rate Linked Warrants where Averaging Dates are specified in the applicable Offering Circular Supplement, the Averaging Date on or next succeeding such Actual Exercise Date provided that if the Warrants relate to a Basket of Underlyings and the provisions of the applicable Technical Annex have resulted in such Averaging Date in respect of one or more Underlyings comprising such Basket being postponed (each a "**Postponed Averaging Date**"), then the Warrant Valuation Date shall be the last occurring Postponed Averaging Date or (iii) in all other circumstances, the Business Day immediately succeeding such Actual Exercise Date.

## 22. EXERCISE PROCEDURE

### (a) Exercise Notice in respect of Clearing System Warrants and Global Registered Warrants

Subject as provided in Condition 22(g) (*Automatic Exercise*), Warrants represented by a Clearing System Global Warrant or a Global Registered Warrant may only be exercised by the delivery, or the sending by fax, of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Agency Agreement (copies of which form may be obtained from the relevant Clearing System and the Warrant Agent during normal office hours) to the relevant Clearing System, with a copy to the Warrant Agent in accordance with the provisions set out in Condition 21 (*Exercise Rights*) and this Condition.

The Exercise Notice shall:

- (A) specify the Series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Offering Circular Supplement, the number of Units being exercised;
- (B) specify the number of the Warrantholder's securities account at the relevant Clearing System to be debited with the Warrants;
- (C) irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Warrantholder's securities account with the Warrants being exercised;
- (D) specify the number of the Warrantholder's account at the relevant Clearing System to be credited with the Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (E) include an undertaking to pay all Exercise Expenses (as defined below), and an authority to the relevant Clearing System to deduct an amount in respect thereof from any Settlement Amount due to such Warrantholder and/or to debit a specified account of the Warrantholder at the relevant Clearing System;
- (F) certify that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Offering Circular Supplement; and

- (G) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(b) **Exercise Notice in respect of Definitive Registered Warrants**

The following provisions apply to Definitive Registered Warrants:

Subject as provided in Condition 22(g) (*Automatic Exercise*), Definitive Registered Warrants may only be exercised by the delivery in writing of an Exercise Notice in the form set out in the Agency Agreement (copies of which form may be obtained from the Registrar) to the Registrar with a copy to the Warrant Agent in accordance with the provisions set out in Condition 21 (*Exercise Rights*) and this Condition.

The Exercise Notice shall:

- (A) specify the Series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Offering Circular Supplement, the number of Units being exercised;
- (B) irrevocably instruct the Registrar to remove from the Register on or before the Settlement Date the Warrants being exercised;
- (C) specify the details of the account to be credited with the Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
- (D) include an undertaking to pay all taxes, duties and/or expenses, including any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of such Warrants (“**Exercise Expenses**”) and an authority to the Registrar to deduct an amount in respect thereof from any Settlement Amount due to the relevant Warrantholder;
- (E) certify that the beneficial owner of each such Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof; and, where appropriate, undertake to provide such various forms of certification in respect of restrictions under the securities, commodities, tax and other laws of the United States of America as indicated and set out in the applicable Offering Circular Supplement; and
- (F) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(c) **Verification of the Warrantholder**

In the case of Clearing System Warrants or Global Registered Warrants, upon receipt of an Exercise Notice, the relevant Clearing System shall verify that the person exercising the Warrants is the Warrantholder thereof according to the books of such Clearing System. Subject thereto, the relevant Clearing System will confirm to the Warrant Agent the Series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Settlement Amount of each Warrant or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Warrant Agent will inform the Issuer thereof. The relevant Clearing System will on or before the Settlement Date debit the

securities account of the relevant Warrantholder with the Warrants being exercised. If the Warrants are American Style Warrants or Bermudan Style Warrants, upon exercise of less than all the Warrants constituted by the Clearing System Global Warrant or Global Registered Warrant, as the case may be, the Common Depositary will, on the instructions of, and on behalf of the Warrant Agent, note such exercise on the schedule to such Clearing System Global Warrant or Global Registered Warrant and the number of Warrants so constituted shall be reduced by the cancellation to the extent of the Warrants so exercised.

In the case of Definitive Registered Warrants, upon receipt of an Exercise Notice, the Registrar shall verify that the person exercising the Warrants is the Holder according to the Register. Subject thereto, the Registrar shall confirm to the Issuer and the Warrant Agent the series number and the number of Warrants being exercised and the account details, if applicable, for the payment of the Settlement Amount of each Warrant being exercised. The Registrar will on or before the Settlement Date remove from the Register the Warrants being exercised. If the Warrants are American Style Warrants or Bermudan Style Warrants, upon exercise of less than all the Warrants constituted by such Definitive Registered Warrant, the Registrar will note such exercise on the schedule to the Definitive Registered Warrant and the number of Warrants so constituted shall be reduced by the cancellation to the extent of the Warrants so exercised.

(d) **Settlement**

The Issuer shall, on the Settlement Date, pay or cause to be paid the Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, to the Warrantholder's account specified in the relevant Exercise Notice for value on the Settlement Date less any Exercise Expenses.

(e) **Determinations**

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by (i) in the case of Clearing System Warrants or Global Registered Warrants, the relevant Clearing System or (ii) in the case of Definitive Registered Warrants, the Registrar, in each case in consultation with the Warrant Agent and shall be conclusive and binding on the Issuer, the Agents and the relevant Warrantholder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Warrant Agent or the Issuer, as the case may be, immediately after being delivered or sent to the relevant Clearing System, Warrant Agent or Registrar, as applicable, shall be null and void. In the absence of negligence or wilful misconduct on its part, the Issuer shall not be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Warrantholder.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System, Warrant Agent or Registrar, as applicable, in consultation with the Warrant Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System, Warrant Agent or Registrar, as the case may be.

If Automatic Exercise is not specified as applying in the applicable Offering Circular Supplement, any Warrant with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above before the Expiration Date specified in (i) Condition 21(a) (*American Style Warrants*), in the case of American Style Warrants, (ii) Condition 21(b) (*European Style Warrants*), in the case of European Style Warrants or (iii) Condition 21(c) (*Bermudan Style Warrants*), in the case of Bermudan Style Warrants, shall become void.

The relevant Clearing System or Registrar, as the case may be, shall use its best efforts promptly to notify the Warrantholder submitting an Exercise Notice if, in consultation with

the Warrant Agent, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Agents, the Registrar or the relevant Clearing System shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Warrantholder.

(f) **Delivery of an Exercise Notice**

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Warrantholder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Warrantholder may not transfer such Warrants.

(g) **Automatic Exercise**

This Condition only applies if Automatic Exercise is specified as applying in the applicable Offering Circular Supplement and the Warrants are automatically exercised as provided in Condition 21(a) (*American Style Warrants*), Condition 21(b) (*European Style Warrants*) or Condition 21(c) (*Bermudan Style Warrants*).

Unless otherwise provided in the applicable Offering Circular Supplement, no Exercise Notice is required to be submitted or any other action required to be taken in the case of Clearing System Warrants or Global Registered Warrants by any relevant Warrantholder in order to receive the Settlement Amount (if any) in respect of such Warrant or Unit, as the case may be. The Issuer shall transfer or cause to be transferred to each Clearing System through which such Warrants are held an amount equal to the aggregate of the Settlement Amounts in respect of the Warrants held in each such Clearing System and each such Clearing System shall, subject to having received such aggregate Settlement Amount, on the Settlement Date credit the account of each Warrantholder of such Warrant(s) in its books with an amount equal to the aggregate Settlement Amount relating to the Warrant(s) held by such Warrantholder and on or before the Settlement Date debit such account with the number of Warrants exercised and in respect of which such Settlement Amount is being paid. The Issuer shall have no responsibility for the crediting by the relevant Clearing System of any such amounts to any such accounts.

Unless otherwise provided in the applicable Offering Circular Supplement, in order to receive the Settlement Amount in respect of a Warrant or Unit, as the case may be, the relevant Warrantholder must, in the case of Definitive Registered Warrants, deliver in writing a duly completed Exercise Notice together with the relevant Definitive Registered Warrant to the Registrar with a copy to the Warrant Agent, on any Business Day until not later than 10.00 a.m., London time, on the day (the “**Cut-off Date**”) falling 180 days after (x) the Actual Exercise Date, in the case of American Style Warrants or Bermudan Style Warrants, or (y) the Expiration Date, in the case of European Style Warrants. The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Conditions 22(a)(A)-(G) or Conditions 22(b)(A)-(F), as applicable. The Business Day during the period from the Expiration Date or the Actual Exercise Date, as the case may be, until the Cut-off Date on which an Exercise Notice is delivered to the relevant Clearing System or the Registrar, and a copy thereof delivered to the Warrant Agent, is referred to in this Condition 22(g) as the “**Exercise Notice Delivery Date**”, provided that, in the case of Definitive Registered Warrants, if the Exercise Notice is received by the Registrar or the copy thereof received by the Warrant Agent after 10.00 a.m., London time, on any Business Day, such Exercise Notice shall be deemed to have been delivered on the next Business Day, which Business Day shall be deemed to be the Exercise Notice Delivery Date.

Subject to the relevant Warrantholder performing its obligations in respect of the relevant Warrant or Unit, as the case may be, in accordance with these Conditions, the Settlement Date for such Warrants or Units, as the case may be, shall be the fifth Business Day following the Exercise Notice Delivery Date. In the case of Definitive Registered Warrants, in the event that

a Warrantholder does not, where applicable, so deliver an Exercise Notice in accordance with this Condition 22(g) prior to 10.00 a.m., London time, on the Cut-off Date, the Issuer's obligations in respect of such Warrants shall be discharged and no further liability or obligation in respect thereof shall attach to the Issuer. For the avoidance of doubt, a Warrantholder shall not be entitled to any payment, whether of interest or otherwise, in respect of the period from the Actual Exercise Date to the Settlement Date.

(h) **Exercise Risk**

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant date on which such exercise takes place and neither the Issuer nor the Warrant Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated as a result of any such laws, regulations or practices. None of the Issuer, the Trustee or the Agents shall under any circumstances be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.

**23. MAXIMUM AND MINIMUM NUMBER OF WARRANTS EXERCISABLE**

(a) **American Style Warrants and Bermudan Style Warrants**

This Condition 23(a) applies only to American Style Warrants and Bermudan Style Warrants.

- (i) The number of Warrants exercisable by any Warrantholder on any Actual Exercise Date or, in the case of Automatic Exercise, the number of Warrants held by any Warrantholder on any Actual Exercise Date, in each case as determined by the Warrant Agent, must not be less than the Minimum Exercise Number specified in the applicable Offering Circular Supplement and, if specified in the applicable Offering Circular Supplement, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Offering Circular Supplement. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.
- (ii) If the Warrant Agent determines that the number of Warrants being exercised on any Actual Exercise Date by any Warrantholder or a group of Warrantholders (whether or not acting in concert) exceeds the Maximum Exercise Number (a number equal to the Maximum Exercise Number being the “**Quota**”), the Warrant Agent may deem the Actual Exercise Date for the first Quota of such Warrants, selected at the sole discretion of the Warrant Agent, to be such day and the Actual Exercise Date for each additional Quota of such Warrants (and any remaining number thereof) to be each of the succeeding (i) Business Days, in the case of American Style Warrants or (ii) Specified Exercise Dates, in the case of Bermudan Style Warrants, until all such Warrants have been attributed with an Actual Exercise Date, provided, however, that the deemed Actual Exercise Date for any such Warrants which would thereby fall after the Expiration Date shall fall on the Expiration Date. In any case where more than the Quota of Warrants is exercised on the same day by Holder(s) of Warrants, the order of settlement in respect of such Warrants shall be at the sole discretion of the Warrant Agent.

(b) **European Style Warrants**

This Condition 23(b) applies only to European Style Warrants.

The number of Warrants exercisable by any Warrantholder on the Exercise Date, as determined by the Warrant Agent, must be equal to the Minimum Exercise Number specified in the applicable Offering Circular Supplement and, if specified in the applicable Offering Circular Supplement, if a number greater than the Minimum Exercise Number, must be an

integral multiple of the number specified in the applicable Offering Circular Supplement. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

## 24. CANCELLATION

### (a) Cancellation

The amount (the “**Cancellation Amount**”) payable in respect of any Warrant, upon cancellation of such Warrant pursuant to Condition 24(b) (*Mandatory Cancellation*), 24(c)(ii) (*Withholding and Cancellation of Warrants for Taxation Reasons*) or 24(d) (*Technical Annex Cancellation*), or upon it becoming due to be cancelled as provided in Condition 10 (*Events of Default*), shall be the amount specified as such in the relevant Offering Circular Supplement.

### (b) Mandatory Cancellation

The applicable Offering Circular Supplement may specify that one or more of the following events applies:

- (i) any of the Collateral Securities becomes payable or repayable or becomes capable of being declared due and payable or repayable prior to its stated date of maturity for whatever reason (a “**Collateral Securities Repayment Event**”);
- (ii) unless the Trustee otherwise agrees, there is a payment default in respect of any of the Collateral Securities (a “**Collateral Securities Default Event**”);
- (iii) a Credit Support Document, a Swap, a Collateral Securities Agreement, a Contract, a Deposit Agreement or an Other Agreement is terminated in whole for any reason other than as a consequence of, or pre-condition to, the substitution of any third party for a party to any of the foregoing contracts in accordance with their terms and conditions and unless alternative secured assets are substituted for such Credit Support Document, Swap, Collateral Securities Agreement, Contract, Deposit Agreement or Other Agreement pursuant to, and in accordance with, Condition 4(g) (*Substitution of Mortgaged Property*) prior to the date for such termination (an “**Agreement Termination Event**”); and/or
- (iv) one or more of the following events (a “**Regulatory Event**”) occurs:
  - (1) the adoption of, or any change in, any applicable law or regulation after the Issue Date, or promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation after the Issue Date, and with applicable law or regulation for this purpose meaning any similar, related or analogous law, regulation or rule to those in Dodd-Frank, FATCA, AIFMD or EMIR or any law or regulation that imposes a financial transaction tax or other similar tax which has, or may have, a material adverse effect on the Issuer or the Regulatory Event Counterparty as a result of, or in connection with, the issuance of the Warrants or in connection with the Mortgaged Property;
  - (2) any regulation or rule under Dodd-Frank, FATCA, AIFMD or EMIR or under any law or regulation that imposes a financial transaction tax or other similar tax which, in each case, was either not in force as at the Issue Date or was in force at the Issue Date but the manner of its application was not known at the Issue Date is implemented, promulgated or otherwise made known, and such implementation, promulgation or application has, or may have, a material adverse effect on the Issuer or the Regulatory Event Counterparty as a result of, or in connection with, the issuance of the Warrants or in connection with the Mortgaged Property;

- (3) the Issuer or the Regulatory Event Counterparty is required to be regulated by any additional or alternative regulatory authority which has, or may have, a material adverse effect on the Issuer or the Regulatory Event Counterparty as a result of, or in connection with, the issuance of the Warrants or in connection with the Mortgaged Property;
- (4) the Issuer is required to clear any derivatives transaction entered into connection with the Warrants with a central clearing counterparty; and/or
- (5) the Issuer or the Regulatory Event Counterparty is, as a result of, or in connection with, the issuance of the Warrants or in connection with the Mortgaged Property:
  - (A) subject to materially increased capital charges, however defined, above those capital charges (if any) that prevailed as at the Issue Date; or
  - (B) required to provide collateral or any form of initial or variation margin to the other in addition to that (if any) contemplated on the Issue Date,

in each case, as determined by the Regulatory Event Counterparty, provided that the Regulatory Event shall only be deemed to have occurred if the Issuer has first obtained consent to the resulting cancellation of the Warrants from the Regulatory Event Counterparty, where:

**"AIFMD"** means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and any implementing legislation in an EU Member State and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

**"Dodd-Frank"** means the Dodd-Frank Wall Street Reform and Consumer Protection Act or the adoption of any law, regulation or rule related thereto;

**"EMIR"** means the Regulation (EU) No 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC Derivatives, Central Counterparties and Trade Repositories and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto;

**"FATCA"** means the Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act and any technical guidelines and regulatory technical standards, further regulations, official guidance or official rules of procedures with respect thereto; and

**"Regulatory Event Counterparty"** means the party or parties so specified in the Offering Circular Supplement.

If any event does so apply then the Issuer or an agent acting on behalf of the Issuer (as applicable) shall give notice of the occurrence of such event as soon as reasonably practicable upon such occurrence (unless otherwise specified in the relevant Supplemental Trust Deed) to the Trustee and the Warranholders and upon the giving of such notice shall cancel each Warrant at its Cancellation Amount in whole.

In respect of a Collateral Securities Repayment Event or a Collateral Securities Default Event, all Collateral Securities in respect of which such event has occurred, together with any or all remaining Collateral Securities, as specified in the relevant Supplemental Trust Deed (which may or may not form obligations of the same person as those which have become repayable

or in respect of which there has been such a payment default), shall be deemed to have become immediately repayable (the “**Repayable Assets**”).

In the event of Warrants becoming mandatorily due for cancellation, the Issuer shall cancel the Warrants by making payment of the Cancellation Amount, which may be less than the mark-to-market value of the Warrants subject to such cancellation immediately prior to the occurrence of the circumstances giving rise to such cancellation.

**(c) Withholding and Cancellation of Warrants for Taxation Reasons**

- (i) All payments by the Issuer in respect of the Warrants shall be made free and clear of, and without deduction for, any taxes, duties, assessments or governmental charges whatsoever, except to the extent required by law. Where such deduction is required by law, no Issuer shall be obliged to make any additional payment in respect of the same.
- (ii) If the Issuer, on the occasion of the next payment due in respect of the Warrants, would be required by Jersey law, Irish law, or English law, as applicable, or pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code or otherwise pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto, to withhold or account for tax or would suffer tax in respect of its income so that it would be unable to make payment of the full amount due, then the Issuer shall so inform the Trustee, and shall use all reasonable endeavours to arrange the substitution of a company incorporated in another jurisdiction approved beforehand in writing by the Trustee and the Other Creditors as the principal obligor or to change (to the satisfaction of the Trustee and the Other Creditors) its residence for taxation purposes to another jurisdiction approved beforehand in writing by the Trustee and the Other Creditors and if it is unable to arrange such substitution before the next payment is due in respect of the Warrants, then the Issuer shall give notice as soon as is reasonably practicable (unless otherwise specified in the relevant Offering Circular Supplement) to the Trustee, the Warrantholders, the Swap Counterparty, the Counterparty, the Beneficiary, the Deposit Bank and the Other Party and upon the giving of such notice all but not some only of the Warrants shall become due for cancellation on the date specified in such notice at their Cancellation Amount (as described in Condition 24(a) (*Cancellation*) above).
- (iii) Notwithstanding the foregoing, if the requirement to withhold or account for tax set out in Condition 24(c)(i) arises as a result of:
  - (A) a withholding or deduction imposed on a payment by or on behalf of the Issuer to an individual required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive;
  - (B) the presentation for payment of any Warrant by or on behalf of a Warrantholder who would have been able to avoid such withholding or deduction by presenting the relevant Warrant to another Paying Agent in a Member State of the European Union;
  - (C) any present or former connection of any Warrantholder (or between a fiduciary, settlor, beneficiary, member or shareholder of such Warrantholder if such Warrantholder is an estate, a trust, a partnership, or a corporation) with Jersey (in the case of Warrants issued by Claris, Claris 2, Claris III or Claris IV) or Ireland (in the case of Warrants issued by Iris or Iris II) (including, without limitation, such Warrantholder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein) otherwise than by reason only of the holding of any Warrant or receiving principal or interest in respect thereof;

(D) the failure by the relevant Warrantholder to comply with any applicable procedures required to establish non-residence or other similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Jersey (in the case of Warrants issued by Claris, Claris 2, Claris III or Claris IV) or Ireland (in the case of Warrants issued by Iris or Iris II); or

(E) any combination of the immediately preceding paragraphs (A) through (D) inclusive,

then Condition 24(c)(ii) shall not apply. In such circumstances the Issuer shall deduct such taxes from the amounts payable to such Warrantholder, all other Warrantholders shall receive the due amounts payable to them and the Warrants shall not be cancelled. Any such deduction shall not constitute an Event of Default under Condition 10 (*Events of Default*).

In the event of the Warrants becoming due for cancellation, the Issuer shall cancel the Warrants by making payment of the Cancellation Amount, which may be less than the mark-to-market value of the Warrants subject to such cancellation immediately prior to the occurrence of the circumstances giving rise to such cancellation.

(d) **Technical Annex Cancellation**

In the case of Equity Linked Warrants, Fund Linked Warrants, Commodity Linked Warrants, Inflation Linked Warrants, Foreign Exchange Rate Linked Warrants and Reference Rate Linked Warrants the applicable Offering Circular Supplement may specify that Technical Annex cancellation is applicable (“**Technical Annex Cancellation**”). If Technical Annex Cancellation is specified as applicable then, following a determination by the Calculation Agent in accordance with the relevant provisions of the applicable Technical Annex that the Issuer is to terminate its obligations in respect of the Warrants in accordance with this Condition 24(d), the Issuer shall give notice as soon as is reasonably practicable (unless otherwise specified in the relevant Offering Circular Supplement) to the Trustee, the Warrantholders, the Swap Counterparty, the Counterparty, the Beneficiary, the Deposit Bank and the Other Party and upon the giving of such notice all but not some only of the Warrants shall become due for cancellation on the date specified in such notice at their Cancellation Amount (as specified in the applicable Offering Circular Supplement).

(e) **Cancellation at the Option of the Issuer and Exercise of Issuer’s Option**

If Cancellation at the Option of the Issuer is specified in the Offering Circular Supplement, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Warrantholders (or such other notice period as may be specified), cancel, or exercise any Issuer’s option (as may be described in the relevant Offering Circular Supplement) in relation to, all or, if so provided, some of the Warrants on any Optional Cancellation Date or Option Exercise Date specified in the Offering Circular Supplement, as the case may be. Any such cancellation of Warrants shall be at an amount (the “**Optional Cancellation Amount**”) specified in the Offering Circular Supplement. Any such cancellation or exercise must relate to a quantity of Warrants at least equal to the minimum number of Warrants to be cancelled specified in the Offering Circular Supplement and no greater than the maximum number of Warrants to be cancelled specified in the relevant Offering Circular Supplement.

All Warrants in respect of which any such notice is given shall be cancelled, or the Issuer’s option shall be exercised, on the date specified in such notice in accordance with this Condition.

In the case of a partial cancellation or a partial exercise of an Issuer’s option, the notice to Warrantholders shall also contain the certificate numbers of the Warrants to be cancelled or in respect of which such option has been exercised, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority

requirements and the rules and procedures of Euroclear and/or Clearstream, Luxembourg, where applicable (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or reduction in number of Warrants or otherwise, in each case at their discretion) or any other Alternative Clearing System (as the case may be). So long as the Warrants are listed on the Irish Stock Exchange or any other stock exchange and the rules of the relevant stock exchange or other relevant authority so require, the Issuer shall, once in each year in which there has been a partial cancellation of the Warrants, cause to be filed with the Company Announcements Office of the Irish Stock Exchange, or as specified by such other stock exchange or other relevant authority, a notice specifying the aggregate number of Warrants outstanding and a list of the Warrants drawn for cancellation but not surrendered.

In the event of a cancellation of Warrants pursuant to this Condition 24(e), payment of the Optional Cancellation Amount may be made subject to the operation of Condition 4(e) (*Shortfall after Application of Proceeds*), and therefore may be less than the mark-to-market value of the Warrants subject to such cancellation immediately prior to the optional cancellation or exercise of the Issuer's option.

(f) **Purchases**

If the Issuer has satisfied the Trustee that it has made arrangements for the realisation of no more than the equivalent proportion of the Collateral Securities, for the reduction in the notional amount of any Other Obligation and for the purchase of the Warrants, which transactions will leave the Issuer with no assets or net liabilities in respect thereof, it may purchase Warrants in the open market or otherwise at any price.

(g) **Cancellation**

All Warrants purchased by or on behalf of the Issuer may be surrendered for cancellation, in the case of Clearing System Global Warrants, by surrendering each such Warrant to or to the order of the Warrant Agent and, in the case of Registered Warrants, by surrendering such Warrants to the Registrar and, in each case, shall, together with all Warrants cancelled by the Issuer, be cancelled forthwith on behalf of the Issuer. Any Warrants so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Warrants shall be discharged.

**25. EXPENSES**

All Exercise Expenses relating to such Warrants shall be for the account of the Warrantholder. The Issuer shall deduct from amounts payable to Warrantholders all Related Expenses, not previously deducted from amounts paid or assets delivered to Warrantholders, as the Calculation Agent shall in its sole and absolute discretion determine are attributable to the Warrants. Such deduction by the Issuer shall not constitute an Event of Default under Condition 10 (*Events of Default*).

For the avoidance of doubt, neither the Issuer nor the Trustee shall be liable for any Related Expenses and Warrantholders shall be liable to pay the Related Expenses attributable to their Warrants.

**26. DETERMINATION OF SETTLEMENT AMOUNTS, CANCELLATION AMOUNTS AND OPTIONAL CANCELLATION AMOUNTS**

As soon as practicable after the relevant time on each date that the Calculation Agent may be required to calculate an amount, obtain any quotation or make any determination or calculation, it shall determine such amount, calculate the Settlement Amount, Cancellation Amount or Optional Cancellation Amount and obtain such quotation or make such determination or calculation, as the case may be, and cause such amount and, if required to be calculated, the Settlement Amount, Cancellation Amount or Optional Cancellation Amount to

be notified to the Trustee, the Issuer, each of the Paying Agents, the relevant Holders, any other Calculation Agent appointed in respect of the Warrants that is to make a further calculation upon receipt of such information and, if the Warrants are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than the fourth Business Day after such determination. The determination of any amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

## 27. CERTAIN DEFINITIONS

### (a) Definitions

Each of the following defined terms shall have the meaning ascribed to it below when used in these Conditions, unless the context otherwise requires.

“**Business Day**” means:

- (i) in the case of a 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 such currency; and/or
- (ii) in the case of euro, a day on which the TARGET System is open for the settlement of payments in euro (a “**TARGET Business Day**”); and/or
- (iii) in the case of a currency and/or one or more additional business centre(s) (“**Additional Business Centre(s)**”), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Additional Business Centre(s) specified in the applicable Offering Circular Supplement or, if no currency is indicated, generally in each of the Additional Business Centres.

“**Related Expenses**” means, in relation to Warrants, unless otherwise specified in the applicable Offering Circular Supplement, (a) all present, future, prospective, contingent or anticipated Taxes which are (or may be) or were (or may have been) withheld or payable under the laws, regulations or administrative practices of any state (or any political subdivision or authority thereof or therein) and (b) any other present, future, or contingent expenses (including without limitation, any applicable depositary charges, transaction charges, issue registration, securities transfer or other expenses) which are (or may be) or were (or may have been) payable, in each case in respect of or in connection with:

- (i) the issue, transfer or enforcement of the Warrants;
- (ii) any payment to Warrantholders;
- (iii) a person or its agent's assets or any rights, distributions of dividends appertaining to such assets (had such an investor (or agent) purchased, owned, held, realised, sold or otherwise disposed of assets) in such a number as the Calculation Agent, in its sole and absolute discretion, may determine to be appropriate as a hedge or related trading position in connection with the Warrants; or
- (iv) any of the Swap Counterparty's or any affiliate's other hedging arrangements in connection with the Warrants

**“Specified Currency”** means the currency specified as such in the applicable Offering Circular Supplement.

**“Taxes”** means taxes, levies, imposts, duties, deductions, withholdings, assessments or other charges (including any stamp, registration or transfer tax, duty or other charge or tax on income, payments (or delivery of assets), profits or capital gains) together with any interest, additions to tax or penalties thereon.

(b) **General**

Capitalised terms used in these Conditions but not otherwise defined shall have the meaning and/or value ascribed to them in the applicable Offering Circular Supplement.

## TECHNICAL ANNEX

The following shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the Conditions of the Securities.

The payment of principal and/or interest in respect of the Notes, and of the settlement amount in respect of the Warrants, subject to the Technical Annex will be determined or calculated by reference to an index and/or a formula based on or referring to one or more Underlying.

For the purposes of this Technical Annex, “**Underlying**” shall mean, as specified in the applicable Offering Circular Supplement, without limitation, a share in a company, any other equity or non-equity security, an American depositary receipt, an index, a dividend, a fund unit, an inflation rate, a foreign exchange rate, a reference rate, a share of an investment company, a basket thereof or any combination thereof.

This Technical Annex contains technical provisions relating, *inter alia*, to (i) the adjustments to be made by the Calculation Agent (ii) the way a market disruption event that may affect an Underlying will be treated in the context of the Securities or (iii) mathematical formulas used to calculate amounts due in respect of the Securities.

The technical provisions relating to Underlyings of a type other than those mentioned above shall be set out in the Offering Circular Supplement applicable to the relevant Securities. The provisions of this Technical Annex may be amended in the Offering Circular Supplement of the relevant Securities.

## EQUITY TECHNICAL ANNEX

The terms and conditions (the “**Equity Linked Conditions**”) set out in the following equity technical annex (the “**Equity Technical Annex**”) (which shall be deemed to include the terms of the applicable sub-annex specified in the applicable Offering Circular Supplement (each sub-annex, a “**Sub-Annex**”) shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the Conditions of the Securities and any reference to the “Conditions” of the relevant Securities shall be construed accordingly. This Equity Technical Annex (together with the specified Sub-Annex) shall be applicable if the following is stated in the applicable Offering Circular Supplement:

*“The provisions of the Equity Technical Annex ([Share]/[ADR]/[Dividend]/[ETF]/[Index]/[SGI Index] Sub-Annex) apply to these [Notes]/[Warrants] and should be read together with this Offering Circular Supplement. In the event of any inconsistency between the Equity Technical Annex (including the relevant Sub-Annex) and this Offering Circular Supplement, this Offering Circular Supplement shall prevail.”*

Terms used in this Equity Technical Annex (including the applicable Sub-Annex) unless specifically defined herein, shall have the same meanings as those set out in the Conditions of the Securities or the Principal Trust Deed, as the context requires.

If this Equity Technical Annex applies to the Securities, the applicable Offering Circular Supplement shall specify that one of the following Sub-Annexes is applicable (and, for the avoidance of doubt any reference in the Terms and Conditions to the "Equity Technical Annex" in the Terms and Conditions shall be deemed to be a reference to the Equity Technical Annex including the relevant Sub-Annex).

## SHARE SUB-ANNEX

Any reference in this Share Sub-Annex to an 'Equity Linked Security' or 'Equity Linked Securities' shall be to such Equity Linked Security or Equity Linked Securities to which this Share Sub-Annex is stated to apply in the applicable Offering Circular Supplement.

### PART 1 – DEFINITIONS RELATING TO SHARES

#### (a) General Definitions

“**Averaging Date**” means, in respect of a Valuation Date and a Share, each date specified as such in the applicable Offering Circular Supplement for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for a Share*” in Part 1 – (c) below;

“**Basket**” means a basket composed of the Shares (each an “**Underlying**”) in the relative proportions or numbers of Shares specified in the applicable Offering Circular Supplement;

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities;

“**Closing Price**” means:

- (i) in respect of a Share:
  - (A) if such Share is traded on the Tokyo Stock Exchange or the Osaka Securities Exchange, the last traded price of such Share for the day quoted by the Exchange, provided however, that if there is a closing special quote on such Share quoted by the Exchange (*tokubetsu kehaine*), such quote shall be deemed to be the relevant Closing Price;

- (B) if such Share is traded on the Italian Stock Exchange (Borsa Italiana S.p.A.), the Prezzo di Riferimento, which means the price as published by the Borsa Italiana S.p.A. at the close of trading and having the meaning ascribed thereto in the Rules of the markets organised and managed by Borsa Italiana S.p.A., as such Rules may be amended by Borsa Italiana S.p.A. from time to time; and
- (C) in any other case, the official closing price of such Share on the relevant Exchange, in any case as adjusted (if applicable) pursuant to the provisions of Part 2 below;

“**Company**” means, in respect of a Share, the issuer of such Share;

“**Exchange(s)**” means, in respect of a Share, the corresponding exchange or quotation system specified in the applicable Offering Circular Supplement, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the Share, has temporarily relocated (provided that the Calculation Agent has determined 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 a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

“**Hedge Counterparty**” means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer’s obligations to make any payment in respect of the relevant Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of the Issuer’s obligations in respect of an Equity Linked Security;

“**Intraday Price**” means, in respect of a Share, the price of such Share on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price;

“**Related Exchange(s)**” means, in respect of a Share, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Share, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to a Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Share on such temporary substitute exchange or quotation system as on the original Related Exchange); and

“**Share(s)**” means a share of the Company (or the shares of the relevant Company in case of a Basket) specified as Underlying in the applicable Offering Circular Supplement, subject to adjustment pursuant to the provisions of “*Adjustments and Extraordinary Events relating to Shares*” in Part 2 – 1 (below).

**(b) Definitions and provisions relating to valuation and Market Disruption Event**

“**Disrupted Day**” means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a

relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred;

**“Market Disruption Event”** means, in respect of a Share, 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 ends at the relevant Valuation Time or (iii) an Early Closure. For the purpose hereof:

- (i) **“Trading Disruption”** means, in respect of a Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or (b) in futures or options contracts relating to the Share on any relevant Related Exchange;
- (ii) **“Exchange Disruption”** means, in respect of a Share, 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 (a) the Share on the Exchange, or (b) futures or options contracts relating to the Share on any relevant Related Exchange; and
- (iii) **“Early Closure”** means, the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day,

**“Scheduled Closing Time”** means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours;

**“Scheduled Trading Day”** means, in respect of a Share (or, in the case of a Basket of Shares, in respect of any Share comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session;

**“Valuation Date”** means, in respect of a Share, each date specified as such in the applicable Offering Circular Supplement (or, if such date is not a Scheduled Trading Day for such Share, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of *“Consequences of Disrupted Days for a Share”* in Part 1 – (c) below; and

**“Valuation Time”** means, in respect of a Share, the Scheduled Closing Time, provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

**(c) Consequences of Disrupted Days for a Share**

If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the **“Scheduled Valuation Date”** and the **“Scheduled Averaging Date”** respectively), is a Disrupted Day for a Share, the Valuation Date or the Averaging Date (as the case may be) for such Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

- (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date (as the case may be), for the Share notwithstanding the fact that such day is a Disrupted Day; and
- (ii) the Calculation Agent shall determine, its good faith estimate of the value of the Share as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price.

Provided that if the Share is included in a Basket, the above provisions shall apply only to the Share affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Share not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date,

provided however that:

- (A) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in Part 1 - (c)(ii) above, and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price;
- (B) notwithstanding the foregoing, in respect of any Securities, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in Part 1 – (c)(ii) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the Share so calculated shall be deemed the Closing Price.

## **PART 2 – ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY/EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CHANGE IN LAW RELATING TO SHARES**

### **1. Adjustments and Extraordinary Events relating to Shares**

#### **(a) Potential Adjustment Events**

“**Potential Adjustment Event**” means, in relation to a Share, any of the following:

- (i) a subdivision, consolidation or reclassification of such Share (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, 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 such Share of (a) such Shares, (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, (c) share capital, 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 (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (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 Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) 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 event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Shares.

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will (a) calculate the corresponding adjustment, if any, to be made to the elements relating to the relevant Share used to determine any settlement or payment terms under the Securities and/or any other terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities and (b) determine the effective date of that adjustment. In its determinations of the existence and extent of any dilutive or concentrative effect on the theoretical value of the Shares of any Potential Adjustment Event, and any related adjustments to the terms of the Securities, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Share traded on such Related Exchange.

**Definitions applicable to this section:**

“**Local Taxes**” shall mean taxes, duties, and similar charges imposed by the taxing authority of the country in which the Company has been incorporated or in which the Exchange on which the Share is listed is located; and

“**Offshore Investor**” shall mean a holder of Shares who is an institutional investor not resident in the country in which the Company has been incorporated or in which the Exchange on which the Share is listed is located (the “**Local Jurisdiction**”), for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of Societe Generale or one of its affiliates.

**(b) Extraordinary Events**

- (i) Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a De-listing Event, an Insolvency, a Nationalisation or a Participation Event, in respect of a Share (an “**Affected Share**”) then during such Offering Period, the Calculation Agent may decide in good faith to apply Method of Substitution with respect to the Affected Share;
- (ii) If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected Share, then:
  - (A) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, shall apply either:
    - (1) Share-for-Share Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity or Expiration Date, or Early Redemption/Cancellation;
    - (2) Share-for-Other Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity or Expiration Date, or Early Redemption/Cancellation; or
    - (3) Share-for-Combined Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity or Expiration Date, or Early Redemption/Cancellation,
  - (B) in the case of a Merger Event affecting two Shares comprised in a Basket, the Calculation Agent will either:
    - (1) continue with the share resulting from the Merger Event and, in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute ADR (as applicable) will be selected by the Calculation Agent and included in the Basket;
    - (2) substitute both Shares with two Substitute Shares (or Substitute ADR) selected as described in the Method of Substitution;
    - (3) apply the Monetisation until the Maturity or Expiration Date; or
    - (4) apply the Early Redemption or Cancellation,
  - (C) in respect of a De-merger Event, from the De-merger Date, and/or upon consummation of the De-merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, will either:
    - (1) replace the Affected Share with the shares or American depository receipts of the successor companies;
    - (2) substitute one or more share(s) or American depository receipt(s) resulting from such De-merger Event pursuant to the Method of Substitution;
    - (3) apply the Monetisation until the Maturity Date or Expiration Date; or
    - (4) apply the Early Redemption or Cancellation,

it being understood that, in the case of a Basket, the Calculation Agent shall maintain the initial number of companies in the Basket and that, in the case

where the Calculation Agent has elected to substitute the Affected Share with several shares or American depository receipts resulting from such De-merger Event, such shares or American depository receipts shall be placed in a sub-basket and considered as one component of the Basket,

- (D) in respect of a De-listing Event or a Nationalisation, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, may, but is not obliged to, apply the Method of Substitution or the Monetisation until the Maturity/Expiration Date or the Early Redemption/Cancellation;
  - (E) in respect of an Insolvency, the Calculation Agent will decide, either:
    - (1) that the Affected Share will be substituted pursuant to the Method of Substitution; or
    - (2) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Offering Circular Supplement, representing the Affected Share will be accounted by the Calculation Agent for its fair market value determined at any time as from the date of occurrence of such Insolvency until the last Valuation Date or the last Averaging Date. The determination of the fair market value shall depend upon the liquidity of the market and the trading conditions relating to the Share affected at the time of calculation;
    - (3) to apply the Monetisation until the Maturity/Expiration Date; or
    - (4) to apply the Early Redemption/Cancellation, and
  - (F) in respect of a Participation Event from the effective date of such event until the sixtieth Business Day thereafter, the Calculation Agent may, but is not obliged to, select a Substitute Share or Substitute ADR for the Affected Share pursuant to the Method of Substitution.
- (iii) Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder.

**Definitions applicable to this section:**

“**Alternative Obligation**” means:

- (i) if, in respect of a Share-for-Share Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date the New Shares and the issuer of such New Shares will be deemed the Shares and the Company, respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Securities on the basis of the number of New Shares (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of Shares immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event;
- (ii) if, in respect of a Share-for-Other Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date, the Calculation Agent will adjust any relevant terms of the Securities on the basis of 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 the relevant number of Shares would be entitled upon consummation of the Merger Event and, if necessary, any relevant terms of the Securities; and

- (iii) if, in respect of a Share-for-Combined Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the Merger Date the New Shares and the Other Consideration will be deemed the “**Shares**” and the issuer of the New Shares will be deemed the “**Company**” respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Securities on the basis of the number of New Shares and 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 the relevant number of Shares would be entitled upon consummation of the Merger Event,

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

“**De-listing Event**” means, in respect of a Share, that such Share (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is 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 within the European Union, in any Member State of the European Union) or; (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant Share;

“**De-merger Event**” means, in respect of any Share, that the Company relevant to such Share is affected by a de-merger including, without limitation, a spin-off, scission or any operation of a similar nature;

“**De-merger Date**” means the date on which a De-merger Event becomes effective;

“**Early Redemption/Cancellation**” means that there will be an early redemption of the Notes or a cancellation of the Warrants, as the case may be, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;

“**Fixing Period**” means the period, subject to a maximum of ten Exchange Business Days, which shall expire no later than 90 Business Days following the Merger Date, the De-merger Date or the effective date of the De-listing Event, Nationalisation, Insolvency or Participation Event, during which:

- (i) the Hedge Counterparty sells the Affected Shares, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the weighted average of the closing prices of the relevant assets traded by the Hedge Counterparty with regards to the relevant Securities, as observed during such Fixing Period; and
- (ii) the proceeds of such sale are re-invested in the Substitute Shares, Substitute ADR and/or New Shares accordingly during the said Fixing Period on the basis of the weighted average of the closing prices of such Substitute Shares, Substitute ADR and/or New Shares traded by the Hedge Counterparty with regards to the relevant Securities, as observed during such Fixing Period,

“**Insolvency**” means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent;

“**Merger Date**” means, in respect of a Share, the date upon which holders of the necessary number of the relevant Shares (other than, in the case of a takeover offer, Shares owned or controlled by the

offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Shares;

“**Merger Event**” means, in respect of any Share:

- (i) any reclassification or change of such Share (including the change of currency reference of the Share) that results in a transfer of or an irrevocable commitment to transfer all of such Share outstanding to another entity or person;
- (ii) any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger 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) other 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 that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);
- (iv) any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of 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; or
- (v) 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 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant,

“**Method of Substitution**” means that in the case of a Merger Event, De-merger Event, De-listing Event, Nationalisation, Insolvency or Participation Event (regardless of the consideration to be received), in respect of an Affected Share, the Calculation Agent may consider that the Affected Share, the New Shares and/or all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a new share or an American depositary receipt of the same economic sector or into a share or an American depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share (the “**Substitute Share**” or the “**Substitute ADR**”, as the case may be) or (b) in the case of Combined Consideration, into New Shares. In the event of Other Consideration to be received in cash, in the future the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above;

The sale of the Affected Share, the New Shares and/or the Other Consideration shall be deemed to take place during the Fixing Period. The Substitute Share or the Substitute ADR, as the case may be and the company issuing such Substituted Share (or, in the case of an American depositary receipt, the company issuing the deposited securities related to such American depositary receipt) will be deemed a “**Share**” and the “**Company**” respectively, and the Calculation Agent will adjust any relevant terms of the Securities;

For information purposes, it is understood that in all cases described herein where a Share is substituted, on any date “t”, with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Offering Circular Supplement, shall not be affected by the substitution on such date “t” in respect of the Substitute Share or Substitute ADR and would mean the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date “t” is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected Share on such date “t”;

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

“**New Shares**” means shares or American depository receipts (whether of the offeror or a third party) that are listed or quoted on a recognised exchange involved in the application of Method of Substitution or Alternative Obligation as determined by the Calculation Agent;

“**Offering Period**” means the period from and including the date on which the Merger Event, the De-listing Event, the De-merger Event, the Insolvency, the Nationalisation or the Participation Event is publicly and officially announced to but excluding the Merger Date or the De-merger Date or the effective date of the De-listing Event, the Insolvency, the Nationalisation or the Participation Event;

“**Other Consideration**” means cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party);

“**Participation Event**” means that a Company (whose Shares form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose Shares (which shall be the Affected Share in respect of such Participation Event) also form part of the Basket;

“**Share-for-Combined Merger Event**” means, in respect of a Merger Event, that the consideration for the relevant Shares consists of Combined Consideration;

“**Share-for-Other Merger Event**” means, in respect of a Merger Event, that the consideration for the relevant Shares consists solely of Other Consideration; and

“**Share-for-Share Merger Event**” means, in respect of a Merger Event, that the consideration for the relevant Shares consists (or, at the option of the holder of such Shares, may consist) solely of New Shares.

(c) **Stop-Loss Event relating to a Share**

If on any Exchange Business Day between the initial Valuation Date (excluded) and the last Valuation Date (included), the Closing Price of a Share is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the “**Affected Share**” and the event, the “**Stop-Loss Event**”), then:

- (i) the Calculation Agent may decide to substitute the Affected Share by a new share or American depository receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share (the “**Substitute Share**” or “**Substitute ADR**” as the case may be) and will adjust any relevant terms of the Securities accordingly;
- (ii) the Calculation Agent may decide to continue with the Affected Share; or
- (iii) if the Calculation Agent has neither retained any Substitute Share or Substitute ADR nor decided to continue with the Affected Share or the Calculation Agent may either
  - (A) apply Monetisation until the Maturity Date or Expiration Date; or

- (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be,

for information purposes, it is understood that in all cases described herein where a Share is substituted, on any date “t”, with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Offering Circular Supplement, shall not be affected by the substitution on such date “t” in respect of the Substitute Share or Substitute ADR and would mean that the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date “t” is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected Share on such date “t”.

**(d) Correction of the Closing Price of a Share**

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Securities is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than (i) in the case of Notes, four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Offering Circular Supplement) or (ii) in the case of Warrants, the earlier of (x) the Actual Exercise Date in respect of any Warrant and (y) the fourth Business Day prior to the Expiration Date, the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Securities to account for such correction.

**2. Monetisation until the Maturity/Expiration Date**

**(a) Monetisation until the Maturity Date (in respect of Notes only)**

- (i) In respect of any Intermediate Amount, the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Minimum Intermediate Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

(ii) in respect of any Optional Redemption Amount, the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method)

together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between: (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and an amount equal to the Optional Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero,

- (iii) in respect of the Final Redemption Amount, the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the

Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the Minimum Redemption Amount), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

**(b) Monetisation until the Expiration Date (in respect of Warrants only)**

(i) If, in relation to Warrants only, “Issuer Call Option” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

in respect of any Optional Cancellation Amount, the Issuer shall no longer be liable for the payment of the Optional Cancellation Amount on the Optional Cancellation Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Cancellation Amount**”), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between: (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and an amount equal to the Optional Minimum Cancellation Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,

- (ii) in respect of the Settlement Amount, the Issuer shall no longer be liable for the payment of the Settlement Amount as defined in the applicable Offering Circular

Supplement on the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and

- (2) an amount equal to the Minimum Settlement Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under

its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Where Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B) above applies to any Warrant, no Holder of such Warrants shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and such Warrants shall be settled only in accordance with the foregoing Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B), as the case may be.

**Definitions applicable to this section:**

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Hedge Counterparty in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be;

“**Compounding Date**” means, in respect of a Calculation Period, each Business Day of such Calculation Period;

“**Compounding Method**” means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period;

“**Compounding Period**” means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

“**Compounding Period Amount**” means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

“**Compounding Rate**” means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and Day Count Fraction means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360;

“**Expiration Date**” means the date specified as such in the Offering Circular Supplement of the relevant Warrant;

“**Full Liquidation Date**” means, in respect of the Maturity Date or Expiration Date, the date on which the liquidation proceeds of the Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever

described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Securities linked to or indexed to the relevant Underlying(s) due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, apportioned *pro rata* to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or Expiration Date, as the case may be, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions;

**"Intermediate Amount"** means either an Interest Amount or an Instalment Amount;

**"Intermediate Full Liquidation Date"** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**"Intermediate Hedge Positions"** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned *pro rata* to each outstanding Note;

**"Intermediate Payment Date"** means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes;

**"Maturity Date"** means the date specified as such in the Offering Circular Supplement of the relevant Notes;

**"Optional Cancellation Amount"** means the amount specified as such in the Offering Circular Supplement of the relevant Warrants;

**"Optional Cancellation Date"** means the date specified as such in the Offering Circular Supplement of the relevant Warrants;

**"Optional Redemption Amount"** means the amount specified as such in the Offering Circular Supplement of the relevant Notes;

**"Optional Redemption Date"** means the date specified as such in the Offering Circular Supplement of the relevant Notes;

**"Optional Full Liquidation Date"** means, in respect of an Optional Redemption Date or an Optional Cancellation Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**"Optional Hedge Positions"** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Securities linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date or an Optional Cancellation Date, apportioned *pro rata* to each outstanding Security; and

“**Relevant Spot Exchange Rate**” means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

**3. Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences**

**(a) Hedging Disruption, Increased Cost of Hedging and Insolvency Filing**

“**Hedging Disruption**” means, in respect of Securities that have one or more Share(s) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of the Issuer entering into and performing its obligations with respect to the Securities or any agreement entered into with the Hedge Counterparty by the Issuer of the Securities or (b) freely realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the “**Affected Jurisdiction**”) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction;

“**Increased Cost of Hedging**” means, in respect of Securities that have one or more Share(s) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Securities or (b) freely realise, recover or remit the proceeds of its Hedge Positions;

“**Insolvency Filing**” means, in respect of Securities that have one or more Share(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing;

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to a Share or of the occurrence of an Insolvency Filing relating to a Share (the “**Affected Underlying**”), the Calculation Agent may:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or

- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

**(b) Change in Law**

“**Change in Law**” means, in respect of Securities that have one or more Share(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the “**Affected Underlying**”);

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying in respect of such Change in Law, either to:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

**PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Equity Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or the Optional Redemption Amount and/or the Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent’s specified address.

## DIVIDEND SUB-ANNEX

Any reference in this Dividend Sub-Annex to an 'Equity Linked Security' or 'Equity Linked Securities' shall be to such Equity Linked Security or Equity Linked Securities to which this Dividend Sub-Annex is stated to apply in the applicable Offering Circular Supplement.

### PART 1 – DEFINITIONS RELATING TO DIVIDENDS

#### (a) General Definitions

“**ADR**” means an American depository receipt (or the American depository receipts in case of a Basket) representing shares issued by a Company and which constitute deposited securities.

“**Averaging Date**” means, in respect of a Valuation Date and a Share, an ADR or an Index, each date specified as such in the applicable Offering Circular Supplement for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for a Share, an ADR or an Index*” in Part 1 – (c) below;

“**Basket**” means a basket composed of the Shares and/or ADR and/or Indices in the relative proportions or numbers of Shares, ADR and/or Indices specified in the applicable Offering Circular Supplement;

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities;

“**Closing Price**” means: in respect of an Index, the official closing level of the Index published and announced by the Index Sponsor as adjusted (if applicable) pursuant to the provisions of Part 2 below;

“**Company**” means, in respect of a Share, the issuer of such Share and, in respect of an ADR, the issuer of the deposited securities related to such ADR;

“**Designated Contract**” means an options or futures contract on the Share or ADR traded on the Related Exchange with an expiry date (or the date which would have been the expiry date but for that day being a Disrupted Day or not being a Scheduled Trading Day) that matches the relevant Valuation Date specified in the applicable Offering Circular Supplement;

“**Dividend**” means in respect of a Share or an ADR:

- (i) an amount of dividend per Share or ADR as declared by the Company, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an “**Applicable Authority**”), but which shall not take into account:
  - (A) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the “**Credits**”); and
  - (B) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (a) above, and/or
- (ii) an amount per Share or ADR being the cash value of any dividend paid in shares (whether or not such dividend comprises shares that are not the ordinary shares of the issuer) declared by the Company (or, if no cash value is declared by the relevant issuer, the cash value of such dividend as determined by the Calculation Agent, calculated by reference to the opening price of such ordinary shares on the Ex-Dividend Date applicable to that dividend) provided that if holders of record of the relevant Share or ADR may elect between receiving an amount as defined in (A)

above or in this subparagraph (B), the dividend shall be deemed to be an amount as defined in (A) above.

Provided that, this definition shall exclude (a) any dividends in relation to which the Index Sponsor makes an adjustment to the Index when the Share or ADR is considered as a component of an Index, or (b) any dividends in relation to which the Related Exchange makes an adjustment to the Designated Contract when the Share or ADR is considered individually or as part of a basket (however where the Index Sponsor has adjusted the Index for part of a dividend or as the case may be the Related Exchange, the provisions above shall apply only to the unadjusted part);

**“Dividend Period”** means the period specified as such in the applicable Offering Circular Supplement;

**“Exchange(s)”** means, in respect of a Share, an ADR or an Index, the corresponding exchange or quotation system specified in the applicable Offering Circular Supplement, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the Share, ADR or Shares or ADR underlying such Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share, ADR or Shares or ADR underlying an Index, on such temporary substitute exchange or quotation system as on the original Exchange). In respect of deposited securities underlying an ADR, **“Exchange”** means the primary exchange or market of trading of such deposited securities;

**“Exchange Business Day”** means:

- (i) in respect of a Share or an ADR (or, in the case of a Basket of Shares or ADR, in respect of any Share comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; and
- (ii) in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any Scheduled Trading Day on which the relevant Related Exchange of the Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index,

**“Ex-Dividend Date”** means in respect of a Dividend the date on which the relevant Share or ADR is scheduled to commence trading ex-dividend on the primary exchange or quotation system for such Share or ADR, as determined by the Calculation Agent;

**“Hedge Counterparty”** means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer’s obligations to make any payment in respect of the relevant Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

**“Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of the Issuer’s obligations in respect of an Equity Linked Security;

**“Index”** means an index (or the indices in case of a Basket);

**“Index Calculation Agent”** means the entity in charge of calculating and publishing the Index, if different from the Index Sponsor;

“**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 relevant Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant Index on a regular basis; and

“**Share(s)**” means a share of the Company (or the shares of the relevant Company in case of a Basket).

**(b) Definitions and provisions relating to valuation and Market Disruption Event**

“**Disrupted Day**” means:

- (i) in respect of a Share or an ADR (or, in the case of a Basket of Shares or ADR, in respect of any Share or ADR comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred; and
- (ii) in respect of an Index, any Scheduled Trading Day on which (a) a relevant Related Exchange fails to open for trading during its regular trading session, (b) a Market Disruption Event has occurred or (c) the Index Sponsor fails to publish the Closing Price of the Index,

“**Market Disruption Event**” means, in respect of a Share or an 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 ends at the relevant Valuation Time or (iii) an Early Closure. For the purpose hereof:

- (i) “**Trading Disruption**” means, in respect of a Share or an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share on the Exchange or, in the case of an Index, on the relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or (b) in futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange;
- (ii) “**Exchange Disruption**” means, in respect of a Share or an 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 (a) the Share on the Exchange, or, in the case of an Index, on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) futures or options contracts relating to the Share or the relevant Index on any relevant Related Exchange; and
- (iii) “**Early Closure**” means, the closure on any Exchange Business Day of (a) (i) in the case of a Share, the relevant Exchange, or (ii) in the case of an Index any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day,

with respect to an ADR issued pursuant to a deposit agreement (a) references to Share in the definitions of “**Market Disruption Event**”, “**Trading Disruption**”, “**Exchange Disruption**” and

“**Early Closure**” above refer both to the ADR and to the related deposited securities relating to such ADR, and (b) references to Exchange and Related Exchange in these definitions refer to such exchanges as they relate to both the ADR and to the related deposited securities relating to such ADR. For the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to an ADR if a Disrupted Day has occurred with respect to the related deposited securities;

“**Official Index Divisor**” means the value, calculated by the Index Sponsor, necessary to ensure that the numerical value of the Index remains unchanged after a change in the composition of the Index. The value of the Index after any change in its composition is divided by the Official Index Divisor to ensure that the value of the Index returns to its normalised value;

“**Official Number**” means, in respect of a date, an Index and a Share or an ADR comprising such Index, the number of free-floating shares relating to such Share or ADR comprised in the Index, as calculated and published by the Index Sponsor on such date, subject to “*Failure to Publish*” under Part 2 – 1(d)(i) below;

“**Related Exchange(s)**” means, in respect of a Share, an ADR or an Index (and, with respect to an ADR, the related deposited securities), each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Share, ADR, Index or deposited securities, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to a Share, ADR, Index or deposited securities, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Share, ADR, Index or deposited securities, on such temporary substitute exchange or quotation system as on the original Related Exchange);

“**Scheduled Closing Time**” means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours;

“**Scheduled Trading Day**” means:

- (i) in respect of a Share or an ADR (or, in the case of a Basket of Shares or ADR, in respect of any Share or ADR comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session; and
- (ii) in respect of an Index, any day on which (a) the Index Sponsor is scheduled to publish the Closing Price of the Index and (b) the Related Exchange is scheduled to be open for trading during its regular trading session,

“**Valuation Date**” means, in respect of a Share, an ADR or an Index, each date specified as such in the applicable Offering Circular Supplement (or, if such date is not a Scheduled Trading Day for such Share, ADR or Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for a Share, an ADR or an Index*” in Part 1 – (c) below; and

“**Valuation Time**” means, in respect of a Share, an ADR or an Index, the Scheduled Closing Time, provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

**(c) Consequences of Disrupted Days for a Share, an ADR or an Index**

If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the “**Scheduled Valuation Date**” and the “**Scheduled Averaging Date**” respectively), is a Disrupted Day for a Share, an ADR or an Index, the Valuation Date or the Averaging Date (as the case may be) for such Share, ADR or Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Share, ADR or Index, unless each of the eight Scheduled Trading

Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date (as the case may be), for the Share, ADR or Index notwithstanding the fact that such day is a Disrupted Day.

Provided that if the Share, ADR or Index is included in a Basket, the above provisions shall apply only to the Share, ADR or Index affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Share, ADR or Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date,

provided however that,

- (i) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date);
- (ii) notwithstanding the foregoing, in respect of any Securities, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date.

## **PART 2 – ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY/EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CHANGE IN LAW RELATING TO DIVIDENDS**

### **1. Adjustments and Extraordinary Events relating to Dividends**

#### **(a) Potential Adjustment Events relating to Shares or ADR**

“**Potential Adjustment Event**” means, in relation to a Share, any of the following:

- (i) a subdivision, consolidation or reclassification of such Share (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, 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 such Share of (a) such Shares, (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, (c) share capital, 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 (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;

- (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 Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) 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 event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Shares.

With respect to an ADR, references to “Share” in the definition of “*Potential Adjustment Event*” above refer to the deposited securities underlying such ADR.

**(b) Adjustments**

Adjustments in relation to an Index the components of which are used to determine the amounts due under Securities indexed on Dividends:

- (i) If an event occurs affecting the Index the components of which are used to determine the amounts due under Securities indexed on Dividends (the “**Event**”) which in the determination of the Calculation Agent has a material effect on the amounts due under the Securities, then the Calculation Agent shall either:
  - (A) adjust any terms of the Securities it determines appropriate, in order to take into account the economic effect on the Securities of such event; or
  - (B) replace the Index by a new index, provided that such index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries;
  - (C) consider such event as an Event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be, and then the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Event, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
  - (D) apply Monetisation until the Maturity Date (as defined below).

Adjustments in relation to a Share the dividend of which is used to determine the amounts due under Securities indexed on Dividends:

- (i) If an Extraordinary Event (as defined in Part 2 – 1(c) below) occurs affecting the Share or ADR (the “**Affected Share**” or the “**Affected ADR**”) the dividend of which is used to determine the amounts due under Securities indexed on Dividends, then the Calculation Agent shall either:
  - (A) adjust any terms of the Securities it determines appropriate, in order to take into account the economic effect on the Securities of such event; or

- (B) replace the Affected Share or the Affected ADR by the resulting share or by a new share or ADR which related deposited securities were issued by a company of a similar international standing or creditworthiness as the Company related to the Affected Share or the Affected ADR;
- (C) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as applicable and then the Issuer shall terminate its obligations under the Notes or the Warrants and pay to each Noteholder or Warrantholder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount or the Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (D) apply Monetisation until the Maturity Date (as defined below).

If a Potential Adjustment Event (as defined in Part 2 – 1(a) above) occurs affecting the Share or ADR (the “**Affected Share**” or the “**Affected ADR**”) the dividend of which is used to determine the amounts due under Securities indexed on Dividends, then the Calculation Agent will, subject to the provisions of the last paragraph of the definition “*Dividend*” in Part 1 – (a) above, adjust any terms of the Securities, it determines appropriate, in order to take into account the economic effect on the Securities of such event.

(c) **Extraordinary Events**

- (i) Extraordinary Events relating to Shares or ADR

“**Extraordinary Events**” means, in relation to a Share or an ADR, the occurrence of (A) a De-listing Event, (B) a De-merger Event, (C) an Insolvency, (D) a Merger Event, (E) a Nationalization or (F) a Participation Event. For the purpose hereof:

- (A) “**De-listing Event**” means, in respect of a Share or an ADR, that such Share or ADR (or deposited securities related to such ADR): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is 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 within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant Share) or (c) with respect to an ADR, the related deposit agreement is terminated;
- (B) “**De-merger Event**” means, in respect of any Share or ADR, that the Company relevant to such Share or ADR is affected by a de-merger including, without limitation, a spin off, scission or any operation of a similar nature;
- (C) “**Insolvency**” means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent;
- (D) “**Merger Event**” means, in respect of any Share:

- (1) any reclassification or change of such Share (including the change of currency reference of the Share) that results in a transfer of or an irrevocable commitment to transfer all of such Share outstanding to another entity or person;
  - (2) any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding);
  - (3) other 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 that results in a transfer of or an irrevocable commitment to transfer all or part of such Shares (other than any of such Shares owned or controlled by the offeror);
  - (4) any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of 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; or
  - (5) 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 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant,
- (E) **“Nationalisation”** means that all the Shares or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof; and
- (F) **“Participation Event”** means that a Company (whose Shares or ADR form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose Shares or ADR also form part of the Basket.

With respect to an ADR issued pursuant to a deposit agreement references to **“Share”** in this definition refer to the deposited securities underlying such ADR.

**(d) Extraordinary Events relating to Index(ices)**

**(i) “Failure to Publish”**

If during the Dividend Period, the Index Sponsor fails (for whatever reason including, without limitation, the occurrence of a Market Disruption Event) to calculate and publish the number of free-float shares in respect of any Share or the Official Index Divisor, then the Calculation Agent shall determine the number of free-float shares in respect of such Share or ADR or the Official Index Divisor (as the case may be).

In making any such determination, the Calculation Agent may (but shall not be obliged to) make reference to the formula for and method of calculating the number of free-float shares or the Official Index Divisor (as the case may be) last in effect prior to the failure by the Index Sponsor to make the relevant calculation or publication.

(ii) **“Dividend Recovery”**

If (a) the amount actually paid or delivered by an issuer to holders of record of the relevant Share or ADR in respect of any Dividend declared by such issuer (a **“Declared Dividend”**) to holders of record of such Share or ADR is not equal to such Declared Dividend (a **“Dividend Mismatch Event”**); or (b) such issuer fails to make any payment or delivery in respect of such Declared Dividend by the third Business Day following the relevant due date, then the Calculation Agent may (but shall not be obliged to) determine any appropriate adjustment to be made to account for such correction or subsequent publication, together with interest, on any amount subsequently due under the Securities.

(iii) **“Corrections”**

In the event that an Official Index Divisor or number of free floating shares calculated and published by the Index Sponsor (or determined by the Calculation Agent pursuant to the provisions above relating to *“Failure to Publish”* in Part 2 – 1(d)(i) above) and utilised for any calculation or determination made in respect of the Securities is subsequently corrected (or, where there has been a Failure to Publish, published by the Index Sponsor) and the correction is published (or, where there has been a Failure to Publish, publication is made) by the Index Sponsor within five Scheduled Trading Days after the original publication, the Calculation Agent will adjust the Dividend, as required, to take into account such correction, provided that such correction or subsequent publication occurs no later than (i) in the case of Notes, four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Offering Circular Supplement) or (ii) in the case of Warrants, the earlier of (x) the Actual Exercise Date in respect of any Warrant and (y) the fourth Business Day prior to the Expiration Date.

**2. Monetisation until the Maturity/Expiration Date**

**(a) Monetisation until the Maturity Date (in respect of Notes only)**

(i) in respect of any Intermediate Amount, the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **“Calculation Amount”** for the purposes of this provision and of the Compounding Method) together with (c)

interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and
- (2) an amount equal to the Minimum Intermediate Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,

- (ii) in respect of any Optional Redemption Amount, the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:
- (A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional

Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

- (2) an amount equal to the Optional Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,

- (iii) in respect of the Final Redemption Amount, the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

- (2) an amount equal to the Minimum Redemption Amount;

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

**(b) Monetisation until the Expiration Date (in respect of Warrants only)**

- (i) If, in relation to Warrants only, “Issuer Call Option” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

in respect of any Optional Cancellation Amount, the Issuer shall no longer be liable for the payment of the Optional Cancellation Amount on the Optional Cancellation Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Cancellation Amount**”), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method

shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Optional Minimum Cancellation Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,

(ii) in respect of the Settlement Amount, the Issuer shall no longer be liable for the payment of the Settlement Amount as defined in the applicable Offering Circular Supplement on the Expiration Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together

with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and

(2) an amount equal to the Minimum Settlement Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Where Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B) above applies to any Warrant, no Holder of such Warrants shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and such Warrants shall be settled only in accordance with the foregoing Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B), as the case may be.

**Definitions applicable to this section:**

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Hedge Counterparty in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be;

“**Compounding Date**” means, in respect of a Calculation Period, each Business Day of such Calculation Period;

“**Compounding Method**” means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period;

“**Compounding Period**” means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

“**Compounding Period Amount**” means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

“**Compounding Rate**” means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period;

“**Day Count Fraction**” means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360;

**“Expiration Date”** means the date specified as such in the Offering Circular Supplement of the relevant Warrant;

**“Full Liquidation Date”** means, in respect of the Maturity Date or Expiration Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Hedge Counterparty”** means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer’s obligations to make any payment in respect of the relevant Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

**“Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, apportioned *pro rata* to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or Expiration Date, as the case may be, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions;

**“Intermediate Amount”** means either an Interest Amount or an Instalment Amount;

**“Intermediate Full Liquidation Date”** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Intermediate Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant Dividend due on an Intermediate Payment Date, apportioned *pro rata* to each outstanding Note;

**“Intermediate Payment Date”** means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Maturity Date”** means the date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Optional Cancellation Amount”** means, in the case of Warrants only, the amount specified as such in the Offering Circular Supplement of the relevant Warrants;

**“Optional Cancellation Cut-Off Date”** means, with respect to an Optional Cancellation Date, the Business Day preceding such Optional Cancellation Date by a number of Business Days or calendar days equal to the number of Business Days or calendar days of the notice period (as specified in the applicable Offering Circular Supplement);

**“Optional Cancellation Date”** means, in the case of Warrants only, the date specified as such in the Offering Circular Supplement of the relevant Warrants;

**“Optional Full Liquidation Date”** means, in respect of an Optional Redemption Date or an Optional Cancellation Date the date on which the liquidation proceeds of the Optional Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Optional Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Dividend due on an Optional Redemption Date or Optional Cancellation Date, as the case may be, apportioned *pro rata* to each outstanding Security;

**“Optional Redemption Amount”** means the amount specified as such in the Offering Circular Supplement of the relevant Notes;

**“Optional Redemption Date”** means the date specified as such in the Offering Circular Supplement of the relevant Notes; and

**“Relevant Spot Exchange Rate”** means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

### **3. Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences**

#### **(a) Hedging Disruption, Increased Cost of Hedging and Insolvency Filing**

**“Hedging Disruption”** means, in respect of Securities that have one or more Dividend(s) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of the Issuer entering into and performing its obligations with respect to the Securities or any agreement entered into with the Hedge Counterparty by the Issuer of the Securities or (b) freely realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **“Affected Jurisdiction”**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction;

**“Increased Cost of Hedging”** means, in respect of Securities that have one or more Dividend(s) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Securities or (b) freely realise, recover or remit the proceeds of its Hedge Positions;

**“Insolvency Filing”** means, in respect of Securities that have one or more Dividend(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under

any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing;

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to Dividend(s) or of the occurrence of an Insolvency Filing relating to Dividend(s) (the "**Affected Underlying**"), the Calculation Agent may:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an "**Early Redemption Event**" or a "**Cancellation Event**" respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

**(b) Change in Law**

"**Change in Law**" means, in respect of Securities that have one or more Dividend(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions (as defined in Part 1 – (a) above) or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the "**Affected Underlying**");

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying in respect of such Change in Law, either to:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an "**Early Redemption Event**" or a "**Cancellation Event**" respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

### **PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Equity Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or the Optional Redemption Amount and/or the Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent's specified address.

### **ADR SUB-ANNEX**

Any reference in this ADR Sub-Annex to an 'Equity Linked Security' or 'Equity Linked Securities' shall be to such Equity Linked Security or Equity Linked Securities to which this ADR Sub-Annex is stated to apply in the applicable Offering Circular Supplement.

#### **PART 1 – DEFINITIONS RELATING TO ADRs**

##### **(a) General Definitions**

“**ADR**” means an American depositary receipt (or the American depositary receipts in case of a Basket) representing shares issued by a Company and which constitute Deposited Securities, specified as Underlying in the applicable Offering Circular Supplement, subject to adjustment pursuant to the provisions of “*Adjustments and Extraordinary Events Relating to ADRs*” in Part 2 – 1 below;

“**Averaging Date**” means, in respect of a Valuation Date and an ADR, each date specified as such in the applicable Offering Circular Supplement for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for an ADR*” in Part 1 – (c) below;

“**Basket**” means a basket composed of the ADR (each an Underlying) in the relative proportions or numbers of ADR specified in the applicable Offering Circular Supplement;

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities;

“**Closing Price**” means in respect of an ADR, the official closing price of such ADR on the relevant Exchange, as adjusted (if applicable) pursuant to the provisions of Part 2 – 1(d) below;

“**Company**” means, in respect of an ADR, the issuer of the Deposited Securities related to such ADR;

“**Deposit Agreement**” means the deposit agreement between the Company that has issued the shares that are Deposited Securities and the Depositary pursuant to which an ADR was issued;

“**Depository**” means the depository appointed in the Deposit Agreement or any successor to it from time to time in such capacity;

“**Deposited Securities**” means the shares issued by a Company held by the Depository under the Deposit Agreement pursuant to which an ADR evidencing such Deposited Securities was issued;

“**Exchange(s)**” means, in respect of an ADR, the corresponding exchange or quotation system specified in the applicable Offering Circular Supplement, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the ADR, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ADR, on such temporary substitute exchange or quotation system as on the original Exchange). In respect of Deposited Securities, “**Exchange**” means the primary exchange or market of trading of such Deposited Securities;

“**Exchange Business Day**” means, in respect of an ADR, (or, in the case of a Basket of ADR, in respect of any ADR comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

“**Hedge Counterparty**” means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer’s obligations to make any payment in respect of the relevant Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of the Issuer’s obligations in respect of an Equity Linked Security;

“**Intraday Price**” means, in respect of an ADR, the price of such ADR on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price; and

“**Related Exchange(s)**” means, in respect of an ADR (and the Deposited Securities), each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such ADR or Deposited Securities, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to an ADR or Deposited Securities, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such ADR or Deposited Securities, on such temporary substitute exchange or quotation system as on the original Related Exchange).

**(b) Definitions and provisions relating to valuation and Market Disruption Event**

“**Disrupted Day**” means, in respect of an ADR (or, in the case of a Basket of ADR, in respect of any ADR comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred;

“**Market Disruption Event**” means, in respect of an ADR issued pursuant to a Deposit Agreement, 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 ends at the relevant Valuation Time or (iii) an Early Closure. For the purpose hereof:

- (i) “**Trading Disruption**” means, in respect of an ADR and the Deposited Securities relating to such ADR, any suspension of or limitation imposed on trading by the

relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the ADR or the Deposited Securities relating to such ADR on the Exchange or (b) in futures or options contracts relating to the ADR or the Deposited Securities relating to such ADR on any relevant Related Exchange;

- (ii) **“Exchange Disruption”** means, in respect of an ADR and the Deposited Securities relating to such ADR, 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 (a) the ADR or the Deposited Securities relating to such ADR on the Exchange, or (b) futures or options contracts relating to the ADR or the Deposited Securities relating to such ADR on any relevant Related Exchange; and
- (iii) **“Early Closure”** means, the closure on any Exchange Business Day of (a) , the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day,

for the avoidance of doubt, a Disrupted Day will be deemed to have occurred with respect to an ADR if a Disrupted Day has occurred with respect to the related Deposited Securities;

**“Scheduled Closing Time”** means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours;

**“Scheduled Trading Day”** means, in respect of an ADR (or, in the case of a Basket of ADR, in respect of any ADR comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session;

**“Valuation Date”** means, in respect of an ADR, each date specified as such in the applicable Offering Circular Supplement (or, if such date is not a Scheduled Trading Day for such ADR, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of *“Consequences of Disrupted Days for an ADR”* in Part 1 – (c) below; and

**“Valuation Time”** means, in respect of an ADR, the Scheduled Closing Time provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

**(c) Consequences of Disrupted Days for an ADR**

If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the **“Scheduled Valuation Date”** and the **“Scheduled Averaging Date”** respectively), is a Disrupted Day for an ADR, the Valuation Date or the Averaging Date (as the case may be) for such ADR shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that ADR , unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

- (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date (as the case may be), for the ADR notwithstanding the fact that such day is a Disrupted Day; and
- (ii) the Calculation Agent shall determine its good faith estimate of the value of the ADR as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the ADR so calculated shall be deemed the Closing Price.

Provided that if the ADR is included in a Basket, the above provisions shall apply only to the ADR affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each ADR not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date,

provided however that:

- (A) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in Part 1 – (c)(ii) above, and the good faith estimate of the value of the ADR so calculated shall be deemed the Closing Price;
- (B) notwithstanding the foregoing in respect of any Securities, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in Part 1 – (c)(ii) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the ADR so calculated shall be deemed the Closing Price.

**PART 2 – ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY/EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING, INSOLVENCY FILING AND CHANGE IN LAW RELATING TO ADRs**

**1. Adjustments and Extraordinary Events relating to ADRs**

**(a) Potential Adjustment Events**

“**Potential Adjustment Event**” means, in relation to an ADR, any of the following:

- (i) a subdivision, consolidation or reclassification of the Deposited Securities underlying such ADR (unless resulting in a Merger Event), including, for the avoidance of doubt, a stock split or reverse stock split, or a free distribution or dividend of any such Deposited Securities to existing holders by way of bonus, capitalisation or similar issue;

- (ii) a distribution, issue or dividend to existing holders of the Deposited Securities underlying such ADR of (a) such Deposited Securities, (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 Deposited Securities, (c) share capital, 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 (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by the Company in respect of Deposited Securities underlying such ADR that are not fully paid;
- (v) a repurchase by the Company or any of its subsidiaries of Deposited Securities underlying such ADR whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) 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 event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the Deposited Securities that affects theoretical value of the ADR.

Following the occurrence of any Potential Adjustment Event as defined above, the Calculation Agent will, as soon as reasonably practicable after it becomes aware of such event determine whether such Potential Adjustment Event has a diluting or concentrative effect on the Deposited Securities that affects the theoretical value of the ADR.

An event that has a diluting or concentrative effect on the Deposited Securities will affect the theoretical value of the ADR unless (and to the extent that) the Company or the Depositary, pursuant to its authority (if any) under the Deposit Agreement, elects to adjust the number of the Deposited Securities that are represented by each ADR such that the price of the ADR will not be affected by any such event (as determined by the Calculation Agent), in which case the Calculation Agent will make no adjustment. If the Company or the Depositary elects not to adjust the number of Deposited Securities that are represented by an ADR or makes an adjustment that the Calculation Agent determines not to have been adequate, then the Calculation Agent may, in its discretion, make the necessary adjustment to the elements relating to the Underlying used to determine any settlement or payment terms under the Securities and/or any other terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities and determine the effective date of that adjustment. The Depositary may also have the ability pursuant to the Deposit Agreement to make adjustments in respect of the ADR for share distributions, rights distributions, cash distributions and distributions other than shares, rights and cash. Upon any such adjustment by the Depositary, the Calculation Agent may, in its discretion, make the necessary adjustments as the Calculation Agent deems appropriate to account for such event.

In its determinations of the existence and extent of any dilutive or concentrative effect on the Deposited Securities that affects the theoretical value of the ADR of any Potential Adjustment Event, and any related adjustments to the terms of the Securities, the Calculation Agent shall

take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by an Offshore Investor in connection with such Potential Adjustment Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by a Related Exchange to options on the Deposited Securities traded on such Related Exchange.

**Definitions applicable to this section:**

“**Local Taxes**” shall mean taxes, duties, and similar charges imposed by the taxing authority of the country in which the Company has been incorporated or in which the Exchange on which the Deposited Securities are listed is located; and

“**Offshore Investor**” shall mean a holder of Deposited Securities who is an institutional investor not resident in the country in which the Company has been incorporated or in which the Exchange on which the Deposited Securities are listed is located (the “**Local Jurisdiction**”), for the purposes of the tax laws and regulations of the Local Jurisdiction and, for the avoidance of doubt, whose jurisdiction of residence (a) shall be determined by the Calculation Agent and (b) may be the jurisdiction of Societe Generale or one of its affiliates.

**(b) Extraordinary Events**

- (i) Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of the opening of an Offering Period relating to a Merger Event, a De-merger Event, a De-listing Event, an Insolvency, a Nationalisation or a Participation Event, in respect of an ADR (an “**Affected ADR**”), then during such Offering Period, the Calculation Agent may decide in good faith to apply Method of Substitution with respect to the Affected ADR.
- (ii) If the Calculation Agent decides not to apply Method of Substitution during the Offering Period with respect to the Affected ADR, then:
  - (A) in respect of a Merger Event, from the Merger Date, and/or upon consummation of the Merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, shall apply either:
    - (1) Share-for-Share Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity or Expiration Date, or Early Redemption/Cancellation;
    - (2) Share-for-Other Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity or Expiration Date, or Early Redemption/Cancellation; or
    - (3) Share-for-Combined Merger Event: Alternative Obligation and/or Method of Substitution or Monetisation until the Maturity or Expiration Date, or Early Redemption/Cancellation,
  - (B) in the case of a Merger Event affecting two ADR comprised in a Basket, the Calculation Agent will either:
    - (1) continue with the American depository receipt resulting from the Merger Event and in order to maintain the original number of companies in the Basket, a Substitute Share or Substitute ADR (as applicable) will be selected and included in the Basket;
    - (2) substitute both ADR with two Substitute Shares or Substitute ADR selected as described in the Method of Substitution;

- (3) apply the Monetisation until the Maturity Date or Expiration Date; or
  - (4) apply the Early Redemption or Cancellation,
- (C) in respect of a De-merger Event, from the De-merger Date, and/or upon consummation of the De-merger Event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, will either:
- (1) replace the Affected ADR with the shares or American depository receipts of the successor companies;
  - (2) substitute one or more share(s) or American depository receipt(s) resulting from such De-merger Event pursuant to the Method of Substitution;
  - (3) apply the Monetisation until the Maturity Date or Expiration Date; or
  - (4) apply the Early Redemption or Cancellation,

it being understood that, in the case of a Basket, the Calculation Agent shall maintain the initial number of companies in the Basket and that in the case where the Calculation Agent has elected to substitute the Affected ADR with several shares or American depository receipts resulting from such De-merger Event, such shares or American depository receipts shall be placed in a sub-basket and considered as one component of the Basket;

- (D) in respect of a De-listing Event or a Nationalisation, from the effective date of such event, until the sixtieth Business Day thereafter, the Calculation Agent, acting in good faith, may, but is not obliged to, apply the Method of Substitution or the Monetisation until the Maturity/Expiration Date or the Early Redemption/Cancellation;
- (E) in respect of an Insolvency, the Calculation Agent will decide, either:
- (1) that the Affected ADR will be substituted pursuant to the Method of Substitution;
  - (2) that the value of the relevant component in the formula used to determine the amount to be paid or whether a condition has occurred, if any, as described in the applicable Offering Circular Supplement, representing the Affected ADR will be accounted by the Calculation Agent for its fair market value determined at any time as from the date of occurrence of such Insolvency until the last Valuation Date or the last Averaging Date. The determination of the fair market value shall depend upon the liquidity of the market and the trading conditions relating to the ADR affected at the time of calculation;
  - (3) to apply the Monetisation until the Maturity Date (in the case of Notes) or Monetisation until the Expiration Date (in the case of Warrants); or
  - (4) to apply the Early Redemption or Cancellation,
- (F) in respect of a Participation Event from the effective date of such event until the sixtieth Business Day thereafter, the Calculation Agent may, but is not obliged to, select a Substitute Share or Substitute ADR for the Affected ADR pursuant to the Method of Substitution.

- (iii) Notwithstanding anything herein to the contrary, the Calculation Agent shall use its reasonable endeavours at all times to maintain the original number of companies in the Basket as Companies hereunder.

**Definitions applicable to this section:**

**“Alternative Obligation”** means:

- (i) if, in respect of a Share-for-Share Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date the New Shares and the issuer of the Deposited Securities related to such New Shares will be deemed the **“ADR”** and the Company, respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Securities on the basis of the number of New Shares (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of the relevant number of ADR immediately prior to the occurrence of the Merger Event would be entitled upon consummation of the Merger Event;
- (ii) if, in respect of a Share-for-Other Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the relevant Merger Date, the Calculation Agent will adjust any relevant terms of the Securities on the basis of 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 the relevant number of ADR would be entitled upon consummation of the Merger Event and, if necessary, any relevant terms of the Notes; and
- (iii) if, in respect of a Share-for-Combined Merger Event, the Calculation Agent decides to apply Alternative Obligation, then on or after the Merger Date the New Shares and the Other Consideration will be deemed the **“ADR”** and the issuer of the Deposited Securities related to such New Shares will be deemed the Company respectively, and, if necessary, the Calculation Agent will adjust any relevant terms of the Securities on the basis of the number of New Shares and 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 the relevant number of ADR would be entitled upon consummation of the Merger Event;

**“Cancellation”** means that there will be a cancellation of the Warrants in accordance with the provisions of Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Warrants;

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

**“De-listing Event”** means, in respect of an ADR, that such ADR (or Deposited Securities related to such ADR): (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is 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 within the European Union, in any Member State of the European Union) or (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant ADR (or Deposited Securities related to such ADR)) or (c) the Deposit Agreement is terminated;

**“De-merger Event”** means, in respect of any ADR, that the Company relevant to such ADR is affected by a de-merger including, without limitation, a spin off, scission or any operation of a similar nature;

**“De-merger Date”** means the date on which a De-merger Event becomes effective;

**“Early Redemption”** means that there will be an early redemption of the Notes in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) of the Conditions of the Notes;

**“Fixing Period”** means the period subject to a maximum of ten Exchange Business Days, which shall expire no later than 90 Business Days following the Merger Date, the De-merger Date or the effective date of the De-listing Event, Nationalisation, Insolvency or Participation Event) during which:

- (i) the Hedge Counterparty sells the Affected ADR, the New Shares and/or the Other Consideration, (as the case may be), on the basis of the weighted average of the closing prices of the relevant assets traded by the Hedge Counterparty with regards to the relevant Securities, as observed during such Fixing Period; and
- (ii) the proceeds of such sale are re-invested in the Substitute Shares, Substitute ADR and/or New Shares accordingly during the said Fixing Period on the basis of the weighted average of the closing prices of such Substitute Shares, Substitute ADR and/or New Shares traded by the Hedge Counterparty with regards to the relevant Securities, as observed during such Fixing Period,

**“Insolvency”** means, in respect of a Company, voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, such Company, as determined in good faith by the Calculation Agent;

**“Merger Date”** means, in respect of Deposited Securities underlying an ADR, the date upon which holders of the necessary number of the relevant Deposited Securities (other than, in the case of a takeover offer, Deposited Securities owned or controlled by the offeror) to constitute a Merger Event have agreed or have irrevocably become obliged to transfer their Deposited Securities;

**“Merger Event”** means, in respect of any ADR issued pursuant to a Deposit Agreement:

- (i) any reclassification or change of the Deposited Securities underlying such ADR (including the change of currency reference of such Deposited Securities) that results in a transfer of or an irrevocable commitment to transfer all of such Deposited Securities outstanding to another entity or person;
- (ii) any consolidation, amalgamation, merger or binding share exchange of the relevant Company with or into another entity (other than a consolidation, amalgamation or merger in which such Company is the continuing entity and which does not result in a reclassification or change of all of the outstanding Deposited Securities underlying such ADR);
- (iii) other 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 Deposited Securities underlying such ADR that results in a transfer of or an irrevocable commitment to transfer all or part of such Deposited Securities (other than any of such Deposited Securities owned or controlled by the offeror);
- (iv) any consolidation, amalgamation, merger or binding share exchange of the relevant Company or its subsidiaries with or into another entity in which such Company is the continuing entity and which does not result in a reclassification or change of all of the outstanding Deposited Securities underlying such ADR but results in the outstanding Deposited Securities (other than Deposited Securities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Deposited Securities immediately following such event; or
- (v) 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 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Company,

as determined by the Calculation Agent based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant,

**“Method of Substitution”** means that in the case of a Merger Event, De-merger Event, De-listing Event, Nationalisation, Insolvency or Participation Event (regardless of the consideration to be received), in respect of an Affected ADR, the Calculation Agent may consider that the Affected ADR, the New Shares and/or, all or part of the Other Consideration (as the case may be) is/are converted into cash and that the proceeds will be reinvested either (a) into a share or a new American depository receipt of the same economic sector or into a share or an American depository receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected ADR (the Substitute Share or the Substitute ADR, as the case may be) or (b) in the case of Combined Consideration into New Shares. In the event of Other Consideration to be received in cash, in the future, the Calculation Agent may consider that the cash to be received in the future is discounted in order to immediately re-invest the proceeds then procured in accordance with (a) and (b) above.

The sale of the Affected ADR, the New Shares and/or the Other Consideration shall be deemed to take place during the Fixing Period. The Substitute Share or the Substitute ADR, as the case may be, and the company issuing such Substituted Share (or, in the case of an ADR, the company issuing the Deposited Securities related to such ADR) will be deemed an **“ADR”** and the **“Company”** respectively, and the Calculation Agent will adjust any relevant terms of the Notes.

For information purposes, it is understood that in all cases described herein where an ADR is substituted, on any date “t”, with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Offering Circular Supplement, shall not be affected by the substitution on such date “t” in respect of the Substitute Share or Substitute ADR and would mean the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date “t” is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ADR on such date “t”.

**“Nationalisation”** means that all the Deposited Securities related to an ADR or all or substantially all of the assets of a Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

**“New Shares”** means shares or ADR (whether of the offeror or a third party) that are listed or quoted on a recognised exchange involved in the application of Method of Substitution or Alternative Obligation as determined by the Calculation Agent;

**“Offering Period”** means the period from and including the date on which the Merger Event, the De-listing Event, the De-merger Event, the Insolvency, the Nationalisation or the Participation Event is publicly and officially announced to but excluding the Merger Date or the De-merger Date or the effective date of the De-listing Event, the Insolvency, the Nationalisation or the Participation Event;

**“Other Consideration”** means cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party);

**“Participation Event”** means that a Company (whose ADR form part of a Basket) takes a stake exceeding 20 per cent. of another Company whose ADR (which shall be the Affected ADR in respect of such Participation Event) also form part of the Basket;

**“Share-for-Combined Merger”** Event means, in respect of a Merger Event, that the consideration for the relevant ADR consists of Combined Consideration;

**“Share-for-Other Merger Event”** means, in respect of a Merger Event, that the consideration for the relevant ADR consists solely of Other Consideration; and

**“Share-for-Share Merger Event”** means, in respect of a Merger Event, that the consideration for the relevant ADR consists (or, at the option of the holder of such ADR, may consist) solely of New Shares.

**(c) Stop-Loss Event relating to an ADR**

If on any Exchange Business Day between the initial Valuation Date (excluded) and the last Valuation Date (included), the Closing Price of an ADR is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the **“Affected ADR”** and the event, the **“Stop-Loss Event”**), then:

- (i) the Calculation Agent may decide to substitute the Affected ADR by a new share or American depositary receipt issued by a company of a similar international standing or creditworthiness as the Company related to the Affected ADR (the **“Substitute Share”** or **“Substitute ADR”**, as the case may be) and will adjust any relevant terms of the Notes accordingly;
- (ii) the Calculation Agent may decide to continue with the Affected ADR; or
  - (A) if the Calculation Agent has neither retained any Substitute Share or Substitute ADR nor decided to continue with the Affected ADR, the Calculation Agent may either:
    - (1) apply Monetisation until the Maturity Date or Expiration Date; or
    - (2) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (Technical Annex Redemption) or Condition 24(d) (Technical Annex Cancellation) of the Conditions of the Securities, as the case may be,

for information purposes, it is understood that in all cases described herein where an ADR is substituted, on any date “t”, with a Substitute Share or Substitute ADR, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Offering Circular Supplement, shall not be affected by the substitution on such date “t” in respect of the Substitute Share or Substitute ADR and would mean that the closing price of such Substitute Share or Substitute ADR on the relevant Exchange on the date “t” is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ADR on such date “t”.

**(d) Correction of the Closing Price of an ADR**

In the event that any price or level published on the Exchange and which is utilised for any calculation or determination made under the Securities is subsequently corrected and the correction is published and made available to the public by the Exchange after the original publication but no later than (i) in the case of Notes, four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Offering Circular Supplement) or (ii) in the case of Warrants, the earlier of (x) the Actual Exercise Date in respect of any Warrant and (y) the fourth Business Day prior to the Expiration Date, the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Securities to account for such correction.

## 2. Monetisation until the Maturity/Expiration Date

### (a) Monetisation until the Maturity Date (in respect of Notes only)

(i) In respect of any Intermediate Amount, the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(1) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding

Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Minimum Intermediate Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

(ii) in respect of any Optional Redemption Amount, the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified

Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Optional Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

(iii) in respect of the Final Redemption Amount, the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities

in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

(b) **Monetisation until the Expiration Date (in respect of Warrants only)**

(i) If, in relation to Warrants only, “Issuer Call Option” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

in respect of any Optional Cancellation Amount, the Issuer shall no longer be liable for the payment of the Optional Cancellation Amount on the Optional Cancellation Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Cancellation Amount**”), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between:
- (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and
  - (2) an amount equal to the Optional Minimum Cancellation Amount,
- for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,
- (ii) in respect of the Settlement Amount, the Issuer shall no longer be liable for the payment of the Settlement Amount as defined in the applicable Offering Circular Supplement on the Expiration Date, but instead will, in full and final satisfaction of its obligations:
- (A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and
- (2) an amount equal to the Minimum Settlement Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Where Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B) above applies to any Warrant, no Holder of such Warrants shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and such Warrants shall be settled only in accordance with the foregoing Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B), as the case may be.

**Definitions applicable to this section:**

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Hedge Counterparty in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, such amount to be apportioned *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be;

**“Compounding Date”** means, in respect of a Calculation Period, each Business Day of such Calculation Period;

**“Compounding Method”** means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period;

**“Compounding Period”** means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

**“Compounding Period Amount”** means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

**“Compounding Rate”** means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period;

**“Day Count Fraction”** means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360;

**“Expiration Date”** means the date specified as such in the Offering Circular Supplement of the relevant Warrant;

**“Full Liquidation Date”** means, in respect of the Maturity Date or Expiration Date, the date on which the liquidation proceeds of the Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, apportioned pro rata to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or Expiration Date, as the case may be, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions;

**“Intermediate Amount”** means either an Interest Amount or an Instalment Amount;

**“Intermediate Full Liquidation Date”** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Intermediate Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note;

“**Intermediate Payment Date**” means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Maturity Date**” means the date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Optional Cancellation Amount**” means the amount specified as such in the Offering Circular Supplement of the relevant Warrants;

“**Optional Cancellation Date**” means the date specified as such in the Offering Circular Supplement of the relevant Warrants;

“**Optional Full Liquidation Date**” means, in respect of an Optional Redemption Date or an Optional Cancellation Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

“**Optional Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date or an Optional Cancellation Date, apportioned *pro rata* to each outstanding Security;

“**Optional Redemption Amount**” means the amount specified as such in the Offering Circular Supplement of the relevant Notes;

“**Optional Redemption Date**” means the date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Relevant Spot Exchange Rate**” means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

### **3. Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences - Change in Law and consequences**

#### **(a) Hedging Disruption, Increased Cost of Hedging and Insolvency Filing**

“**Hedging Disruption**” means, in respect of Securities that have one or more ADR(s) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Securities or the agreement entered into with the Hedge Counterparty by the Issuer of the Securities; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the “**Affected Jurisdiction**”) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction;

“**Increased Cost of Hedging**” means, in respect of Securities that have one or more ADR(s) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the hedge Counterparty enters into the Hedge

Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Securities or (b) freely realise, recover or remit the proceeds of its Hedge Positions; and

**“Insolvency Filing”** means, in respect of Securities that have one or more ADR(s) as Underlying(s) that the Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Company shall not be deemed an Insolvency Filing.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to an ADR or of the occurrence of an Insolvency Filing relating to an ADR (the **“Affected Underlying”**), the Calculation Agent may:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter, an **“Early Redemption Event”** or a **“Cancellation Event”** respectively). In that case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation until the Maturity/Expiration Date (as defined above).

**(b) Change in Law**

**“Change in Law”** means in respect of Securities that have one or more ADR(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain the agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the **“Affected Underlying”**).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying in respect of such Change in Law, either to:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter, an **“Early Redemption Event”** or a **“Cancellation Event”** respectively). In that case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable in accordance with the

provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;

- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation until the Maturity Date or Expiration Date (as defined above).

### **PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Equity Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or the Optional Redemption Amount and/or the Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent's specified address.

### **ETF SUB-ANNEX**

Any reference in this ETF Sub-Annex to an 'Equity Linked Security' or 'Equity Linked Securities' shall be to such Equity Linked Security or Equity Linked Securities to which this ETF Sub-Annex is stated to apply in the applicable Offering Circular Supplement.

### **PART 1 – DEFINITIONS RELATING TO ETF**

#### **(a) General Definitions**

“**Averaging Date**” means, in respect of a Valuation Date and an ETF, each date specified as such in the applicable Offering Circular Supplement for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for an ETF*” in Part 1 – (c) below;

“**Basket**” means a basket composed of the ETF (each an Underlying) in the relative proportions or numbers of ETF specified in the applicable Offering Circular Supplement;

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities;

“**Closing Price**” means in respect of an ETF, the official closing price of such ETF on the relevant Exchange, as adjusted (if applicable) pursuant to the provisions of Part 2 below;

“**ETF**” means the exchange traded fund (or the exchange traded funds in case of a Basket) specified as Underlying in the applicable Offering Circular Supplement, subject to adjustment pursuant to the provisions of “*Adjustments and Extraordinary Events relating to ETF*” in Part 2 – 1 below;

**“ETF Documents”** means, in respect of any ETF, the constitutive and governing documents and other agreements of the ETF specifying the terms and conditions relating to such ETF;

**“ETF Service Provider”** means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, for that ETF, whether or not specified in the ETF Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such ETF (the ETF Adviser), trustee or similar person with the primary administrative responsibilities for such ETF, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent;

**“ETF Unit”** or **“Unit”** means, in respect of any ETF, a share or unit of such ETF;

**“Exchange(s)”** means, in respect of an ETF, the corresponding exchange or quotation system specified in the applicable Offering Circular Supplement, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETF, on such temporary substitute exchange or quotation system as on the original Exchange);

**“Exchange Business Day”** means, in respect of the ETF, (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately) any Scheduled Trading Day on which each relevant Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

**“Full Liquidation Date”** means the Note Full Liquidation Date (in the case of Notes) or the Warrant Full Liquidation Date (in the case of Warrants) as the context requires;

**“Hedge Counterparty”** means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer’s obligations to make any payment in respect of the relevant Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

**“Hypothetical Hedge Positions”** means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant ETF due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, as applicable, apportioned pro rata to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or the Expiration Date, as the case may be, then Hypothetical Hedge Positions in respect of such Securities will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions;

**“Hypothetical Investor”** means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the ETF Units), located in France (which for the avoidance of doubt may be the Hedge Counterparty), and deemed, in respect of the Hypothetical Hedge Positions constituted by the ETF, to have (a) the benefits and obligations, as provided under the ETF Documents, of an investor holding the ETF; (b) in the case of any deemed redemption of such ETF, to have submitted a Valid Order requesting redemption of the ETF; and (c) in the case of any deemed investment in such ETF, to have submitted a Valid Order requesting subscription of the ETF;

**“Intermediate Amount”** means either an Interest Amount or an Instalment Amount;

**“Intermediate Full Liquidation Date”** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor;

**“Intermediate Hypothetical Hedge Positions”** means, in the case of Notes only, any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant ETF due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note;

**“Intermediate Payment Date”** means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Intraday Price”** means, in respect of an ETF, the price of such ETF on the relevant Exchange at any time during a trading session on an Exchange Business Day, including the Closing Price;

**“Maturity Date”** means, in the case of Notes only, the date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Note Full Liquidation Date”** means, in the case of Notes only, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor;

**“Optional Cancellation Amount”** means, in the case of Warrants only, the amount specified as such in the Offering Circular Supplement of the relevant Warrants;

**“Optional Cancellation Cut-Off Date”** means, with respect to an Optional Cancellation Date, the Business Day preceding such Optional Cancellation Date by a number of Business Days or calendar days equal to the number of Business Days or calendar days of the notice period (as specified in the applicable Offering Circular Supplement);

**“Optional Cancellation Date”** means, in the case of Warrants only, the date specified as such in the Offering Circular Supplement of the relevant Warrants;

**“Optional Full Liquidation Date”** means, in respect of an Optional Redemption Date or an Optional Cancellation Date, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor;

**“Optional Hypothetical Hedge Positions”** means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in the ETF, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant ETF due on an Optional Redemption Date or Optional Cancellation Date, as the case may be, apportioned *pro rata* to each outstanding Note or outstanding Warrant (as applicable);

“**Optional Redemption Amount**” means, in the case of Notes only, the amount specified as such in the Offering Circular Supplement of the relevant Notes;

“**Optional Redemption Date**” means the date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Related Exchange(s)**” means, in respect of an ETF, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such ETF, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to an ETF, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such ETF, on such temporary substitute exchange or quotation system as on the original Related Exchange);

“**Valid Order**” means a valid and timely subscription or redemption order sent to the ETF or the ETF Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the ETF Documents;

“**Warrant Full Liquidation Date**” means, in the case of Warrants only, the date on which the liquidation proceeds of the relevant Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor;

**(b) Definitions and provisions relating to valuation and Market Disruption Event**

“**Disrupted Day**” means, in respect of an ETF (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately), any Scheduled Trading Day on which (a) a relevant Exchange or Related Exchange fails to open for trading during its regular trading session or (b) a Market Disruption Event has occurred;

“**Market Disruption Event**” means, in respect of an ETF, 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 ends at the relevant Valuation Time or (iii) an Early Closure. For the purpose hereof:

- (i) “**Trading Disruption**” means, in respect of an ETF, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the ETF on the Exchange or (b) in futures or options contracts relating to the ETF on any relevant Related Exchange;
- (ii) “**Exchange Disruption**” means, in respect of an ETF, 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 (a) the ETF on the Exchange, or (b) futures or options contracts relating to the ETF on any relevant Related Exchange; and
- (iii) “**Early Closure**” means the closure on any Exchange Business Day of (a) the relevant Exchange, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day,

“**Scheduled Closing Time**” means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours;

“**Scheduled Trading Day**” means, in respect of an ETF (or, in the case of a Basket of ETF, in respect of any ETF comprising the Basket and observed separately), any day on which each Exchange and each Related Exchange, if any, are scheduled to be open for trading for their respective regular trading session;

“**Valuation Date**” means, in respect of an ETF, each date specified as such in the applicable Offering Circular Supplement (or, if such date is not a Scheduled Trading Day for such ETF, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for an ETF*”; and

“**Valuation Time**” means, in respect of an ETF, the Scheduled Closing Time, provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

**(c) Consequences of Disrupted Days for an ETF**

If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the “**Scheduled Valuation Date**” and the “**Scheduled Averaging Date**” respectively), is a Disrupted Day for an ETF, the Valuation Date or the Averaging Date for such ETF shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that ETF, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

- (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date for the ETF, notwithstanding the fact that such day is a Disrupted Day; and
- (ii) the Calculation Agent shall determine its good faith estimate of the value of the ETF as of the Valuation Time on that eighth Scheduled Trading Day and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price.

Provided that if the ETF is included in a Basket, the above provisions shall apply only to the ETF affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each ETF not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date,

provided however that:

- (A) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in Part 1 – (c)(ii) above, and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price;
- (B) notwithstanding the foregoing, in respect of any Securities, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date

(postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in Part 1 – (c)(ii) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the value of the ETF so calculated shall be deemed the Closing Price.

## **PART 2 – ADJUSTMENTS AND EXTRAORDINARY EVENTS RELATING TO ETF, MONETISATION UNTIL THE MATURITY DATE OR EXPIRATION DATE**

### **1. Adjustments and Extraordinary Events relating to ETF**

#### **(a) Potential Adjustment Events**

In the case of the occurrence at any time on or after the Issue Date of any event affecting an ETF including, without limitation:

- (i) a subdivision, consolidation or reclassification of the relevant number of ETF Units, or a free distribution or dividend of any such ETF Units to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant ETF Units of (a) an additional quantity of such ETF Units, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Units, or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF 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) an extraordinary dividend;
- (iv) repurchase by the ETF of relevant ETF Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of ETF Units initiated by an investor in such ETF that is consistent with the ETF Documents; or
- (v) any other event that may have a diluting or concentrative effect on the theoretical value of the ETF or quantity of ETF Units;

the Calculation Agent may adjust any relevant terms of the Securities to preserve the economic equivalent of the obligations of the Issuer under the Securities.

#### **(b) Extraordinary Events**

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an “**Extraordinary Event**”) on or after the Issue Date:

- (i) “**Change in Law**” means that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions (including the relevant ETF Units) or it has become illegal to maintain the agreement entered into by the Hedge Counterparty with the ETF or an

ETF Service Provider mentioned in “**Breach or Termination of Agreement**” in (B) below, or (y) the Issuer and/or the Hedge Counterparty will incur a materially increased cost in performing its obligations under such Securities or the agreement entered into by the Hedge Counterparty or the Issuer of the Securities with the ETF or the ETF Service Provider mentioned in “**Breach or Termination of Agreement**” in (B) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

- (ii) “**Breach or Termination of Agreement**” means any failure by the ETF or an ETF Service Provider, as the case may be, to comply with or perform any agreement entered into by the ETF or an ETF Service Provider with the Hedge Counterparty, defining the terms and conditions at which the Hedge Counterparty may make subscriptions and/or redemptions in the ETF Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the ETF Documents), including as the case may be the rebates of management fees to be paid to the Hedge Counterparty, the termination of such agreement by the ETF or an ETF Service Provider for reasons beyond the control of the Issuer and/or the Hedge Counterparty or the failing or ceasing of such agreement to be in full force and effect or the ETF or the ETF Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;
- (iii) “**Closure of the ETF**” means liquidation, winding up or dissolution of the ETF for any reason other than those mentioned in (vi) or (xi) below;
- (iv) “**ETF Adviser Event**” means that the Calculation Agent determines that over a period of twelve months, the total value of the assets managed by the ETF Adviser (including the ETF) has decreased by 50 per cent.(either due to redemptions or decrease in value of such assets);
- (v) “**ETF Hedging Disruption**” means that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions, in each case whether these events are imposed by the ETF without being envisaged in the ETF Documents on the Issue Date of the Securities or are already envisaged by the ETF Documents on the Issue Date of the Securities and are solely implemented by the ETF after such date;
- (vi) “**ETF Insolvency Event**” means, in respect of any ETF , that such ETF (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors, (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (ii) 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 such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) 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 (y) is not dismissed, discharged, stayed or restrained in each case within fifteen days of

the institution or presentation thereof; (d) 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; (e) 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 of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (f) 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) through (e) above;

- (vii) **“ETF Modification”** means any change or modification of the related ETF Documents prevailing on the Issue Date of the Securities, that could reasonably be expected to affect the value of such ETF or the rights or remedies of any holders thereof, as determined by the Calculation Agent;
- (viii) **“ETF Service Provider Event”** means (a) a change, resignation, termination or replacement of any ETF Service Provider, (b) a change of control or indirect control of any ETF Service Provider, (c) any of the ETF Service Provider is subject to an ETF Service Provider Insolvency Event, where **“ETF Service Provider Insolvency Event”** has the same meaning as ETF Insolvency Event described in (vi) above, except that ETF is replaced by ETF Service Provider or (d) in the reasonable opinion of the Calculation Agent, any of the ETF Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the ETF has occurred;
- (ix) **“Holding Ratio”** means the reduction of the ETF’s aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the ETF and/or its operating expenses or would increase the proportion of the ETF Units held, or likely to be held, by a Hypothetical Investor, or any funds managed by the Hedge Counterparty, to such extent that the full redemption in one single Valid Order of the ETF Units held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;
- (x) **“Increased Cost of Hedging”** means that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realize, recover or remit the proceeds of any such Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, provided that, assuming the Hypothetical Investor is the Hedge Counterparty, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedge Counterparty shall not be deemed an Increased Cost of Hedging;
- (xi) **“Insolvency”** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting an ETF, (a) all the ETF Units of that ETF are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the ETF Units of that ETF become legally prohibited from transferring or redeeming them;
- (xii) **“Merger Event”** means the conversion of the ETF Units into another class of fund units or securities, or the split of the ETF, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;

- (xiii) “**Nationalisation**” means that all the ETF Units or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (xiv) “**Regulatory Action**” means, with respect to any ETF, (a) cancellation, suspension or revocation of the registration or approval of such ETF by any governmental, legal or regulatory entity with authority over such ETF Units or ETF, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant ETF or its ETF Service Provider that is reasonably likely to have an adverse impact on the value of such ETF or on any investor therein (as determined by the Calculation Agent), or (c) such ETF or any of its ETF Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such ETF or ETF Service Provider;
- (xv) “**Reporting Disruption**” means, in respect of any ETF, any failure of such ETF to deliver, or cause to be delivered, (a) information that such ETF has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such ETF, or its authorized representative’s, normal practice and that the Calculation Agent deems necessary to monitor such ETF’s compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such ETF;
- (xvi) “**Strategy Breach**” means (a) any breach or violation of any strategy or investment guidelines stated in the related ETF Documents, that is reasonably likely to affect the value of the ETF or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the ETF from its risk profile prevailing on the Issue Date of the Notes by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the ETF invests or a reduction of the average liquidity of the assets of the ETF; and
- (xvii) “**De-listing Event**” means, in respect of an ETF, that such ETF: (a) ceases to be listed, traded or publicly quoted on the relevant Exchange or listing compartment of the relevant Exchange (for any reason other than a Merger Event or a tender offer) and is 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 within the European Union, in any Member State of the European Union); (b) has its listing, trading or public quotation maintained in inappropriate conditions in the opinion of the Calculation Agent (such conditions to include, without limitation, a lack of liquidity or the disappearance of the relevant futures and/or option contract of the relevant ETF),

then the Calculation Agent may:

- (i) consider such Extraordinary Event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter, an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;
- (ii) in the case of (xiii) above only, replace the ETF Units by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of ETF Units prior to such conversion, split,

consolidation, merger, sale or conveyance for the purposes of determining the value of the ETF and make any adjustment (if necessary) to the value of such ETF; or

(iii) determine that the Issuer will apply one of the following methods:

(A) Monetisation until the Maturity Date or Expiration Date (as defined below); or

(B) Substitution and the Calculation Agent shall (i) identify an exchange traded fund (the Substitute ETF) having an investment strategy similar to the investment strategy of the ETF affected by the Extraordinary Event (the Affected ETF) and (ii) may adjust any relevant terms of the Securities to preserve the economic equivalent of the obligations of the Issuer under the Securities,

for information purposes, it is understood that in all cases described herein where an ETF, a Share or ADR is substituted, on any date “t”, with a Substitute ETF, the value of the relevant component in the formula used to determine the amount to be paid as described in the applicable Offering Circular Supplement, shall not be affected by the substitution on such date “t” in respect of the Substitute ETF and would mean that the closing price of such Substitute ETF on the relevant Exchange on the date “t” is weighted by an appropriate linking coefficient so that it is equal to the closing price of the Affected ETF on such date “t”.

## **2. Monetisation until the Maturity/Expiration Date**

### **(a) Monetisation until the Maturity Date (in the case of Notes only)**

(i) in respect of any Intermediate Amount, the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving rise to the Monetisation until the Maturity Date, the Intermediate Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded);

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:
- (1) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving rise to the Monetisation until the Maturity Date, the Intermediate Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and
  - (2) an amount equal to the Minimum Intermediate Amount,
- for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,
- (ii) in respect of any Optional Redemption Amount, the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:
- (A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving rise to the Monetisation until the Maturity Date, the Optional Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional

Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving rise to the Monetisation until the Maturity Date, the Optional Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

- (2) an amount equal to the Optional Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

- (iii) in respect of the Final Redemption Amount, the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Note Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving rise to the Monetisation until the Maturity Date, the Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the

assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Note Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Note Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Note Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of such event giving rise to the Monetisation until the Maturity Date, the Hypothetical Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Note Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Note Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

**(b) Monetisation until the Expiration Date (in respect of Warrants only)**

- (i) If, in relation to Warrants only, “Issuer Call Option” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

in respect of any Optional Cancellation Amount, the Issuer shall no longer be liable for the payment of the Optional Cancellation Amount on the Optional Cancellation

Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded). For the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by a Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or
- (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Cancellation Amount**”), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between:
- (1) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and
- (2) an amount equal to the Optional Minimum Cancellation Amount,
- for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be

deemed to be used in priority to extinguish any liability, if any, incurred by a Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

(ii) in respect of the Settlement Amount, the Issuer shall no longer be liable for the payment of the Settlement Amount as defined in the applicable Offering Circular Supplement on the Expiration Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Warrant Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Warrant Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Warrant Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Warrant Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Warrant Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Warrant Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and

(2) an amount equal to the Minimum Settlement Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by a Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Where Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B) above applies to any Warrant, no Holder of such Warrants shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and such Warrants shall be settled only in accordance with the foregoing Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B), as the case may be.

**Definitions applicable to this section:**

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by a Hypothetical Investor in connection with the termination, liquidation or re-establishment of the Intermediate Hypothetical Hedge Positions, the Optional Hypothetical Hedge Positions, and/or the Hypothetical Hedge Positions, as the case may be, such amount to be apportioned *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be;

“**Compounding Date**” means, in respect of a Calculation Period, each Business Day of such Calculation Period;

“**Compounding Method**” means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period;

“**Compounding Period**” means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

“**Compounding Period Amount**” means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

“**Compounding Rate**” means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period;

“**Day Count Fraction**” means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360; and

“**Relevant Spot Exchange Rate**” means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

**PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Equity Technical Annex applies, the Calculation Agent responsible for

calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or the Optional Redemption Amount and/or the Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent's specified address.

## INDEX SUB-ANNEX

Any reference in this Index Sub-Annex to an 'Equity Linked Security' or 'Equity Linked Securities' shall be to such Equity Linked Security or Equity Linked Securities to which this Index Sub-Annex is stated to apply in the applicable Offering Circular Supplement.

### PART 1 – DEFINITIONS RELATING TO INDICES

#### (a) General Definitions

“**Averaging Date**” means, in respect of a Valuation Date and an Index, each date specified as such in the applicable Offering Circular Supplement for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for an Index*” in Part 1 – (c) below;

“**Basket**” means a basket composed of the Indices (each an Underlying) in the relative proportions or numbers of Indices specified in the applicable Offering Circular Supplement;

“**Business Day**” means a "Business Day" as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities;

“**Closing Price**” means, in respect of an Index, the official closing level of the Index published and announced by the Index Sponsor as adjusted (if applicable) pursuant to the provisions of Part 2 below;

“**Exchange(s)**” means, in respect of an Index, the corresponding exchange or quotation system specified in the applicable Offering Circular Supplement, or any successor exchange or quotation system or any substitute exchange or quotation system to which trading in the shares underlying such Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such shares underlying an Index, on such temporary substitute exchange or quotation system as on the original Exchange;

“**Exchange Business Day**” means, in respect of an Index (or, in the case of a Basket of Indices, each Index comprising the Basket and observed separately), any Scheduled Trading Day on which the relevant Related Exchange of the Index is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time and the Index Sponsor publishes the Closing Price of such Index;

“**Hedge Counterparty**” means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer's obligations to make any payment in respect of the relevant

Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of the Issuer’s obligations in respect of an Equity Linked Security;

“**Index**” means the index (or the indices in case of a Basket) specified as Underlying in the applicable Offering Circular Supplement, subject to adjustment pursuant to the provisions of “*Adjustments and Extraordinary Events relating to Indices*” at Part 2 -1 below;

“**Index Calculation Agent**” means the entity in charge of calculating and publishing the Index, if different from the Index Sponsor;

“**Index Sponsor**” means the corporation or other entity (as specified in the applicable Offering Circular Supplement) that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant Index on a regular basis;

“**Intraday Price**” means, in respect of an Index, the level of such Index on the relevant Exchange at any time during a trading session on an Exchange Business Day including the Closing Price; and

“**Related Exchange(s)**” means, in respect of an Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Index, any successor exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to an Index, has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating such Index, on such temporary substitute exchange or quotation system as on the original Related Exchange).

**(b) Definitions and provisions relating to valuation and Market Disruption Event**

“**Disrupted Day**” means, in respect of an Index, any Scheduled Trading Day on which (a) a relevant Related Exchange fails to open for trading during its regular trading session, (b) a Market Disruption Event has occurred or (c) the Index Sponsor fails to publish the Closing Price of the Index;

“**Market Disruption Event**” means, in respect of an 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 ends at the relevant Valuation Time or (iii) an Early Closure. For the purpose hereof:

- (i) “**Trading Disruption**” means, in respect of an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) on the relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or (b) in futures or options contracts relating to the relevant Index on any relevant Related Exchange;
- (ii) “**Exchange Disruption**” means, in respect of an 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 (a) the share on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) futures or options contracts relating to the relevant Index on any relevant Related Exchange; and

- (iii) **“Early Closure”** means, the closure on any Exchange Business Day of (a) any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index, or (b) any Related Exchange, prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day,

**“Scheduled Closing Time”** means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours;

**“Scheduled Trading Day”** means, in respect of an Index, any day on which (a) the Index Sponsor is scheduled to publish the Closing Price of the Index and (b) the Related Exchange is scheduled to be open for trading during its regular trading session;

**“Valuation Date”** means, in respect of an Index, each date specified as such in the applicable Offering Circular Supplement (or, if such date is not a Scheduled Trading Day for such Index, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of *“Consequences of Disrupted Days for an Index”* in Part 1 – (c) below; and

**“Valuation Time”** means, in respect of an Index, the Scheduled Closing Time, provided however that if the Exchange closes prior to its Scheduled Closing Time, the Valuation Time shall be the actual closing time of the Exchange.

**(c) Consequences of Disrupted Days for an Index**

If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the **“Scheduled Valuation Date”** and the **“Scheduled Averaging Date”** respectively), is a Disrupted Day for an Index, the Valuation Date or the Averaging Date (as the case may be) for such Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or the Scheduled Averaging Date is also a Disrupted Day. In that case:

- (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date (as the case may be), for the Index 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 eighth Scheduled Trading Day in accordance with 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 eighth Scheduled Trading Day 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 eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day) and the good faith estimate of the value of the level of the Index so calculated shall be deemed the Closing Price.

Provided that if the Index is included in a Basket, the above provisions shall apply only to the Index affected by the occurrence of a Disrupted Day and the Valuation Date or the Averaging Date for each Index not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date,

provided however that:

- (A) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in Part 1 – (c)(ii) above, and the good faith estimate of the level of the Index so calculated shall be deemed the Closing Price;
- (B) notwithstanding the foregoing, in respect of any Securities, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made in respect of such Securities on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make, on that day the determinations described in Part 1 – (c)(ii) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the level of the Index so calculated shall be deemed the Closing Price.

**PART 2 – ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY DATE OR EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CHANGE IN LAW RELATING TO INDICES**

**1. Adjustments and Extraordinary Events relating to Indices**

**(a) Adjustments**

(i) If an Index is:

- (A) not calculated and announced by the relevant Index Sponsor or the Index Calculation Agent, as the case may be, but is calculated and announced by a relevant successor sponsor (the “**Successor Sponsor**”) or a successor calculation agent (the “**Successor Calculation Agent**”) acceptable to the Calculation Agent; or
- (B) replaced by a successor index (the “**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 that Index,

then the Index will be deemed to be the index so calculated and announced by the relevant Successor Sponsor or Successor Calculation Agent or that Successor Index (as the case may be).

(ii) If, in the determination of the Calculation Agent:

- (A) on or prior to a Valuation Date or an Averaging Date, the relevant Index Sponsor (or if applicable the Successor Sponsor) makes a material change in the formula for, or the method of calculating, that Index or in any other way

materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent securities and capitalisation and other routine events);

- (B) on or prior to any Valuation Date or Averaging Date, the relevant Index Sponsor (or, if applicable, the relevant Successor Sponsor) or the Index Calculation Agent (or the Successor Index Calculation Agent) as the case may be, fails to calculate and publish the level of the Index and such failure is likely to have a material impact on any hedging transactions entered into by the Hedge Counterparty in connection with the Securities; or
- (C) the Index Sponsor (or, if applicable, the Successor Sponsor) permanently cancels the Index and no Successor Index exists,

then the Calculation Agent shall either:

- (A) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Offering Circular Supplement using, in lieu of a published level for the Index, the level of that Index as at the Valuation Time on the relevant Valuation Date or Averaging Date, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that change, failure or cancellation (other than those securities that have since ceased to be listed on any relevant Exchange); or
- (B) replace the Index by a new index, provided that such index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries,

if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (A) apply Monetisation until the Maturity Date or Expiration Date; or
  - (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of any of the events described in Part 2 – 1(a)(ii)(A), 1(a)(ii)(B) or 1(a)(ii)(C) above, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.
- (iii) If an Index merges with another index or if an Index which forms part of the Basket merges with another index which does not form part of the Basket (the “**Event**”), the Calculation Agent will either:
- (A) continue using the index resulting from the merger; or
  - (B) replace the Index with another index (the “**New Index**”); as long as the New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries,

if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (i) and (ii) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (A) apply Monetisation until the Maturity Date or Expiration Date; or
  - (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Event described in Part 2 – 1(a)(iii) above, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.
- (iv) In the case of a merger affecting two Indices comprised in a Basket (the “**Event**”), the Calculation Agent will either:
- (A) continue using the index resulting from the merger and, in order to maintain the same number of indices within the Basket, the Calculation Agent will select a further index (a “**New Index**”) to be included in the Basket, as long as such New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries; or
  - (B) replace both Indices with two other indices (each a “**New Index**”); as long as each New Index is (i) representative of the same economic or geographic sector (as the case may be) and (ii) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries,

if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (i) and (ii) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (A) apply Monetisation until the Maturity Date or Expiration Date; or
  - (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Event described in Part 2 – 1(a)(iv) above, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.
- (v) If an Index is split into two or more new indices (the “**Event**”), the Calculation Agent will either:
- (A) use the indices resulting from the split to determine an index equivalent to the one existing prior to the split (provided that the indices resulting from the split will be deemed to form together the “**New Index**”); or
  - (B) replace the split Index with a new index (a “**New Index**”) as long as such New Index is (a) representative of the same economic or geographic sector (as the case may be), and (b) to the extent possible representative of shares listed on one or more Exchanges of one or more OECD countries,

if the Calculation Agent has not retained (A) and if in (B) no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (A) apply Monetisation until the Maturity Date or Expiration Date; or
- (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Event described in this Part 2 – 1(v), an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.

- (vi) In the case of a Basket of Indices, in the event that shares forming part of one Index comprising the Basket represent at least 20 per cent. of the capitalisation of another Index forming part of the Basket (the “**Affected Index**”) (the “**Event**”), the Calculation Agent may, but is not obliged to, replace such Affected Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

If no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (A) apply Monetisation until the Maturity Date or Expiration Date; or
- (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Event, described in this Part 2 – 1(a)(vi), an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.

- (vii) In the event that an Index ceases to be the underlying of a futures and/or option contract (as the case may be) (the “**Event**”), the Calculation Agent may, but is not obliged to, replace such Index with a new index as long as such new index is (a) representative of the same economic or geographic sector (as the case may be) and (b) to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries.

if no index meeting the criteria (a) and (b) can be selected by the Calculation Agent, then the Calculation Agent may either:

- (A) apply Monetisation until the Maturity Date or Expiration Date; or
- (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Event described in this (G), an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.

**(b) Stop-Loss Event relating to an Index**

If on any Exchange Business Day after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Closing Price of an Index is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the “**Affected Index**” and the event, the “**Stop-Loss Event**”), then:

- (i) the Calculation Agent may decide to substitute the Affected Index by a new index representative of the same economic or geographic sector (as the case may be), and to the extent possible, representative of shares listed on one or more Exchanges of one or more OECD countries (the “**Substitute Index**”) and will adjust any relevant terms of the Securities accordingly;
- (ii) the Calculation Agent may decide to continue with the Affected Index;
- (iii) if the Calculation Agent has neither retained any Substitute Index nor decided to continue with the Affected Index, the Calculation Agent may either:
  - (A) apply Monetisation until the Maturity Date or Expiration Date; or
  - (B) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.

**(c) Correction of the Closing Price of an Index**

In the event that any price or level published on the Exchange or by the Index Sponsor and which is used for any calculation or determination made under the Securities is subsequently corrected and the correction is published and made available to the public by the Exchange or the Index Sponsor after the original publication but no later than (i) in the case of Notes, four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Offering Circular Supplement) or (ii) in the case of Warrants, the earlier of (x) the Actual Exercise Date in respect of any Warrant and (y) the fourth Business Day prior to the Expiration Date, the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Securities to account for such correction.

**2. Monetisation until the Maturity/Expiration Date**

**(a) Monetisation until the Maturity Date (in the case of Notes only)**

- (i) in respect of any Intermediate Amount, the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:
- (ii) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of

the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (iii) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:
  - (A) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and
  - (B) an amount equal to the Minimum Intermediate Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

- (iv) in respect of any Optional Redemption Amount, the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:
  - (A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional

Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between: (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and an amount equal to the Optional Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

- (v) in respect of the Final Redemption Amount, the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:
  - (A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge

Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

**(b) Monetisation until the Expiration Date (in respect of Warrants only)**

(i) If, in relation to Warrants only, “Issuer Call Option” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

in respect of any Optional Cancellation Amount, the Issuer shall no longer be liable for the payment of the Optional Cancellation Amount on the Optional Cancellation

Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**“ for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Cancellation Amount**“), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between: (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and an amount equal to the Optional Minimum Cancellation Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

(ii) in respect of the Settlement Amount, the Issuer shall no longer be liable for the payment of the Settlement Amount as defined in the applicable Offering Circular Supplement on the Expiration Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and

(2) an amount equal to the Minimum Settlement Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Where Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B) above applies to any Warrant, no Holder of such Warrants shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and such Warrants shall be settled only in accordance with the foregoing Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B), as the case may be.

**Definitions applicable to this section:**

**“Adjusted Calculation Amount”** means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

**“Associated Costs”** means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Hedge Counterparty in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be;

**“Compounding Date”** means, in respect of a Calculation Period, each Business Day of such Calculation Period;

**“Compounding Method”** means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period;

**“Compounding Period”** means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

**“Compounding Period Amount”** means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction;

**“Compounding Rate”** means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period;

**“Day Count Fraction”** means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360;

**“Expiration Date”** means the date specified as such in the Offering Circular Supplement of the relevant Warrant;

**“Full Liquidation Date”** means, in respect of the Maturity Date or Expiration Date, the date on which the liquidation proceeds of the Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, apportioned pro rata to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or Expiration Date, as the case may be, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions;

**“Intermediate Amount”** means either an Interest Amount or an Instalment Amount;

**“Intermediate Full Liquidation Date”** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Intermediate Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Security;

**“Intermediate Payment Date”** means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Maturity Date”** means the date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Optional Cancellation Amount”** means the amount specified as such in the Offering Circular Supplement of the relevant Warrants;

**“Optional Cancellation Date”** means the date specified as such in the Offering Circular Supplement of the relevant Warrants;

**“Optional Redemption Amount”** means the amount specified as such in the Offering Circular Supplement of the relevant Notes;

**“Optional Redemption Date”** means the date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Optional Full Liquidation Date”** means, in respect of an Optional Redemption Date or an Optional Cancellation Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

**“Optional Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the

Issuer's obligations under the Securities linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date or an Optional Cancellation Date, apportioned pro rata to each outstanding Security; and

**"Relevant Spot Exchange Rate"** means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

### **3. Hedging Disruption, Increased Cost of Hedging and consequences - Change in Law and consequences**

#### **(a) Hedging Disruption, Increased Cost of Hedging**

**"Hedging Disruption"** means, in respect of Securities that have one or more Index(ices) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of the Issuer entering into and performing its obligations with respect to the Securities or any agreement entered into with the Hedge Counterparty by the Issuer of the Securities or (b) freely realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the "Affected Jurisdiction") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction;

**"Increased Cost of Hedging"** means, in respect of Securities that have one or more Index(ices) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Securities or (b) freely realise, recover or remit the proceeds of its Hedge Positions.

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to an Index (the Affected Underlying), the Calculation Agent may:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an **"Early Redemption Event"** or a **"Cancellation Event"** respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

#### **(b) Change in Law**

**"Change in Law"** means, in respect of Securities that have one or more Index(ices) Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any

court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the “**Affected Underlying**”).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying in respect of such Change in Law, either to:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector; or
- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

### **PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Equity Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or the Optional Redemption Amount and/or the Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent’s specified address.

### **SGI INDEX SUB-ANNEX**

Any reference in this SGI Index Sub-Annex to an 'Equity Linked Security' or 'Equity Linked Securities' shall be to such Equity Linked Security or Equity Linked Securities to which this SGI Index Sub-Annex is stated to apply in the applicable Offering Circular Supplement.

#### **PART 1 - DEFINITIONS AND PROVISIONS RELATING TO SGI INDICES**

##### **(a) General Definitions**

“**Averaging Date**” means, in respect of a Valuation Date and an SGI Index, each date specified as such in the applicable Offering Circular Supplement for the purpose of determining an average (or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day) unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for an SGI Index*” in Part 1 – (b) below;

“**Basket**” means a basket composed of the SGI Indices (each an Underlying) in the relative proportions or numbers of SGI Indices specified in the applicable Offering Circular Supplement;

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities;

“**Closing Price**” means the official closing level of the SGI Index published by the Index Calculation Agent on the relevant Valuation Date;

“**Commodity Disruption Event**” means a Market Disruption Event as defined in the Commodities Technical Annex;

“**Commodity Instrument**” means an article of trade or commerce such as aluminium, crude oil, cocoa, corn, cotton, copper, milk, emissions allowances, cattle, gas oil, gold, silver, heating oil, coffee, wheat, lean hogs, natural gas, nickel, orange juice, lead, palladium, platinum, sugar, soybean, and more generally any commodity, any index on the aforementioned or any other similar instrument specified in the Index Rules;

“**Debt Instrument**” means a bond (including a structured bond), a note (including a euro medium term note), a money market instrument such as a certificate of deposit, a promissory note, a bill, a deposit, and more generally any other debt instrument representing a debt of an issuer, any index on the aforementioned or any other similar instrument specified in the Index Rules;

“**Debt Disruption Event or Derivatives and Other Instrument Disruption Event**” means the occurrence of any of the following events: (a) the non-publication of the closing levels or market value of the relevant Debt Instrument or Derivatives and Other Instrument; (b) the suspension or limitation imposed on trading on the over-the-counter, organised or regulated market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded; (c) any event that disrupts or impairs the ability of market participants in general to effect transactions in, or obtain market values for, the Debt Instrument or Derivatives and Other Instrument on the over-the-counter, organised or regulated market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded, (d) the unforeseen early closure of the organized or Regulated Market(s) on which the relevant Debt Instrument or Derivatives and Other Instrument is traded,; or (e) the redemption, cancellation or permanent discontinuance of the relevant Debt Instrument or Derivatives and Other Instrument;

“**Derivatives and Other Instrument**” means a warrant, an over-the-counter swap, a future or option, a future or option or other contract traded on a regulated or organized market, an index on the aforementioned regardless of the underlying of such Derivatives and Other Instrument, or any other similar instrument specified in the Index Rules;

“**Disrupted Day**” means any Scheduled Trading Day on which a Market Disruption Event occurs;

“**Equity Disruption Event**” means:

- (i) in respect of an Equity Instrument that is a Share or an ETF or an index on the aforementioned or any other similar instrument specified in the Index Rules, the occurrence or existence 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 ends at the relevant Valuation Time or (C) an Early Closure. For the purpose hereof:

- (A) **“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to Shares on the relevant Exchange(s), or (b) futures or options contracts on any relevant Related Exchange relating to (i) Shares (which Shares in the case of (a) and (b)(i) comprise 20 per cent. or more of the level of the SGI Index, either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or (ii) one or more Underlying Indices or one or more indices that is/are Index Component(s) of an Underlying Index;
- (B) **“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 (a) Shares on the relevant Exchange(s) or (b) futures or options contracts on any relevant Related Exchange, relating to (i) Shares (which Shares in the case of (a) and (b)(i) comprise 20 per cent. or more of the level of the SGI Index, either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or (ii) one or more Underlying Indices or one or more indices that is/are Index Component(s) of an Underlying Index; and
- (C) **“Early Closure”** means the closure on any Exchange Business Day of:
  - (1) any relevant Exchange(s) relating to Shares that comprise 20 per cent. or more of the level of the SGI Index (either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index); or
  - (2) any Related Exchange for futures or options contracts relating to (i) Shares that comprise 20 per cent. or more of the level of the SGI Index (either directly or indirectly through an Underlying Index or an index that is an Index Component of an Underlying Index) or (ii) one or more Underlying Indices or one or more indices that is/are Index Component(s) of an Underlying Index,

prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (x) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (y) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and

- (ii) in respect of an Equity Instrument that is a Fund or an index on the aforementioned or any other similar instrument specified in the Index Rules, the occurrence or the likely occurrence, as determined by the Calculation Agent, of (A) Calculation and/or Publication Disruption, (B) Fund Settlement Disruption, or (C) NAV Determination Disruption Event. For the purpose hereof:
  - (A) **“Calculation and/or Publication Disruption”** means the occurrence of an event, beyond the control of a Hypothetical Investor (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official net asset value per Fund Unit by the Fund (or the Fund Service Provider generally in charge of calculating such official net asset value);

- (B) **“Fund Settlement Disruption”** means a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the net asset value of such Fund, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemptions orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders), or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund’s statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Securities or are already envisaged by the Fund Documents on the Issue Date of the Securities and are solely implemented by the Fund after such date; or
- (C) **“NAV Determination Disruption Event”** means the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in *“Calculation and/or Publication Disruption”* in (A) above or *“Fund Settlement Disruption”* in (B) above affecting such Fund which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the net asset value of such Fund;

**“Equity Instrument”** means (i) a Share or (ii) a Fund or (iii) an ETF or (iv) an index on the aforementioned or any other similar instrument specified in the Index Rules;

**“ETF”** means a Fund that is traded on an Exchange;

**“Exchange”** means the principal exchange or quotation system on which, in the good faith determination of the Calculation Agent, the relevant Index Components are traded and which offers the highest liquidity for such components, or any successor or substitute exchange or quotation system;

**“Exchange Business Day”** means, in respect of an SGI Index (or, in the case of a Basket of SGI Indices, each SGI Index observed separately), any Scheduled Trading Day on which the Index Calculation Agent publishes the Closing Price;

**“Fund”** means a share or a unit in a fund, an investment company or other pooled investment vehicle;

**“Fund Documents”** means, in respect of any Fund, the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund;

**“Fund Service Provider”** means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the Fund Adviser), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depository, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent;

“**Fund Unit**” or “**Unit**” means, in respect of any Fund, a share of such Fund or, if interests in such Fund are not denominated as shares, a unit of account of ownership in such Fund;

“**Hedge Counterparty**” means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer’s obligations to make any payment in respect of the Equity Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates;

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) any cash deposits or cash borrowing and/or (d) other instruments, arrangements, assets or liabilities howsoever described in order to hedge, individually or on a portfolio basis, the part of the Issuer’s obligations in respect of an Equity Linked Security;

“**Hypothetical Hedge Positions**” means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Fund Unit due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, apportioned *pro rata* to each outstanding Securities provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or Expiration Date, then Hypothetical Hedge Positions will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions;

“**Hypothetical Investor**” means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the Fund Units), located in France (which for the avoidance of doubt may be Societe Generale or one of its affiliates), and deemed, in respect of the Hypothetical Hedge Positions constituted by the Fund Units, to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding Fund Units; (b) in the case of any deemed redemption of such Fund, to have submitted a Valid Order requesting redemption of Fund Units; and (c) in the case of any deemed investment in such Fund, to have submitted a Valid Order requesting subscription of Fund Units;

“**Index Calculation Agent**” means the entity in charge of calculating and publishing the SGI Index, if different from the Index Sponsor;

“**Index Component**” means an Equity Instrument, a Debt Instrument, a Commodity Instrument, a Derivatives and Other Instrument and/or a Market Data, as specified in the Index Rules. For the purposes of the Securities, the relevant Index Component(s) is/are an Equity Instrument, a Debt Instrument, a Commodity Instrument, a Derivatives and Other Instrument, Market Data, or any combination thereof as specified in the Index Rules, which Index Component(s) may be modified from time to time pursuant to such Index Rules;

“**Index Component Event**” means the occurrence of any of the following events:

- (i) for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Equity Instruments: the occurrence of an Equity Disruption Event in respect of one or more of these Equity Instruments;
- (ii) for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Commodity Instruments: the occurrence of a Commodity Disruption Event in respect of one or more of these Commodity Instruments;

- (iii) for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Debt Instruments: the occurrence of a Debt Disruption Event in respect of one or more of these Debt Instruments;
- (vi) for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Derivatives and Other Instruments: the occurrence of a Derivatives and Other Instrument Disruption Event in respect of one or more of these Derivatives and Other Instruments;
- (v) for an SGI Index in respect of which the Index Components comprise, without limitation, one or more Market Data: the occurrence of a Market Data Disruption Event in respect of one or more of these Market Data;
- (vi) for an SGI Index in respect of which the Index Components comprise, without limitation, one or more indices (each an “**Underlying Index**”):
  - (a) if the Underlying Index comprises, without limitation, one or more Equity Instruments: the occurrence of an Equity Disruption Event in respect of one or more of these Equity Instruments;
  - (b) if the Underlying Index comprises, without limitation, one or several Commodity Instruments: the occurrence of a Commodity Disruption Event in respect of one or more of these Commodity Instruments;
  - (c) if the Underlying Index comprises, without limitation, one or more Debt Instruments: the occurrence of a Debt Disruption Event in respect of one or more of these Debt Instruments;
  - (d) if the Underlying Index comprises, without limitation, one or more Derivatives and Other Instruments: the occurrence of a Derivatives and Other Instrument Disruption Event in respect of one or more of these Derivatives and Other Instruments; and
  - (e) if the Underlying Index comprises, without limitation, one or more Market Data: the occurrence of a Market Data Disruption Event in respect of one or more of these Market Data,

even if the Closing Price of the SGI Index is published by the Index Calculation Agent on the day on which such event(s) occur(s);

“**Index Rules**” means the index rules available either online on the website [www.sgindex.com](http://www.sgindex.com), as supplemented as the case may be, by the relevant Global Index Methodology as supplemented by the relevant SGI Index rules, both as may be amended, supplemented or superseded from time to time. A summary of the Index Rules applicable to the SGI Index is available either online on the website [www.sgindex.com](http://www.sgindex.com), or if not online, upon written request made to the Index Sponsor;

“**Index Sponsor**” means the entity specified in the applicable Offering Circular Supplement) that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant SGI Index and/or (b) announces (directly or through an Index Calculation Agent) the level of the relevant SGI Index on a regular basis;

“**Intermediate Full Liquidation Date**” means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor;

**“Intermediate Hypothetical Hedge Positions”** means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Fund Unit due on an Intermediate Payment Date, apportioned pro rata to each outstanding Securities;

**“Intermediate Payment Date”** means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Securities;

**“Market Data”** means a rate (including an interest rate, a foreign exchange rate or a swap rate), a spread, or any other data specified in the Index Rules;

**“Market Data Disruption Event”** means the non-publication of the level of the relevant Market Data;

**“Market Disruption Event”** means the occurrence of any of the following events which has a material effect on the Securities as determined by the Calculation Agent: (a) the non-publication of the Closing Price other than as a result of an Index Disruption (as defined in “*Adjustments and Events relating to SGI Indices*” in Part 2 – 1 below), or (b) an Index Component Event;

**“Optional Full Liquidation Date”** means, in respect of an Optional Redemption Date or an Optional Cancellation Date, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor;

**“Optional Hypothetical Hedge Positions”** means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Fund Unit due on an Optional Redemption Date, apportioned pro rata to each outstanding Security;

**“Optional Redemption Date”** means the date specified as such in the Offering Circular Supplement of the relevant Notes;

**“Related Exchange”** means each exchange or quotation system where, in the good faith determination of the Calculation Agent, trading has a material effect on the overall market for futures and options relating to the relevant Index Components, or any successor or substitute exchange or quotation system;

**“Scheduled Closing Time”** means, in respect of an Exchange or Related Exchange, the scheduled weekday closing time of such Exchange or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours;

**“Scheduled Trading Day”** means, in respect of an SGI Index, any day on which the Index Calculation Agent is scheduled to publish the Closing Price pursuant to the Index Rules;

**“SGI Index”** means the Societe Generale index (or the SGI Indices in the case of a Basket) specified as Underlying in the applicable Offering Circular Supplement, subject to adjustments pursuant to the provisions of “*Adjustments and Events relating to SGI Indices*” in Part 2 – 1 below;

“**Share**” means a share of a company;

“**Similar Index**” means an index whose “main characteristics” are similar to those of the SGI Index, in the determination of the Calculation Agent. The “main characteristics” of an index comprise, without limitation, its strategy, its currency, the asset class and the geographical or economical sectors reflected in such index;

“**Type of Return**” means “Excess Return”, “Modified Price Return”, “Net Total Return”, “Price Return”, “Total Return”, “Total Return – Synthetic Dividend” or “Other Return”, as specified in the Index Rules where:

- (i) “**Excess Return**” means that the SGI Index reflects:
  - (A) the performance differential (whether positive or negative) of its underlying portfolio relative to the money market rate, which namely means that in case of a portfolio performance in line with the money market rate, the SGI Index performance will be zero; or
  - (B) the performance of its underlying portfolio, being a net cash neutral portfolio of purchasing and / or selling positions, which namely means that in case of the absence of performance from these aggregated positions, the SGI Index performance will be zero and the SGI Index will not deliver the money market rate,
- (ii) “**Modified Price Return**” means that the SGI Index reflects the performance of a variable exposure (which can be higher or lower than 100%) to an index where the Type of Return of such index is Price Return;
- (iii) “**Net Total Return**” means that the SGI Index reflects the performance of its underlying portfolio including reinvestment of any dividends, interests and other income after the deduction of any tax in respect such dividends, interests and other income;
- (iv) “**Price Return**” means that the SGI Index reflects the performance of its underlying portfolio excluding reinvestment of any dividends, interests and other income;
- (v) “**Total Return**” means that the SGI Index reflects the performance of its underlying portfolio including reinvestment of any dividends, interests and other income before the deduction of any tax in respect such dividends, interests and other income;
- (vi) “**Total Return – Synthetic Dividend**” means that the SGI Index reflects the performance of its underlying portfolio including reinvestment of all dividends, interests and other income after the deduction of a fixed or formula-based dividend; and
- (vii) “**Other Return**” means the return as described in the Index Rules,

“**Valid Order**” means a valid and timely subscription or redemption order sent to the Fund or the Fund Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut off time as set forth in the Fund Documents;

“**Valuation Date**” means each date specified as such in the applicable Offering Circular Supplement (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day), unless such day is a Disrupted Day in which case it shall be postponed pursuant to the provisions of “*Consequences of Disrupted Days for an SGI Index*” in Part 1 – (b) below;

“**Valuation Time**” means the time on the relevant Valuation Date at which the Closing Price is published by the Index Calculation Agent pursuant to the Index Rules;

**(b) Consequences of Disrupted Days for an SGI Index**

If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the “**Scheduled Valuation Date**” or the “**Scheduled Averaging Date**”) is a Disrupted Day for an SGI Index, then the Valuation Date or Averaging Date for such SGI Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of that SGI Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or Averaging Date is a Disrupted Day. In that case:

- (i) the eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date, notwithstanding the fact that such day is a Disrupted Day; and
- (ii) the Calculation Agent shall determine the level of the SGI Index on that eighth Scheduled Trading Day in accordance with the formula for and method of calculating that SGI Index last in effect prior to the occurrence of the first Disrupted Day, notwithstanding the fact that the Index Calculation Agent has published a Closing Price on such date.

Provided that if the SGI Index is included in a Basket, the above provisions shall apply only to the SGI Index affected by the occurrence of a Disrupted Day and the Valuation Date or Averaging Date for each other underlying comprised in the Basket and not affected by a Disrupted Day shall be the Scheduled Valuation Date or the Scheduled Averaging Date,

provided however that:

- (A) if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in Part 1 – (b)(ii) above, and the good faith estimate of the level of the SGI Index so calculated shall be deemed the Closing Price;
- (B) notwithstanding the foregoing, in respect of any Securities, a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made in respect of the Securities on the basis of determinations made on such Valuation Date or Averaging Date; if a Valuation Date or an Averaging Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made in respect of the Securities on the basis of determinations made on such Valuation Date or Averaging Date, then that fourth Business Day shall be deemed the Valuation Date or Averaging Date and the Calculation Agent shall make on that day the determinations described in Part 1 – (b)(ii) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the level of the SGI Index so calculated shall be deemed the Closing Price.

**PART 2 – ADJUSTMENTS, EXTRAORDINARY EVENTS, MONETISATION UNTIL THE MATURITY/EXPIRATION DATE, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CHANGE IN LAW RELATING TO SGI INDICES**

**1. Adjustments and Events relating to SGI Indices**

**(a) Adjustments**

- (i) If on any Scheduled Trading Day, an SGI Index is:
  - (A) not published by the relevant Index Calculation Agent, but is published by a successor index calculation agent (the “**Successor Index Calculation Agent**”), acceptable to the Calculation Agent; or

- (B) replaced by a Similar Index,

then in each case that index published by the Successor Index Calculation Agent or Similar Index will be deemed to be the SGI Index so calculated and announced;

- (ii) if, in the determination of the Calculation Agent:

- (A) on or prior to any Valuation Date or Averaging Date, the relevant Index Sponsor and/or Index Calculation Agent announce(s) that it/they will make a material change in the formula for or the method of calculating that SGI Index or in any other way materially modifies that SGI Index (other than a modification prescribed in that formula or method to maintain that SGI Index in the event of changes in Index Components and other routine events) (an “**Index Modification**”);

- (B) the Index Sponsor permanently cancels the SGI Index and no Similar Index exists or the agreement between the Index Calculation Agent and the Index Sponsor is terminated (an “**Index Cancellation**”); or

- (C) on any Valuation Date or Averaging Date, the Index Calculation Agent fails to publish the Closing Price of the SGI Index other than as a result of the occurrence of a Market Disruption Event (an “**Index Disruption**” and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”),

then the Calculation Agent shall either:

- (w) calculate the relevant formula used to determine an amount to be paid or whether a condition has occurred, if any, as described in the applicable Offering Circular Supplement using, in lieu of a published level for the SGI Index, the level of that SGI Index on the relevant Valuation Date or Averaging Date as determined by the Calculation Agent in accordance with the formula for and method of calculating that SGI Index last in effect prior to that Index Adjustment Event, but using only those Index Components that comprised the SGI Index immediately prior to that Index Adjustment Event (other than those Index Components that have since then ceased to be listed on any relevant Exchange), and adjust, as the case may be, any of the relevant terms of the Securities;

- (x) replace the SGI Index by a Similar Index;

- (y) consider such Index Adjustment Event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and pay to each Holder as soon as possible after the occurrence of any of the events described in Part 2 – 1(a)(ii)(A), 1(a)(ii)(B) and 1(a)(ii)(C) above, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or

- (z) apply the Monetisation to the Maturity Date or the Expiration Date (as defined below).

**(b) Stop-Loss Event relating to a SGI Index**

If, on any Exchange Business Day after the initial Valuation Date (excluded) and before the last Valuation Date (included), the Closing Price of an SGI Index is affected by a decrease of 80 per cent. or more of its Closing Price on the initial Valuation Date (the “**Affected SGI Index**” and the event, the “**Stop-Loss Event**”), then the Calculation Agent may decide to:

- (i) substitute the Affected SGI Index by a Similar Index and will adjust any relevant terms of the Securities accordingly;
- (ii) continue with the Affected SGI Index;
- (iii) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the Stop-Loss Event, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (iv) continue the Securities according to their terms.

**(c) Correction of the Closing Price of an SGI Index**

In the event that any price or level published by the Index Calculation Agent and which is used for any calculation or determination made under the Securities is subsequently corrected and the correction is published and made available to the public by the Index Calculation Agent after the original publication but no later than (i) in the case of Notes, four Business Days prior to the Maturity Date (or any payment date(s) determined in the applicable Offering Circular Supplement) or (ii) in the case of Warrants, the earlier of (x) the Actual Exercise Date in respect of any Warrant and (y) the fourth Business Day prior to the Expiration Date, the Calculation Agent will determine the amount that is payable as a result of that correction, and, to the extent necessary, will adjust the terms of the Securities to account for such correction.

**2. Monetisation until the Maturity/Expiration Date**

**(a) Monetisation until the Maturity Date (in respect of Notes only)**

- (i) in respect of any Intermediate Amount, the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations; or
- (ii) in respect of the payment of any Intermediate Amount as defined in the Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which,

converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (iii) in respect of the payment of any Intermediate Amount as defined in the Offering Circular Supplement will in all circumstances be a positive amount (the “Minimum Intermediate Amount”), pay (a) on the Intermediate Payment Date an amount per Security equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Security, determined by the Calculation Agent, equal to the positive difference, if any, between (i)(1) the net positive cash amount that the Hedge Counterparty would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary in the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

- (iv) in respect of any Optional Redemption Amount, the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations: in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest

that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded)),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (v) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between (i)(1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded) and (ii) an amount equal to the Optional Minimum Redemption Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (vi) in respect of the Final Redemption Amount, the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:
  - (A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that

would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded);

(2) an amount equal to the Minimum Redemption Amount.

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

**(b) Monetisation until the Expiration Date (in respect of Warrants only)**

(i) If, in relation to Warrants only, “Issuer Call Option” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

in respect of any Optional Cancellation Amount, the Issuer shall no longer be liable for the payment of the Optional Cancellation Amount on the Optional Cancellation Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash

amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Cancellation Amount**”), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between:

(1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); and

(2) an amount equal to the Optional Minimum Cancellation Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or

(ii) in respect of the Settlement Amount, the Issuer shall no longer be liable for the payment of the Settlement Amount as defined in the applicable Offering Circular

Supplement on the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded),

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount, equal to the positive difference, if any, between:

- (1) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); and

- (2) an amount equal to the Minimum Settlement Amount,

for the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under

its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Where Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B) above applies to any Warrant, no Holder of such Warrants shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and such Warrants shall be settled only in accordance with the foregoing Part 2 – 2(b)(ii)(A) or Part 2 – 2(b)(ii)(B), as the case may be.

**Definitions applicable to this section:**

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Hedge Counterparty in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, as the case may be, *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be;

“**Compounding Date**” means, in respect of a Calculation Period, each Business Day of such Calculation Period;

“**Compounding Method**” means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period;

“**Compounding Period**” means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period;

“**Compounding Period Amount**” means, in respect of a Compounding Period, the product of (i) the Adjusted Calculation Amount, (ii) the Compounding Rate and (iii) the Day Count Fraction;

“**Compounding Rate**” means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period; and

“**Day Count Fraction**” means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (the first included and the last excluded), divided by 360;

“**Full Liquidation Date**” means the Note Full Liquidation Date (in the case of Notes) or the Warrant Full Liquidation Date (in the case of Warrants) as the context requires;

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, apportioned *pro rata* to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth

Business Day preceding the Maturity Date or Expiration Date, as the case may be, then Hedge Positions will include the Intermediate Hedge Positions and/or the Optional Hedge Positions;

“**Intermediate Amount**” means either an Interest Amount or an Instalment Amount;

“**Intermediate Full Liquidation Date**” means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

“**Intermediate Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note;

“**Intermediate Payment Date**” means either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Maturity Date**” means the date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Note Full Liquidation Date**” means, in the case of Notes only, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including inter alia by meeting the liabilities of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

“**Optional Cancellation Amount**” means, in the case of Warrants only, the amount specified as such in the Offering Circular Supplement of the relevant Warrants;

“**Optional Cancellation Cut-Off Date**” means, with respect to an Optional Cancellation Date, the Business Day preceding such Optional Cancellation Date by a number of Business Days or calendar days equal to the number of Business Days or calendar days of the notice period (as specified in the applicable Offering Circular Supplement);

“**Optional Cancellation Date**” means, in the case of Warrants only, the date specified as such in the Offering Circular Supplement of the relevant Warrants;

“**Optional Redemption Amount**” means the amount specified as such in the Offering Circular Supplement of the relevant Notes;

“**Optional Redemption Date**” means the date specified as such in the Offering Circular Supplement of the relevant Notes;

“**Optional Full Liquidation Date**” means, in respect of an Optional Redemption Date or Optional Cancellation Date, the date on which the liquidation proceeds of the Optional Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty;

“**Optional Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing

transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer's obligations under the Securities linked to or indexed to the relevant Underlying(s) due on an Optional Redemption Date or Optional Cancellation Date, as the case may be, apportioned pro rata to each outstanding Note or Outstanding Warrant (as applicable);

**"Relevant Spot Exchange Rate"** means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent; and

**"Warrant Full Liquidation Date"** means, in the case of Warrants only, the date on which the liquidation proceeds of the Hedge Positions (including inter alia by meeting the liabilities of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty.

### **3. Hedging Disruption, Increased Cost of Hedging and consequences - Change in Law and consequences**

#### **(a) Hedging Disruption and Increased Cost of Hedging**

**"Hedging Disruption"** means, in respect of Securities that have one or more SGI Index(ices) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of the Issuer entering into and performing its obligations with respect to the Securities or any agreement entered into with the Hedge Counterparty by the Issuer of the Securities or (b) freely realise, recover, receive, repatriate, remit or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **"Affected Jurisdiction"**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction;

**"Increased Cost of Hedging"** means, in respect of Securities that have one or more SGI Index(ices) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) or costs specified in the Index Rules to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Securities or (b) freely realise, recover or remit the proceeds of its Hedge Positions;

In case of the occurrence of a Hedging Disruption or an Increased Cost of Hedging relating to a SGI Index (the **"Affected Underlying"**), the Calculation Agent may:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an **"Early Redemption Event"** or a **"Cancellation Event"** respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector and which, in the case of an SGI Index, will be a Similar Index; or

- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

**(b) Change in Law**

“**Change in Law**” means, in respect of Securities that have one or more SGI Index(ices) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the “**Affected Underlying**”).

Upon the occurrence, in the determination of the Calculation Agent, on or prior to the last Valuation Date or the last Averaging Date of a Change in Law, then the Calculation Agent will decide with regard to the Affected Underlying in respect of such Change in Law, either to:

- (i) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be;
- (ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector and which will be a Similar Index; or
- (iii) apply the Monetisation to the Maturity Date or Expiration Date.

**PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Equity Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or the Optional Redemption Amount and/or the Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (Notices) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent’s specified address.

## FUND TECHNICAL ANNEX

The terms and conditions (the “**Fund Linked Conditions**”) set out in the following fund technical annex (the “**Fund Technical Annex**”) shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the Conditions of the Securities and any reference to the “Conditions” of the relevant Securities shall be construed accordingly. This Fund Technical Annex shall be applicable if the following is stated in the applicable Offering Circular Supplement:

*“The provisions of the Fund Technical Annex apply to these [Notes]/[Warrants] and should be read together with this Offering Circular Supplement. In the event of any inconsistency between the Fund Technical Annex and this Offering Circular Supplement, this Offering Circular Supplement shall prevail.”*

Terms used in this Fund Technical Annex, unless specifically defined herein, shall have the same meanings as those set out in the Conditions of the Securities or the Principal Trust Deed, as the context requires.

### PART 1 – DEFINITIONS SPECIFIC TO FUNDS

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period;

“**Adjusted Intermediate Payment Date**” means, in relation to Notes only, the date which is the earlier of (a) the 20<sup>th</sup> Business Day following the occurrence of the Intermediate Full Liquidation Date and (b) the Maturity Date.

“**Adjusted Maturity Date**” means, in relation to Notes only, the date which is the earlier of (a) the 20<sup>th</sup> Business Day following the occurrence of the Full Liquidation Date and (b) the Postponed Scheduled Maturity Date.

“**Adjusted Optional Cancellation Date**” means, in the case of Warrants, the date which is the earlier of (a) the 20<sup>th</sup> Business Day following the occurrence of the Optional Full Liquidation Date and (b) the Expiration Date.

“**Adjusted Optional Redemption Date**” means, in the case of Notes, the date which is the earlier of (a) the 20<sup>th</sup> Business Day following the occurrence of the Optional Full Liquidation Date and (b) the Maturity Date.

“**Adjusted Settlement Date**” means the date which is the earlier of (a) the 20<sup>th</sup> Business Day following the occurrence of the Full Liquidation Date and (b) the Postponed Scheduled Expiration Date.

“**Applicable Method**” means, in respect of a Valuation Date, either Calculation Method, Execution Method/Subscription, Execution Method/Redemption, Order Method/Subscription or Order Method/Redemption. If in respect of the first Valuation Date to occur on or immediately following the Issue Date of the Securities (the “**First Valuation Date**”), no Applicable Method is specified in the applicable Offering Circular Supplement, Order Method/Subscription shall be deemed the Applicable Method. If in respect of any Valuation Date which is not the First Valuation Date, no Applicable Method is specified in the applicable Offering Circular Supplement, Order Method/Redemption shall be deemed the Applicable Method.

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, the cost of funding), losses, expenses, tax and duties incurred by a Hypothetical Investor in

connection with the termination, liquidation or re-establishment of the Hypothetical Hedge Positions, *pro rata* amongst the Specified Denomination of each outstanding Note or *pro rata* amongst each Outstanding Warrant, as the case may be

“**Basket**” means a basket composed of Funds (each an Underlying) in the relative proportions or numbers of Funds specified in the applicable Offering Circular Supplement.

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities.

“**Closing Price**” means in respect of any Fund (and in each case as determined by the Calculation Agent):

- (a) Where “Calculation Method” is specified as applicable to a Valuation Date in the applicable Offering Circular Supplement, the official net asset value per Fund Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or
- (b) Where “Execution Method/Subscription” is specified as applicable to a Valuation Date in the applicable Offering Circular Supplement, the aggregate amount per Fund Unit including all costs or fees (if any) that would be paid (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the subscription of Fund Unit(s) scheduled to be executed on the official net asset value per Fund Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or
- (c) Where “Execution Method/Redemption” is specified as applicable to a Valuation Date in the applicable Offering Circular Supplement, the aggregate amount per Fund Unit net of all costs or fees (if any) that would be received in cash (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the redemption of Fund Unit(s), scheduled to be executed on the official net asset value per Fund Unit determined by the Fund (or the Fund Service Provider that generally determines such value) dated as of such Valuation Date; or
- (d) Where “Order Method/Subscription” is specified as applicable to a Valuation Date in the applicable Offering Circular Supplement, the aggregate amount per Fund Unit including all costs or fees (if any) that would be paid (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the subscription of Fund Unit(s) submitted to and accepted by the Fund on such Valuation Date; or
- (e) Where “Order Method/Redemption” is specified as applicable to a Valuation Date in the applicable Offering Circular Supplement, the aggregate amount per Fund Unit net of all costs or fees (if any), that would be received in cash (either on a single date or over a period of time) by a Hypothetical Investor in Fund Units pursuant to a Valid Order for the redemption of Fund Unit(s) submitted to and accepted by the Fund on such Valuation Date.

“**Compounding Method**” means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period.

“**Compounding Date**” means, in respect of a Calculation Period, each Business Day of such Calculation Period.

**“Compounding Period”** means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period.

**“Compounding Period Amount”** means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction.

**“Compounding Rate”** means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period.

**“Day Count Fraction”** means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (calculated by including the first day of such period and excluding the last day of such period) divided by 360.

**“Final Valuation Date”** means the date specified as such in the applicable Offering Circular Supplement.

**“Full Liquidation Date”** means the Note Full Liquidation Date (in the case of Notes) or the Warrant Full Liquidation Date (in the case of Warrants) as the context requires.

**“Fund”** means the fund or the pooled investment vehicle as specified in the applicable Offering Circular Supplement.

**“Fund Business Day”** means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), any date on which a Valid Order can be submitted by a Hypothetical Investor pursuant to the Fund Documents prevailing on the Issue Date of the Securities.

**“Fund Valuation Day”** means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), any date as defined in the Fund Documents prevailing on the Issue Date of the Securities in respect of which the official net asset value of such Fund is dated as of such date in accordance with its Fund Documents.

**“Fund Documents”** means, in respect of any Fund, the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund.

**“Fund Service Provider”** means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for that Fund, whether or not specified in the Fund Documents, including any fund investment adviser, fund administrator, manager, any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary manager or another non-discretionary investment adviser) for such Fund (the **“Fund Adviser”**), trustee or similar person with the primary administrative responsibilities for such Fund, operator, management company, depositary, custodian, sub-custodian, prime broker, registrar and transfer agent or domiciliary agent.

**“Fund Unit”** means, in respect of any Fund, a share of such Fund or, if interests in such Fund are not denominated as shares, a unit of account of ownership in such Fund.

**“Hedge Counterparty”** means any party with which the Issuer enters into one or any number of arrangements in order to hedge the Issuer's obligations to make any payment in respect of

the Fund Linked Securities and may, for the avoidance of doubt, include Societe Generale and/or any of its affiliates.

**“Hypothetical Hedge Positions”** means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Fund Unit due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, as applicable, apportioned *pro rata* to each outstanding Security, provided that if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or the Expiration Date, as the case may be, then Hypothetical Hedge Positions in respect of such Securities will include the Intermediate Hypothetical Hedge Positions and/or the Optional Hypothetical Hedge Positions.

**“Hypothetical Investor”** means, with respect to the Hypothetical Hedge Positions, a hypothetical investor in such Hypothetical Hedge Positions (including the Fund Units), located in France (which for the avoidance of doubt may be the Hedge Counterparty) and deemed, in respect of the Hypothetical Hedge Positions constituted by the Fund Units, to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding Fund Units; (b) in the case of any deemed redemption of such Fund, to have submitted a Valid Order requesting redemption of Fund Units; and (c) in the case of any deemed investment in such Fund, to have submitted a Valid Order requesting subscription of Fund Units.

**“Initial Valuation Date”** means the date specified as such in the applicable Offering Circular Supplement.

**“Intermediate Amount”** means either an Interest Amount or an Instalment Amount.

**“Intermediate Full Liquidation Date”** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

**“Intermediate Hypothetical Hedge Positions”** means, in the case of Notes only, any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant Fund Unit due on an Intermediate Payment Date, apportioned *pro rata* to each outstanding Note.

**“Intermediate Payment Date”** means, in the case of Notes only, either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes.

**“Maturity Date”** means, in the case of Notes only, the date specified as such in the Offering Circular Supplement of the relevant Notes.

**“Maturity Disruption Event”** means, in the case of Notes, that an Intermediate Full Liquidation Date and/or an Optional Full Liquidation Date and/or the Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date.

**“Note Full Liquidation Date”** means, in the case of Notes only, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

**“Optional Cancellation Amount”** means, in the case of Warrants only, the amount specified as such in the Offering Circular Supplement of the relevant Warrants.

**“Optional Cancellation Cut-Off Date”** means, with respect to an Optional Cancellation Date, the Business Day preceding such Optional Cancellation Date by a number of Business Days or calendar days equal to the number of Business Days or calendar days of the notice period (as specified in the applicable Offering Circular Supplement).

**“Optional Cancellation Date”** means, in the case of Warrants only, the date specified as such in the Offering Circular Supplement of the relevant Warrants.

**“Optional Full Liquidation Date”** means, in respect of an Optional Redemption Date or Optional Cancellation Date, as the case may be, the date on which the liquidation proceeds of the Optional Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

**“Optional Hypothetical Hedge Positions”** means any purchase, sale, entry into or maintenance, by a Hypothetical Investor, of one or more (a) positions or contracts in Fund Units, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Fund Unit due on an Optional Redemption Date or Optional Cancellation Date, as the case may be, apportioned *pro rata* to each outstanding Note or Outstanding Warrant (as applicable).

**“Optional Redemption Amount”** means, in the case of Notes only, the amount specified as such in the Offering Circular Supplement of the relevant Notes.

**“Optional Redemption Cut-Off Date”** means, with respect to an Optional Redemption Date, the Business Day preceding such Optional Redemption Date by a number of Business Days or calendar days equal to the number of Business Days or calendar days of the notice period (as specified in the applicable Offering Circular Supplement).

**“Optional Redemption Date”** means, in the case of Notes only, the date specified as such in the Offering Circular Supplement of the relevant Notes.

**“Postponed Scheduled Maturity Date”** means in relation to Notes only, if a Maturity Disruption Event occurs, the date that falls on the second anniversary date of the Maturity Date, or if such day is not a Business Day, the immediately following Business Day.

**“Postponed Scheduled Expiration Date”** means, in relation to Warrants only, if a Settlement Disruption Event occurs, the date that falls on the second anniversary of the

Expiration Date or if such day is not a Business Day, the immediately following Business Day.

“**Relevant Spot Exchange Rate**” means in respect of a date and an amount to be converted into the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

“**Settlement Date**” means, in relation to Warrants only, the date determined in accordance with Condition 21(e) (*General*), unless otherwise specified in the applicable Offering Circular Supplement.

“**Settlement Disruption Event**” means, in respect of any Warrant that has been validly exercised (whether by delivery of an Exercise Notice or the application of Automatic Exercise) or in respect of which the Issuer has exercised its option to cancel early such Warrants, that the Full Liquidation Date and/or Optional Cancellation Date has not occurred on or before the fourth Business Day preceding the applicable Settlement Date.

“**Valid Order**” means a valid and timely subscription or redemption order sent to the Fund or the Fund Service Provider that generally accepts such order, in accordance with the subscription or redemption notice period and the relevant cut-off time as set forth in the Fund Documents.

“**Valuation Date**” means, in respect of the Fund (or, in the case of a Basket of Funds, in respect of each Fund observed separately), each date specified as such in the applicable Offering Circular Supplement or if, for a Fund, such date is not a Fund Business Day or a Fund Valuation Day (as the case may be), the next following Fund Business Day or Fund Valuation Day for such Fund (the “**Scheduled Valuation Date**”), unless such day is a Disrupted Day in which case the Valuation Date shall be determined in accordance with the provisions of “*Disruption Events relating to any Fund and/or any Fund Unit*” in Part 2 – 3 below. Any Initial Valuation Date, Final Valuation Date, annual Valuation Date, quarterly Valuation Date, monthly Valuation Date or weekly Valuation Date specified in the Offering Circular Supplement shall be deemed to be a Valuation Date for the purposes of this Fund Technical Annex.

“**Warrant Full Liquidation Date**” means, in the case of Warrants only, the date on which the liquidation proceeds of the relevant Hypothetical Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of such Hypothetical Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hypothetical Investor.

## **PART 2 – ADJUSTMENTS, EXTRAORDINARY EVENTS, DISRUPTION EVENTS, MATURITY DISRUPTION EVENTS AND SETTLEMENT DISRUPTION EVENTS SPECIFIC TO FUNDS**

### **1. Adjustments**

In the case of the occurrence at any time on or after the Issue Date of any event affecting a Fund or the value of the relevant Fund Units including, without limitation:

- (a) a subdivision, consolidation or reclassification of the relevant number of Fund Units, or a free distribution or dividend of any such Fund Units to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Fund Units of (a) an additional quantity of such Fund Unit; or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the

Fund equally or proportionately with such payments to holders of such Fund Units; or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund 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;

- (c) an extraordinary dividend;
- (d) a repurchase by the Fund of relevant Fund Units whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Units initiated by an investor in such Fund Units that is consistent with the Fund Documents; or
- (e) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Units or quantity of Fund Units,

the Calculation Agent may adjust any relevant terms of the Securities to preserve the economic equivalent of the obligations of the Issuer under the Securities.

## 2. **Extraordinary Events relating to any Fund and/or any Fund Unit**

Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an “**Extraordinary Event**”) on or after the Issue Date:

- (a) “**Change in Law**” means that (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that (x) it has become illegal for a Hypothetical Investor to hold, acquire or dispose of the Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, as the case may be (including the relevant Fund Units) or it has become illegal to maintain the agreement entered into by the Hedge Counterparty with the Fund or a Fund Service Provider mentioned in “*Breach or Termination of Agreement*” in Part 2 – 2(b) below or (y) the Hedge Counterparty or the Issuer will incur a materially increased cost in performing its obligations under any agreement entered into by such person with the Fund or the Fund Service Provider mentioned in “*Breach or Termination of Agreement*” in Part 2 – 2(b) below (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- (b) “**Breach**” or “**Termination of Agreement**” means any failure by the Fund or a Fund Service Provider, as the case may be, to comply with or perform any agreement entered into by the Fund or a Fund Service Provider with the Hedge Counterparty, defining the terms and conditions on which the Hedge Counterparty may make subscriptions and/or redemptions in the Fund Units (as the case may be, different from the subscriptions and redemptions terms then prevailing pursuant to the Fund Documents), including, as the case may be, the rebates of management fees to be paid to the Hedge Counterparty, the termination of such agreement by the Fund or a Fund Service Provider for reasons beyond the control of the Hedge Counterparty or the failing or ceasing of such agreement to be in full force and effect or the Fund or the Fund Service Provider disaffirms, disclaims, repudiates or rejects in whole or in part or challenges the validity of such agreement;

- (c) **“Closure of the Fund”** means liquidation, winding-up or dissolution of the Fund for any reason other than those mentioned in Part 2 – 2(f) or 2(k) below;
- (d) **“Fund Adviser Event”** means that the Calculation Agent determines that over a period of 12 months, the total value of the assets managed by the Fund Adviser (including the Fund) has decreased by 50 per cent. (either due to redemptions or the decrease in value of such assets);
- (e) **“Fund Hedging Disruption”** means that a Hypothetical Investor is unable or it is impractical for a Hypothetical Investor, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, as applicable, or (b) realise, recover or remit the proceeds of any such Hypothetical Hedge Positions, without limitation, where such inability or impracticability has arisen by reason of (i) the transfer of all illiquid assets of the Fund being all or part of the Intermediate and/or Optional Hypothetical Hedge Positions (if applicable) to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (ii) the restriction on the amount or number of redemptions or subscriptions that the Fund (or the Fund Service Provider generally in charge of accepting the redemption or subscriptions orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (iii) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting the subscription and redemption orders), (iv) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund’s statutory auditors (holdback), or increase in charges or fees imposed by the relevant Fund or (v) any mandatory redemption, in whole or in part, of such Fund Unit imposed by the relevant Fund, in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Securities or are already envisaged by the Fund Documents on the Issue Date of the Securities and are solely implemented by the Fund after such date;
- (f) **“Fund Insolvency Event”** means, in respect of any Fund Unit, that the related Fund (a) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (b) makes a general assignment or arrangement with or for the benefit of its creditors; (c) (i) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or (ii) 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 such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (x) 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 (y) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (d) 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; (e) 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 of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; or (f) 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) through (e) above;

- (g) **“Fund Modification”** means any change or modification of the related Fund Documents prevailing on the Issue Date of the Securities, that could reasonably be expected to affect the value of such Fund Unit or the rights or remedies of any holders thereof (including but not limited to an open-end fund that becomes a closed-end fund), as determined by the Calculation Agent;
- (h) **“Fund Service Provider Event”** means (a) a change, resignation, termination or replacement of any Fund Service Provider, (b) a change of control or indirect control of any Fund Service Provider, (c) any Fund Service Provider is subject to a Fund Service Provider Insolvency Event, where **“Fund Service Provider Insolvency Event”** has the same meaning as Fund Insolvency Event described in Part 2 – 2(f) above, except that "Fund" is replaced by "Fund Service Provider" or (d) in the reasonable opinion of the Calculation Agent, any of the Fund Service Providers is no longer deemed able to carry out its business with the standard of care which was prevailing on the Issue Date or the resignation, termination, replacement, or death of any person deemed to be key in the management of the Fund has occurred;
- (i) **“Holding Ratio”** means the reduction of the Fund’s aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the Fund and/or its operating expenses or would increase the proportion of Fund Units held, or likely to be held, by a Hypothetical Investor, or any funds managed by the Hedge Counterparty, to such extent that the full redemption in one single Valid Order of the Fund Units held by a Hypothetical Investor or funds managed by the same, is likely to be impaired;
- (j) **“Increased Cost of Hedging”** means that a Hypothetical Investor would incur a materially increased (as compared with circumstances existing on the Issue Date of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hypothetical Hedge Positions, if applicable, or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions or (b) realise, recover or remit the proceeds of any such Hypothetical Hedge Positions or Intermediate Hypothetical Hedge Positions or Optional Hypothetical Hedge Positions, provided that assuming the Hypothetical Investor is the Hedge Counterparty, any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedge Counterparty or one of its affiliates shall not be deemed an Increased Cost of Hedging;
- (k) **“Insolvency”** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (a) all the Fund Units of that Fund are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Fund Units of that Fund become legally prohibited from transferring or redeeming them;
- (l) **“Liquidity Modification”** means that the Fund modifies the terms and conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund as provided in the Fund Documents as of the Issue Date of the Securities or implements a modification of the conditions at which subscription and/or redemption orders can be submitted or are settled by the Fund regardless as to whether the

principle of such modification was already envisaged in the Fund Documents as of the Issue Date of the Securities;

- (m) “**Merger Event**” means the conversion of the Fund Unit into another class of fund units or securities, or the split of the Fund, its consolidation or its merger with, or its sale or its conveyance of all or substantially all its assets to, a third party;
- (n) “**Nationalisation**” means that all the Fund Units or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (o) “**Regulatory Action**” means, with respect to any Fund Unit, (a) cancellation, suspension or revocation of the registration or approval of such Fund Unit or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Unit or Fund, (b) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Service Provider that is reasonably likely to have an adverse impact on the value of such Fund Unit or on any investor therein (as determined by the Calculation Agent), or (c) the related Fund or any of its Fund Service Providers becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund or Fund Service Provider;
- (p) “**Reporting Disruption**” means, in respect of any Fund Unit, any failure of the related Fund to deliver, or cause to be delivered, (a) information that such Fund has agreed to deliver, or cause to be delivered to a Hypothetical Investor or (b) information that has been previously delivered to a Hypothetical Investor in accordance with such Fund, or its authorised representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Units;
- (q) “**Strategy Breach**” means (a) any breach or violation of any strategy or investment guidelines stated in the related Fund Documents, that is reasonably likely to affect the value of the Fund Units or the rights or remedies of any holders thereof, in each case, as determined by the Calculation Agent or (b) any material modification, as determined by the Calculation Agent, of the risk profile of the Fund from its risk profile prevailing on the Issue Date of the Securities by reason of, but not limited to, the modification of the proportions, or reduction of diversification, of the type of assets in which the Fund invests or a reduction of the average liquidity of the assets of the Fund,

then the Calculation Agent may:

- (X) consider such Extraordinary Event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (Y) in the case of 2(m) above only, replace the Fund Unit by the kind and number of units or other securities and property receivable on such conversion, split, consolidation, merger, sale or conveyance by a holder of Fund Units prior to such conversion, split,

consolidation, merger, sale or conveyance for the purposes of determining the value of the Fund Unit and make any adjustment (if necessary) to the value of such Fund Unit; or

(Z) determine that the Issuer will apply one of the following methods:

(a) **“Monetisation until the Maturity Date or Expiration Date”**

(i) in the case of Notes only, in respect of the Intermediate Amount(s), and the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of the Extraordinary Event, but instead will, in full and final satisfaction of its obligations:

(1) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **“Calculation Amount”** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **“Calculation Period”**) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(2) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the **“Minimum Intermediate Amount”**), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between (i) (1) the net

positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Intermediate Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

and/or

- (ii) in the case of Notes only, in respect of the Final Redemption Amount and the Issuer shall no longer be liable for the payment, on the Maturity Date, of the Final Redemption Amount as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:
  - (1) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation

Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (2) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

- (iii) in the case of Warrants only, in respect of any Settlement Amount and (i) no Warrantholder shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and (ii) the Issuer shall no longer be liable for the payment, on any Settlement Date (whether then in existence or as yet undetermined), of any Settlement Amount as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:

- (1) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or
- (2) in respect of the settlement of Warrants whose Settlement Amount as defined in the Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount equal to the positive difference, if any, between (i)(1) the net positive cash amount that the Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation**

**Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded) and (ii) an amount equal to the Minimum Settlement Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

(b) **“Postponement to the Adjusted Intermediate Payment Date”** in the case of Notes only, and the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on the Intermediate Payment Date(s) following the occurrence of the Extraordinary Event, but instead will, in full and final satisfaction of its obligations:

(i) in respect of any payment of the Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a **“Calculation Amount”** for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(ii) in respect of any payment of the Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the **“Minimum Intermediate Amount”**), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions,

if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision) and (ii) an amount equal to the Minimum Intermediate Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

- (c) “**Substitution**” and the Calculation Agent shall (i) identify a Fund (the “**New Fund**”) having an investment strategy similar to the investment strategy of the Fund affected by the Extraordinary Event (the “**Old Fund**”), which new Fund will be substituted for the Old Fund and (ii) may adjust any relevant terms of the Securities to preserve the economic equivalent of the obligations of the Issuer under the Securities.

### 3. **Disruption Events relating to any Fund and/or any Fund Unit**

Upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of any of the following events (each a “**Disruption Event**”) in respect of a Valuation Date (the “**Disrupted Day**”) and a Fund or Fund Unit (the “**Affected Fund**”):

- (a) “**Calculation and/or Publication Disruption**” means the occurrence of an event, beyond the control of a Hypothetical Investor (including in case of any gate, deferral, suspension or other provisions in the Fund Documents permitting the Fund to delay or refuse subscription and/or redemption orders) which precludes the calculation and/or publication of the official net asset value per Fund Unit of the Fund by the Fund (or the Fund Service Provider generally in charge of calculating such official net asset value); or
- (b) “**Fund Settlement Disruption**” means a failure by the Fund to pay in cash the full amount of the redemption proceeds on the date by which the Fund was scheduled to have paid such amount and which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price, including without limitation due to (a) the transfer of all illiquid assets of such Fund to a dedicated fund, account or structure pending the liquidation of such assets for the benefit of existing holders of the Fund Units (side pocket), (b) the restriction on the amount or number of redemption orders that the Fund (or the Fund Service Provider generally in charge of accepting redemption orders) will accept in relation to a single date on which the Fund normally accepts redemption orders (a gate), (c) the suspension for any reason of the subscription or redemption orders by the Fund (or the Fund Service Provider generally in charge of accepting subscription and redemption orders) or (d) the postponement of the payment of the balance of redemption proceeds to a date occurring after the financial statements of the Fund have been reviewed by the Fund’s statutory auditors (holdback), in each case whether these events are imposed by the Fund without being envisaged in the Fund Documents on the Issue Date of the Securities or are already envisaged by the Fund Documents on the Issue Date of the Securities and are solely implemented by the Fund after such date; or

- (c) “**NAV Determination Disruption Event**” means the occurrence of any event (beyond the control of a Hypothetical Investor) other than the events mentioned in “*Calculation and/or Publication Disruption*” in Part 2 – 3(a) above or “*Fund Settlement Disruption*” in Part 2 – 3(b) above affecting such Fund which, in the determination of the Calculation Agent, makes it impossible or impracticable for the Calculation Agent to determine the Closing Price,

the Valuation Date, in respect of the Affected Fund, shall be postponed to the immediately following Fund Business Day or Fund Valuation Day (as specified to be applicable in relation to such Valuation Date in the Offering Circular Supplement) that is no longer affected by a Disruption Event for such Affected Fund.

If a Disruption Event has occurred or is continuing on each of the five scheduled Fund Business Days or Fund Valuation Days, as the case may be, following the Scheduled Valuation Date or if no Fund Business Day or Fund Valuation Day, as the case may be, that is not affected by a Disruption Event has occurred at the latest on the thirty-fifth calendar day following the Scheduled Valuation Date, then the Calculation Agent may either:

- (A) determine its good faith estimate of the net asset value per Fund Unit of such Fund which shall be deemed to be the Closing Price in respect of such Valuation Date, provided that if the Calculation Agent decides to make such determination, the Valuation Date shall occur no later than the fourth Business Day before the date of any payment to be made under the Securities on the basis of such determination; or
- (B) consider such Disruption Event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an “**Early Redemption Event**” or a “**Cancellation Event**” respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or
- (C) determine that the Issuer will apply one of the following methods:
- (i) In respect of any Intermediate Amount (in the case of Notes only),
- (1) the “**Monetisation until the Maturity Date**” and the Issuer shall no longer be liable for the payment of the Intermediate Amount initially scheduled to be paid on the Intermediate Payment Date related to the Disrupted Day but instead will, in full and final satisfaction of its obligations:
- (1.1) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the

Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (1.2) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Intermediate Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its

Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

(2) the “**Postponement to the Adjusted Intermediate Payment Date**” and the Issuer shall no longer be liable for the payment of the Intermediate Amount initially scheduled to be paid on such Intermediate Payment Date, but instead will, in full and final satisfaction of its obligations:

(2.1) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(2.2) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which will in all circumstances be a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Adjusted Intermediate Payment Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Intermediate Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary

into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision) and (ii) an amount equal to the Minimum Intermediate Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

and/or

- (ii) in respect of the Final Redemption Amount (in the case of Notes only), the “**Monetisation until the Maturity Date**” and the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:
  - (1) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or
  - (2) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Full

Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

- (iii) in respect of the Settlement Amount (in the case of Warrants only), the “**Monetisation until the Expiration Date**” and (i) no Warrantholder shall be entitled to deliver an Exercise Notice or otherwise exercise its Warrants and (ii) the Issuer shall no longer be liable for the payment, on any Settlement Date, of any Settlement Amount as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:
  - (1) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be

deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (2) in respect of the settlement of Warrants whose Settlement Amount as defined in the Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount equal to the positive difference, if any, between (i)(1) the net positive cash amount that the Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating, pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Disrupted Day, the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded) and (ii) an amount equal to the Minimum Settlement Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

- (iv) “**Substitution**” and the Calculation Agent shall (1) identify a Fund (the “**New Fund**”) having an investment strategy similar to the investment strategy of the Fund affected by the Extraordinary Event (the “**Old Fund**”), which New Fund will be substituted for the Old Fund and (2) may adjust any relevant terms of the Securities to preserve the economic equivalent of the obligations of the Issuer under the Securities.

Notwithstanding the foregoing, in respect of any Securities, a Valuation Date (postponed as the case may be pursuant to the provisions above) shall occur not later than the fourth Business Day before the date of any payment to be made under the Securities on the basis of determinations made on such Valuation Date; if a Valuation Date (postponed as the case may be pursuant to the provisions above) would fall after the fourth Business Day prior to the date of any payment to be made under the Securities on the basis of determinations made on such Valuation Date, then that fourth Business Day shall be deemed the Valuation Date and the Calculation Agent shall make, on that day the determinations described in Part 2 – 3(A) above at the latest as of the Valuation Time on such fourth Business Day and the good faith estimate of the net asset value of the Fund so calculated shall be deemed the Closing Price.

**4. Occurrence of an Extraordinary Event or a Disruption Event in relation to an optional redemption**

If, in relation to Notes only, “Redemption at the option of the Noteholders” or “Redemption at the Option of the Issuer” is specified as being applicable in the Offering Circular Supplement of the relevant Notes:

- (a) Upon the occurrence or likely occurrence of an Extraordinary Event or a Disruption Event, the Option Exercise Notice or the exercise by the Issuer of its right of optional redemption relating to an Optional Redemption Date with an Optional Redemption Cut-Off Date falling after the date of such occurrence shall be null and void.
- (b) Upon the occurrence or likely occurrence of an Extraordinary Event or a Disruption Event, with respect to Option Exercise Notices or the exercise by the Issuer of its right of optional redemption relating to an Optional Redemption Date with an Optional Redemption Cut-Off Date falling on or before the date of such occurrence, the Calculation Agent will determine which one of the following methods the Issuer will apply:
  - (i) “**Early Redemption Event**” and the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*); or
  - (ii) “**Monetisation until the Maturity Date**” and the Issuer shall no longer be liable for the payment, on the Optional Redemption Date, of the Optional Redemption Amount, but instead will, in full and final satisfaction of its obligations:
    - (A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event), the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used

in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event), the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded) and (ii) an amount equal to the Optional Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

or

- (iii) “**Postponement to the Adjusted Optional Redemption Date**” and the Issuer shall no longer be liable for the payment, on the Optional Redemption Date, of the Optional Redemption Amount, but instead will, in full and final satisfaction of its obligations:
- (A) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Adjusted Optional Redemption Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of

occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Adjusted Optional Redemption Date an amount per Note, determined by the Calculation Agent, equal to the positive difference between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a “**Calculation Amount**” for the purposes of this provision) and (ii) an amount equal to the Optional Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

**5. Occurrence of an Extraordinary Event or a Disruption Event in relation to an optional cancellation**

If, in relation to Warrants only, “Cancellation at the Option of the Issuer” is specified as being applicable in the Offering Circular Supplement of the relevant Warrants:

- (a) Upon the occurrence or likely occurrence of an Extraordinary Event or a Disruption Event, the exercise by the Issuer of its right of optional cancellation relating to an Optional Cancellation Date with an Optional Cancellation Cut-Off Date falling after the date of such occurrence shall be null and void.
- (b) Upon the occurrence or likely occurrence of an Extraordinary Event or a Disruption Event, with respect to the exercise by the Issuer of its right of optional cancellation relating to an Optional Cancellation Date with an Optional Cancellation Cut-Off Date falling on or before the date of such occurrence, the Calculation Agent will determine which one of the following methods the Issuer will apply:
  - (i) **“Cancellation Event”** and the Issuer shall terminate its obligations under the Warrants and shall pay or cause to be paid a Cancellation Amount in accordance with the provisions of Condition 24(d) (*Technical Annex Cancellation*); or
  - (ii) **“Monetisation until the Expiration Date”** and the Issuer shall no longer be liable for the payment, on the Optional Cancellation Date, of the Optional Cancellation Amount, but instead will, in full and final satisfaction of its obligations:
    - (A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Cancellation Date in case of a Disruption Event), the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **“Calculation Amount”** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **“Calculation Period”**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or
    - (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the

**"Optional Minimum Cancellation Amount"**), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Cancellation Date in case of a Disruption Event), the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a **"Calculation Amount"** for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a **"Calculation Period"**) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded) and (ii) an amount equal to the Optional Minimum Cancellation Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(iii) **"Postponement to the Adjusted Optional Cancellation Date"** and the Issuer shall no longer be liable for the payment, on the Optional Cancellation Date, of the Optional Cancellation Amount, but instead will, in full and final satisfaction of its obligations:

(A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Adjusted Optional Cancellation Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Cancellation Date in case of a Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which,

converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a "**Calculation Amount**" for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the "**Optional Minimum Redemption Amount**"), pay (a) on the Optional Cancellation Date an amount per Warrant equal to the Optional Minimum Cancellation Amount and (b) on the Adjusted Optional Cancellation Date an amount per Warrant, determined by the Calculation Agent, equal to the difference between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Cancellation Date in case of a Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a "**Calculation Amount**" for the purposes of this provision) and (ii) an amount equal to the Optional Minimum Cancellation Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

## 6. **Maturity Disruption Event relating to any Fund and/or any Fund Unit**

In respect of Notes only, upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of a Maturity Disruption Event:

- (a) the Issuer shall consider such Maturity Disruption Event as an event triggering an early redemption of the Notes (hereafter, an "**Early Redemption Event**"). In the case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Notes and shall pay or cause to be paid an Early Redemption Amount in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) of the Conditions of the Securities; or
- (b) the Maturity Date of the Notes shall be postponed to the Adjusted Maturity Date and in that case the Issuer shall no longer be liable for the payment, on the Maturity Date of the Intermediate Amount and/or Optional Redemption Amount and/or Final

Redemption Amount, as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:

- (i) in respect of any Intermediate Amount and/or Optional Redemption Amount:
  - (A) in respect of the redemption of Notes whose Intermediate Amount and/or Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event that gives rise to the Maturity Disruption Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Intermediate Payment Date and/or the Optional Redemption Date in case of a Disruption Event giving rise to the Maturity Disruption Event) the Intermediate and/or Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate or Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate and/or Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate and/or Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate and/or Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or
  - (B) in respect of the redemption of Notes whose Intermediate Amount and/or Optional Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Payment Amount**”), pay (a) on the Maturity Date an amount per Note equal to the Minimum Payment Amount and (b) on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event that gives rise to the Maturity Disruption Event or pursuant to a Valid Order submitted in

accordance with the Applicable Method specified in respect of the Valuation Date relating to Intermediate Payment Date and/or the Optional Redemption Date in case of a Disruption Event giving rise to the Maturity Disruption Event) the Intermediate and/or Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Intermediate or Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate and/or Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Intermediate Full Liquidation Date and/or the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded) and (ii) an amount equal to the Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Intermediate and/or Optional or Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Intermediate and/or Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

and/or

(ii) In respect of the Final Redemption Amount:

(A) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating (pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the last Valuation Date) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be

deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Redemption Amount**”), pay (a) on the Maturity Date an amount per Note equal to the Minimum Redemption Amount and (b) on the Adjusted Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating (pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the last Valuation Date) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Maturity Date (excluded) and (ii) an amount equal to the Minimum Redemption Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

If the Full Liquidation Date has not occurred, at the latest on the fourth Business Day preceding the Postponed Scheduled Maturity Date, as determined by the Calculation Agent, the amount paid by the Issuer on the Postponed Scheduled Maturity Date pursuant to Part 2 – 6(a) or 6(b) above, shall be determined by the Calculation Agent on the basis of (a) the net positive cash amount that a Hypothetical Investor would be left with on such fourth Business Day preceding the Postponed Scheduled Maturity Date as a result of liquidating (pursuant to the provisions above) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the fourth Business Day preceding the Postponed Scheduled Maturity Date, is a “**Calculation Amount**” for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by the Hypothetical Investor under its Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

## 7. Settlement Disruption Event relating to any Fund and/or any Fund Unit

In respect of Warrants only, upon the occurrence or the likely occurrence, as determined by the Calculation Agent, of a Settlement Disruption Event:

- (a) the Issuer shall consider such Settlement Disruption Event as an event triggering a cancellation of the Warrants (hereafter, a “**Cancellation Event**”). In the case where a Cancellation Event occurs, the Issuer shall terminate its obligations under the Warrants and shall pay or cause to be paid a Cancellation Amount in accordance with the provisions of Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities; or
- (b) the Expiration Date of the Warrants shall be postponed to the Adjusted Settlement Date and in that case the Warrants shall no longer be capable of being exercised (whether by delivery of an Exercise Notice or pursuant to the application of Automatic Exercise) and the Issuer shall no longer be liable for the payment, on any Settlement Date (whether then in existence or as yet undetermined) or Optional Cancellation Date, of any Settlement Amount and/or Optional Cancellation Amount, as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:
  - (i) in respect of the Optional Cancellation Amount:
    - (A) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Adjusted Settlement Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event that gives rise to the Settlement Disruption Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event giving rise to the Settlement Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Settlement Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(B) in respect of the cancellation of Warrants whose Optional Cancellation Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the "**Minimum Optional Cancellation Amount**"), pay (a) on the Expiration Date an amount per Warrant equal to the Minimum Optional Cancellation Amount and (b) on the Adjusted Settlement Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Optional Full Liquidation Date, as a result of liquidating (either within 30 Business Days following the date of occurrence or likely occurrence of the Extraordinary Event that gives rise to the Settlement Disruption Event or pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the Valuation Date relating to the Optional Redemption Date in case of a Disruption Event giving rise to the Settlement Disruption Event) the Optional Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a "**Calculation Amount**" for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any (which for the purposes of this provision and of the Compounding Method shall be a "**Calculation Period**") between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Settlement Date (excluded) and (ii) an amount equal to the Minimum Optional Cancellation Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Optional Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Optional Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

and/or

(ii) in respect of any Settlement Amount:

(A) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Adjusted Settlement Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating (pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the last Valuation Date) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (b) the Associated Costs (the result of which converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a "**Calculation**

**Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Settlement Date (excluded); for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (B) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay (a) on the Expiration Date an amount per Warrant equal to the Minimum Settlement Amount and (b) on the Adjusted Settlement Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference between (i) (1) the net positive cash amount that a Hypothetical Investor would be left with on the Full Liquidation Date, as a result of liquidating (pursuant to a Valid Order submitted in accordance with the Applicable Method specified in respect of the last Valuation Date) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus (2) the Associated Costs (the result of which converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period, if any, (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Adjusted Settlement Date (excluded) and (ii) an amount equal to the Minimum Settlement Amount; for the avoidance of doubt, the liquidation proceeds of any assets held by a Hypothetical Investor as Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by such Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

If the Full Liquidation Date has not occurred, at the latest on the fourth Business Day preceding the Postponed Scheduled Expiration Date, as determined by the Calculation Agent, the amount paid by the Issuer on the Postponed Scheduled Expiration Date pursuant to Part 2 – 7(a) or 7(b) above, shall be determined by the Calculation Agent on the basis of (a) the net positive cash amount that a Hypothetical Investor would be left with on such fourth Business Day preceding the Postponed Scheduled Expiration Date as a result of liquidating (pursuant to the provisions above) the Hypothetical Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hypothetical Hedge Positions, if any, with the liquidation proceeds of the assets of the Hypothetical Hedge Positions) minus

(b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the fourth Business Day preceding the Postponed Scheduled Expiration Date, is a “**Calculation Amount**” for the purposes of this provision); for the avoidance of doubt, the liquidation proceeds of any assets held by the Hypothetical Investor under its Hypothetical Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hypothetical Investor under its Hypothetical Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

### **PART 3 – CALCULATIONS BY THE CALCULATION AGENT**

- (a) Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Fund Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or Optional Redemption Amount and/or Optional Cancellation Amount shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.
- (b) Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or the Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent’s specified address.

## COMMODITIES TECHNICAL ANNEX

The terms and conditions (the “**Commodity Linked Conditions**”) set out in the following commodities technical annex (the “**Commodities Technical Annex**”) shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the conditions of the Securities and any reference to the “Conditions” of the relevant Securities shall be construed accordingly. This Commodities Technical Annex shall be applicable if the following is stated in the applicable Offering Circular Supplement:

*“The provisions of the Commodities Technical Annex apply to these [Notes]/[Warrants] and should be read together with this Offering Circular Supplement. In the event of any inconsistency between the Commodities Technical Annex and this Offering Circular Supplement, this Offering Circular Supplement shall prevail.”*

Terms used in this Commodities Technical Annex, unless specifically defined herein, shall have the same meanings as those set out in the Conditions of the Securities or the Principal Trust Deed, as the context requires.

### PART 1 – DEFINITIONS

#### 1. Commodity Reference Prices

“**Commodity Reference Price**” means any of (a) the prices specified for the relevant Commodity below, (b) the Closing Price for the relevant Commodity Index specified in the applicable Offering Circular Supplement or (c) any other price specified in the applicable Offering Circular Supplement.

“**AL**” for a date means the settlement price per tonne of high grade *primary aluminium* at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the LME for that date (available on page “LOAHDY Comdty” of the Bloomberg terminal).

“**BL**” for a date means the settlement price per barrel of the Brent blend crude oil on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the ICE for that date (available on page “CO1 Comdt” for a First Nearby Month Futures Contract and on “CO2 Comdt” for a Second Nearby Month Futures Contract the relevant page of the Bloomberg terminal).

“**CC**” for a date means the settlement price per metric tonne of Cocoa Bean on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the ICE for that date (available on page “CC1 Comdty” for a First Nearby Month Futures Contract and “CC2 Comdty” for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**CL**” for a date means the settlement price per barrel of the West Texas Intermediate light sweet crude oil on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Offering Circular Supplement) stated in USD, as determined and made public by the NYMEX for that date (available on page “CL1 Comdty” of the Bloomberg terminal).

“**CO**” for a date means the settlement price per bushel of No.2 Yellow Corn on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S cents, as determined and made public by the CBOT for that date (available on page “Cc1” for a First

Nearby Month Futures Contract and "C2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**CT**” for a date means the settlement price per pound of Cotton No.2 on the ICE of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S cents, as determined and made public by the ICE for that date (available on page "CT1 Comdty" for a First Nearby Month Futures Contract and "CT2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**CU**” for a date means the settlement price per tonne of copper Grade A at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the LME for that date (available on page "LOCADY Comdty" of the Bloomberg terminal).

“**DA**” for a date means the settlement price per 100 pounds of Class III Milk on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the CME for that date (available on page "DA1 Comdty" for a First Nearby Month Futures Contract and "DA2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**EU2**” for a date means the settlement price per emissions allowance (such emissions allowance being an entitlement to emit one tonne of carbon dioxide equivalent gas) on the ICE of the ICE ECX CFI December Futures Contract which first expires on or following that date (unless otherwise provided for in the applicable Offering Circular Supplement), stated in EUR, as determined and made public by the ICE for that date (available on page "EMIT" of the Bloomberg terminal).

“**FC**” for a date means the settlement price per pound of Feeder Cattle on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S. cents, as determined and made public by the CME for that date (available on page "FC1 Comdty" for a First Nearby Month Futures Contract and "FC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**FN**” for a date means the settlement price per Therm of the UK natural gas on the ICE of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Offering Circular Supplement) stated in GBP pence, as determined and made public by ICE for that date (available on page “FN1 Comdty” of the Bloomberg terminal).

“**GI**” for a date means the settlement price per MWh of the phelix baseload electricity index (Germany/Austria) on the EEX of the Second Nearby Month Contract (unless otherwise provided for in the applicable Offering Circular Supplement) stated in EUR, as determined and made public by the EEX for that date (available on page “GI2 Comdty” of the Bloomberg terminal).

“**GL**” for a date means the settlement price per metric ton of the gas oil on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the ICE for that date (available on page "QS1 Comdty" for a First Nearby Month Futures Contract and "QS2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**GO**” for a date, means the afternoon (unless otherwise provided for in the applicable Offering Circular Supplement) Gold fixing price per troy ounce of Gold for delivery in London through a member of the LBMA authorised to effect such delivery, stated in USD, as

determined and made public by the London Gold Market for that date (available on page "GOLDLNPM Index" of the Bloomberg terminal).

“**HO**” for a date means the settlement price per US Gallon of the heating oil on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the NYMEX for that date (available on page "HO1 Comdty" of the Bloomberg terminal).

“**KC**” for a date means the settlement price per pound of Arabica Coffee on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S cents, as determined and made public by the ICE for that date (available on page "KC1 Comdty" for a First Nearby Month Futures Contract and "KC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**KW**” for a date means the settlement price per bushel of Hard Red Winter Wheat on the KBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S cents, as determined and made public by the KBOT for that date (available on page "KW1 Comdty" for a First Nearby Month Futures Contract and "KW2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**LC**” for a date means the settlement price per pound of Live Cattle on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S. cents, as determined and made public by the CME for that date (available on page "LC1 Comdty" for a First Nearby Month Futures Contract and "LC2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**LH**” for a date means the settlement price per pound of Lean Hogs on the CME of the First Nearby Month Futures Contract subject to Roll Adjustment 1 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S. cents, as determined and made public by the CME for that date (available on page "LH1 Comdty" for a First Nearby Month Futures Contract and "LH2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

“**NG**” for a date means the settlement price per MMBTU of natural gas on the NYMEX of the Henry Hub Natural Gas of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the NYMEX for that date (available on page "NG1 Comdty" of the Bloomberg terminal).

“**NI**” for a date means the settlement price per tonne of Primary Nickel at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the LME for that date (available on page "LONIDY Comdty" of the Bloomberg terminal).

“**OJ**” for a date means the settlement price per pound of Frozen Concentrated Orange Juice on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S cents, as determined and made public by the ICE for that date (available on page "JO1 Comdty" for a First Nearby Month Futures Contract and "JO2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal)

“**PB**” for a date means the settlement price per tonne of the Standard Lead at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the

applicable Offering Circular Supplement), stated in USD, as determined and made public by the LME for that date (available on page "LOPBDY Comdty" of the Bloomberg terminal).

**"PD"** for a date, means the afternoon (unless otherwise provided for in the applicable Offering Circular Supplement) Palladium fixing price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in USD, as determined and made public by the LPPM for that date (available on page "PLDMLNPM Comdty" of the Bloomberg terminal).

**"PT"** for a date means the afternoon (unless otherwise provided for in the applicable Offering Circular Supplement) Platinum fixing price per troy ounce gross of Platinum for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in USD, as determined and made public by the LPPM for that date (available on page "PLTMLNPM Comdty" of the Bloomberg terminal).

**"RB"** for a date means the settlement price per US Gallon of the reformulated gasoline blendstock for oxygen blending on the NYMEX of the First Nearby Month Futures Contract (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the NYMEX for that date (available on page "XB1 Comdty" of the Bloomberg terminal).

**"SB"** for a date means the settlement price per pound of Sugar #11 on the ICE of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S. cents, as determined and made public by the ICE for that date (available on page "SB1 Comdty" for a First Nearby Month Futures Contract and "SB2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

**"SI"** for a date means the Silver fixing price per troy ounce of Silver for delivery in London through a member of the LBMA authorised to effect such delivery, stated in U.S. cents, as determined and made public by the London Silver Market for that date (available on page "SLVRLN Index" of the Bloomberg terminal).

**"SM"** for a date means the settlement price per metric ton of Soybean Meal on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the CBOT for that date (available on page "SM1 Comdty" for a First Nearby Month Futures Contract and "SM2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

**"SO"** for a date means the settlement price per bushel of Soybean on the CBOT of First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S cents, as determined and made public by the CBOT for that date (available on page "S 1 Comdty" for a First Nearby Month Futures Contract and "S 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

**"WH"** for a date means the settlement price per bushel of deliverable grade wheat on the CBOT of the First Nearby Month Futures Contract subject to Roll Adjustment 2 (unless otherwise provided for in the applicable Offering Circular Supplement), stated in U.S. cents, as determined and made public by the CBOT for that date (available on page "W 1 Comdty" for a First Nearby Month Futures Contract and "W 2 Comdty" for a Second Nearby Month Futures Contract of the Bloomberg terminal).

**"XA"** for a date means the settlement price per metric ton of the Rotterdam monthly coal on the ICE of the Second Nearby Month Futures Contract (unless otherwise provided for in the

applicable Offering Circular Supplement) stated in USD, as determined and made public by the ICE for that date (available on page “XA2 Comdty” of the Bloomberg terminal).

“ZN” for a date means the settlement price per tonne of Special High Grade Zinc at the end of the second morning ring on the LME for cash delivery (unless otherwise provided for in the applicable Offering Circular Supplement), stated in USD, as determined and made public by the LME for that date (available on page "LOZSDY Comdty" of the Bloomberg terminal).

## 2. Price Sources

“**Price Source**” means, with respect to a Commodity Reference Price, the Exchange, Index Sponsor or other entity, as specified in the definition of that Commodity Reference Price as the entity which determines and makes public the relevant price.

“**APX**” means the Amsterdam Power Exchange N.V. or its successor.

“**CBOT**” means the Chicago Board of Trade or its successor.

“**CME**” means the Chicago Mercantile Exchange or its successor.

“**COMEX**” means the Commodity Exchange Inc., New York or its successor.

“**EEX**” means European Energy Exchange or its successor.

“**ICE**” or “**Futures ICE**” means the Intercontinental Exchange, Inc. or its successor.

“**KBOT**” 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.

“**London Gold Market**” means the market in London on which members of the LBMA, amongst other things, quote prices for the buying and selling of Gold.

“**London Silver Market**” means the market in London on which members of the LBMA, amongst other things, quote prices for the buying and selling of Silver.

“**LPPM**” means the London Platinum and Palladium Market or its successor.

“**NORDPOOL**” means the Nord Pool ASA (The Nordic Power Exchange) or its successor.

“**NYMEX**” means the New York Mercantile Exchange or its successor.

“**OMLX**” means the OM London Exchange Ltd. or its successor.

“**SIMEX**” means the Singapore International Monetary Exchange, Inc. or its successor.

## 3. Other Definitions

“**Barrier Date**” means a date with respect to which the Calculation Agent determines whether a Barrier Level is reached or any other condition has occurred, and which includes each date specified as such in the applicable Offering Circular Supplement. If a date is specified in the applicable Offering Circular Supplement as both a Barrier Date and a Valuation Date, it will be considered as a Valuation Date. With respect to a Commodity, Barrier Date is subject to Commodity Business Day Adjustment. With respect to a Commodity Index, Barrier Date is subject to Index Business Day Adjustment. Unless otherwise specified in the applicable Offering Circular Supplement, Common Commodity Business Day or Common Index Business Day, as relevant, is applicable to Barrier Dates.

“**Barrier Level**” means the level specified as such in the applicable Offering Circular Supplement.

“**Basket**” means a basket of Commodities specified in the applicable Offering Circular Supplement.

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, as relevant, determined on the basis of the Specified Currency of the relevant Securities.

“**Closing Price**” for a date means, with respect to a Commodity Index, the closing level of the Commodity Index determined and made public by the Index Sponsor for that date.

“**Commodity**” means any of the commodities referenced in the relevant Commodity Reference Price, commodities comprised in a Commodity Index or any Underlying Index, if applicable or any commodity otherwise specified in the applicable Offering Circular Supplement.

“**Commodity Business Day**” means (a) when the Commodity Reference Price is a price determined and made public by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a scheduled trading day on that Exchange and, (b) when the Commodity Reference Price is not a price determined and made public by an Exchange, a day with respect to which the relevant Price Source is scheduled to make public a price.

“**Commodity Index**” means the index on commodities specified in the applicable Offering Circular Supplement.

“**Commodity Intraday Price**” means, with respect to a Commodity and a day, any price at which such Commodity has been traded on the relevant Exchange at any time during that day, as determined by the Calculation Agent, such price to include the Commodity Reference Price, except that Commodity Intraday Price shall (unless otherwise determined by the Calculation Agent) mean, for the following Commodities:

“**Gold Intraday Price**” means the Gold Intraday Price per troy ounce of Gold for delivery in London through a member of the LBMA authorised to effect such delivery, stated in USD, for that date available on page "XAU EBSF" of the Bloomberg terminal.

“**Palladium Intraday Price**” means the Palladium Intraday Price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in USD, for that date available on or on page "XPD EBSF Curncy" of the Bloomberg terminal.

“**Platinum Intraday Price**” means the Platinum Intraday Price per troy ounce gross of Platinum for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in USD, for that date available on or on page "XPT EBSF Curncy" of the Bloomberg terminal.

“**Silver Intraday Price**” means the Palladium Intraday Price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in USD, for that date available on or on page "XAG EBSF Curncy" of the Bloomberg terminal.

“**Common Commodity Business Day**” means, with respect to a Barrier Date, a day which is a Commodity Business Day with respect to all Commodity Reference Prices specified in the applicable Offering Circular Supplement.

“**Common Index Business Day**” means, with respect to a Barrier Date, a day which is an Index Business Day with respect to all Commodity Indices specified in the applicable Offering Circular Supplement.

“**Exchange**” means the exchange or principal trading market specified in the applicable Offering Circular Supplement, provided that with respect to a Commodity Index, “**Exchange**” means the exchange or quotation system on which the commodities comprised in the Commodity Index are traded, or any successor exchange or quotation system or any substitute exchange or quotation system acceptable to the Calculation Agent, in particular by reason of comparable liquidity relative to the relevant Commodities.

“**Final Valuation Date**” means the date specified as such in the applicable Offering Circular Supplement.

“**Futures Contract**” means, with respect to a Commodity Reference Price and a Valuation Date or a Barrier Date, a standardised contract, traded on the Exchange referenced in that Commodity Reference Price, for future delivery of a contract size of the Commodity referenced in that Commodity Reference Price, as specified in the applicable Offering Circular Supplement, provided that, (a) if a particular date or month is specified in the applicable Offering Circular Supplement, the relevant Futures Contract will be the Futures Contract providing for delivery on that date or month, (b) if First Nearby Month, Second Nearby Month etc. is specified in the Offering Circular Supplement, the relevant Futures Contract will be respectively the first Futures Contract, the second Futures Contract etc. to expire on the relevant Valuation Date or Barrier Date.

“**Index Business Day**” means, with respect to an Index, any day (a) on which the Index Sponsor and the Underlying Index Sponsor are scheduled to determine and make public the Closing Price of the Index and Underlying Index, as applicable, on the relevant Index Sponsor’s and Underlying Index Sponsor’s website and (b) which is a trading day on the relevant Exchange for all Relevant Futures Contracts.

“**Index Disruption Event**” means, with respect to a Commodity Index, any of the following events:

- (A) the failure by the Index Sponsor to make public the Closing Price on the relevant Index Sponsor’s website or, with respect to a Barrier Date, the failure of the Index Sponsor to make public the Closing Price by 8:30 am New York time on the next following Business Day in London and/or New York, as applicable;
- (B) the failure by the Underlying Index Sponsor to make public the Closing Price of the Underlying Index on the relevant Underlying Index Sponsor’s website;
- (C) the failure by the relevant Exchange to determine or make public the settlement price for a Relevant Futures Contract, provided however that this Index Disruption Event shall not apply to a Barrier Date; and/or
- (D) the material suspension of trading (“**Trading Suspension**”) or the material limitation imposed on trading (“**Trading Limitation**”) (whether by reason of movements in price reaching limits established by the relevant Exchange within which the price of the relevant Futures Contract may fluctuate (“**Limit Price**”) or otherwise) in the Relevant Futures Contract on the relevant Exchange; provided however that, with respect to Barrier Dates only, the settlement price reaching the upper or lower limit of the Limit Price for a Relevant Futures Contract will not be considered as an Index Disruption Event.

“**Index Sponsor**” means the corporation or other entity as specified in the applicable Offering Circular Supplement which (a) is responsible for establishing and reviewing the rules, procedures and the methods of calculation and adjustments, if any, related to the relevant

Commodity Index and (b) makes public (directly or through an agent) the level of the relevant Commodity Index on a regular basis.

**“Initial Valuation Date”** means the date specified as such in the applicable Offering Circular Supplement.

**“Market Disruption Event”** means, with respect to a Commodity, any event that, in the reasonable opinion of the Calculation Agent, disrupts or impairs the determination of the price of such Commodity for a Valuation Date or a Barrier Date, as relevant, and includes, without limitation:

- (A) the failure by the relevant Price Source to make public the relevant price for a Valuation Date or, with respect to a Barrier Date, the failure of such relevant Price Source to make public the relevant price by 8:30 am New York time on the next following Business Day in London and/or New York, as applicable, or the temporary or permanent discontinuance or unavailability of the Price Source; and/or
- (B) the Trading Suspension or the Trading Limitation (whether by reason of movements in price reaching the limits of the Limit Price or otherwise) in the relevant Commodity on the relevant Exchange; provided however that, with respect to Barrier Dates only, the settlement price reaching the upper or lower limit of the Limit Price will not be considered as a Market Disruption Event.

The occurrence of a Market Disruption Event shall be determined by the Calculation Agent in good faith.

**“MMBTU”** means one million British thermal units.

**“Observation Barrier Period”** means, unless otherwise specified in the applicable Offering Circular Supplement, the period from and including the first Valuation Date to and including the last Valuation Date.

**“Observation Business Day”** means a day (other than a Saturday or a Sunday) on which commercial banks are open for business either in London or in New York.

**“Relevant Futures Contract”** means each futures contract comprised in the Commodity Index or in the Underlying Index.

**“Roll Adjustment”** means any of the following roll rules:

**“Roll Adjustment 1”**: For a Valuation Date falling on a day which is the last trade date of the First Nearby Month Futures Contract, the relevant Futures Contract will be the Second Nearby Month Futures Contract.

**“Roll Adjustment 2”**: For a Valuation Date falling after a day which is the standard (last) expiration date of the First Nearby Month Futures option contract, traded on the Exchange referred to in the relevant Commodity Reference Price, the relevant Futures Contract will be the Second Nearby Month Futures Contract.

**“Roll Adjustment 3”**: For a Valuation Date falling on or after the first notice date of the First Nearby Month Futures Contract traded on the Exchange referred to in the relevant Commodity Reference Price, the relevant Futures Contract will be the Second Nearby Month Futures Contract.

**“Strike Price”** means the price specified as such in the applicable Offering Circular Supplement.

**“Underlying Index”** means each index comprised in a Commodity Index.

“**Underlying Index Sponsor**” means the corporation or other entity as specified in the applicable Offering Circular Supplement which (a) is responsible for establishing and reviewing the rules, procedures and the methods of calculation and adjustments, if any, related to the relevant Underlying Index and (b) makes public (directly or through an agent) the level of the relevant Underlying Index on a regular basis.

“**Valuation Date**” means a date with respect to which a Commodity Reference Price is determined and includes the Initial Valuation Date and the Final Valuation Date, as the case may be, and/or each date specified as such in the applicable Offering Circular Supplement. With respect to a Commodity, Valuation Date is subject to Commodity Business Day Adjustment. With respect to a Commodity Index, Valuation Date is subject to Index Business Day Adjustment. Unless otherwise specified in the applicable Offering Circular Supplement, neither Common Commodity Business Day nor Common Index Business Day, as relevant, is applicable to Valuation Dates.

## **PART 2 – PROVISIONS APPLICABLE TO COMMODITIES OTHER THAN INDICES**

### **1. Commodity Business Day Adjustment**

- (a) If a Valuation Date is not a Commodity Business Day with respect to a Commodity Reference Price, then the Valuation Date for such Commodity Reference Price shall be postponed to the next day which is a Commodity Business Day with respect to such Commodity Reference Price, subject to valuation deadline provisions in Part 2 – 1(c) below.
- (b) If a Barrier Date is not a Common Commodity Business Day, then such Barrier Date shall be postponed to the next day which is a Common Commodity Business Day, subject to determination deadline provisions in Part 2 – 1(c) below.
- (c) Notwithstanding the foregoing, a Valuation Date or a Barrier Date shall occur not later than the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date or Barrier Date, as the case may be. Such fourth Business Day shall be deemed to be the Valuation Date or Barrier Date, as relevant, and the Calculation Agent shall determine in good faith the fair market value of the Commodity or Commodities for which that fourth Business Day is not a Commodity Business Day.

### **2. Consequences of Market Disruption Events**

- (a) If a Market Disruption Event occurs or is continuing with respect to a Commodity Reference Price on a Valuation Date, then the price of such Commodity with respect to such Valuation Date will be determined in accordance with (i), (ii) or (iii) below.
  - (i) The Commodity Reference Price for such Valuation Date published by the relevant Exchange on the next Commodity Business Day on which there is no Market Disruption Event (the “**Determination Day**”), provided that such Determination Day shall fall within a period of five Observation Business Days from and including such Valuation Date.
  - (ii) If the Commodity Reference Price is not determined as per paragraph (a) above or is a Limit Price, the Commodity Reference Price published by the relevant Exchange for the next Commodity Business Day on which there is no Trading Limitation or Trading Suspension, provided that such Determination Day shall fall within a period of five Observation Business Days from and including the relevant Valuation Date.

The determination of the Commodity Reference Price in (a) and (b) above is subject to determination deadline provisions in Part 2 – 2(b) below.

- (iii) If there is no Determination Day within a period of five Observation Business Days following the Valuation Date, then the prices for such Valuation Date shall be

determined, in good faith, by the Calculation Agent on such fifth Observation Business Day, using:

- (A) with respect to the Commodity or Commodities which are not affected by a Market Disruption Event on the fifth Observation Business Day, the relevant Commodity Reference Price for that fifth Observation Business Day; and
  - (B) with respect to the Commodity or Commodities which are affected by a Market Disruption Event on the fifth Observation Business Day, the fair market value of such Commodity or Commodities.
- (b) Notwithstanding the foregoing, the prices for a Valuation Date shall be determined by the Calculation Agent at the latest on the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date. This Part 2 – 2 shall not apply to a Barrier Date.

### **3. Consequences of Extraordinary Events affecting the Commodities or Commodity Reference Prices**

If, in the determination of the Calculation Agent:

- (a) the relevant Commodity Reference Price disappears or permanently discontinues or otherwise becomes unavailable; or
- (b) at any time following the first Valuation Date, a material change in the formula or the calculation method for the relevant Commodity Reference Price occurs; or
- (c) at any time following the first Valuation Date, a material change in the content, the composition or the constitution of the relevant Commodity occurs,

then the Calculation Agent will be entitled to either:

- (y) determine in good faith the fair market value of the relevant Commodity for the relevant Valuation Date or Barrier Date; or
- (z) replace, to the extent possible, the affected Commodity Reference Price with a similar price.

If the Calculation Agent does not make a determination in accordance with Part 2 – 3(y) above and if, in the determination of the Calculation Agent, no price meets the criteria to be an appropriate replacement price in accordance with Part 2 – 3(z) above, then the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be.

### **4. Consequences of adjustment events affecting the Commodity Reference Price**

If a Commodity Reference Price made public on the relevant Price Source's page and utilised in any calculation or determination made under the Securities is subsequently corrected and the correction is made available to the public on the relevant Price Source's page after the original publication but no later than (i) in the case of Notes, four Commodity Business Days or Index Business Days, as applicable, prior to the Maturity Date (or any payment date(s) determined in the applicable Offering Circular Supplement) or (ii) in the case of Warrants, the earlier of (x) the Actual Exercise Date in respect of any Warrant and (y) the fourth Commodity Business Day or Index Business Day, as applicable, prior to the Expiration Date, the Calculation Agent will determine in its sole discretion whether adjustments to the terms of

the Securities are necessary to account for such correction. Any adjustment resulting from such correction shall be made in the Calculation Agent's sole discretion.

### **PART 3 - PROVISIONS APPLICABLE TO INDICES ON COMMODITIES**

#### **1. Index Business Day Adjustment**

- (a) If a Valuation Date is not an Index Business Day with respect to a Commodity Index, then the Valuation Date for such Commodity Index shall be postponed to the next day which is an Index Business Day with respect to such Commodity Index, subject to valuation deadline provisions in C below.
- (b) If a Barrier Date is not a Common Index Business Day, then such Barrier Date shall be postponed to the next day which is a Common Index Business Day, subject to determination deadline provisions in C below.
- (c) Notwithstanding the foregoing, a Valuation Date or a Barrier Date shall occur not later than the fourth Business Day prior to the date of any payment to be made on the basis of determinations made for such Valuation Date or Barrier Date; as the case may be. Such fourth Business Day shall be deemed to be the Valuation Date or Barrier Date, as relevant, and the Calculation Agent shall determine in good faith the fair market level of the Commodity Index or Commodity Indices for which that fourth Business Day is not an Index Business Day.

#### **2. Consequences of Index Disruption Events**

- (a) If a Valuation Date specified in the Offering Circular Supplement is subject to an Index Disruption Event for a Commodity Index and any Underlying Index, as applicable, the level of such Commodity Index or Underlying Index shall be determined by the Calculation Agent in good faith in accordance with the formula and calculation method for that Commodity Index and Underlying Index, as applicable, last in effect prior to the occurrence of the first Index Disruption Event (subject to determination deadline provisions in B below), using:
  - (i) with respect to each commodity comprised in the Commodity Index or any Underlying Index for which no Relevant Futures Contract is affected by an Index Disruption Event, its settlement price as determined and made public by the relevant Exchange for the Valuation Date; and
  - (ii) with respect to each commodity comprised in the Commodity Index or any Underlying Index for which one or more Relevant Futures Contract is affected by an Index Disruption Event:
    - (A) the settlement price of Relevant Futures Contracts related to such commodity as determined and made public by the relevant Exchange on the Valuation Date or retrospectively within five Observation Business Days from and including the relevant Valuation Date;
    - (B) if the settlement price is not determined as per (i) above or is a Limit Price, the settlement price of all Relevant Futures Contracts related to such commodity published by the relevant Exchange for the next Commodity Business Day with respect to all Relevant Futures Contracts and on which the Index Disruption Event ceases to exist; or
    - (C) if the settlement price of one or more Relevant Futures Contracts is not determined as per (i) or (ii) above, the fair market value of all Relevant Futures Contracts on that fifth Observation Business Day.

- (b) Notwithstanding the foregoing, the date on which the value of a Commodity comprised in the Commodity Index and the level of Commodity Index are determined shall occur not later than the fourth Business Day prior to the date of any payment to be made under the Securities on the basis of determinations made on such date.

### 3. Consequences of Extraordinary Events and adjustments to Indices

- (a) If a Commodity Index is:
- (i) not calculated and made public by the relevant Index Sponsor but is calculated and made public by a relevant successor sponsor (the “**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 that Commodity Index,

then the Commodity Index will be deemed to be the index so calculated and made public by the relevant Successor Sponsor or that successor index (as the case may be).

- (b) If, in the determination of the Calculation Agent:
- (i) the relevant Index Sponsor (or, if applicable, the Successor Sponsor) makes a material change in the formula of a Commodity Index or in any other way materially modifies a Commodity Index (other than a modification prescribed in that formula or method to maintain that Commodity Index in the event of changes in commodities comprised in the Commodity Index and capitalisation and other routine events); or
  - (ii) the Index Sponsor (or, if applicable, the Successor Sponsor) permanently cancels a Commodity Index and no successor index exists,

then the Calculation Agent will be entitled to either:

- (y) determine the level of that Commodity Index for the relevant Valuation Date or Barrier Date in accordance with the formula and calculation method for that Commodity Index last in effect prior to that change, failure or cancellation. The Commodity Index so calculated will be used in lieu of the Closing Price made public by the Index Sponsor for the determination of an amount to be paid under the Securities or to determine whether a condition, if any, has occurred or not; or
- (z) replace the Commodity Index with a new index to the extent possible, representative of the similar type of commodities comprised in the Commodity Index and traded on one or more Exchanges.

If the Calculation Agent does not make a calculation in accordance with Part 3 – 3(y) above and if, in the determination of the Calculation Agent, no index meets the criteria to be an appropriate replacement index in accordance with Part 3 – 3(z) above, then the Issuer shall terminate its obligations under the Securities and pay to each Holder, as soon as possible after the occurrence of the event giving rise to the relevant adjustment, an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities.

#### **PART 4 - HEDGING DISRUPTION, CHANGE IN LAW AND CONSEQUENCES THEREOF**

“**Change in Law**” means, with respect to Securities that have one or more Commodity(ies) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities, due to:

- (a) the adoption of, or any change in, any applicable law (including without limitation, any Commodity Futures Trading Commission or tax law) or any regulation, rule or procedure of any exchange or principal trading market on which a Commodity or any component thereof is traded (together the “**Applicable Regulation**”); or
- (b) the promulgation of, or any change in the published interpretation by any court, tribunal or regulatory authority with competent jurisdiction or supervisory duty, of any Applicable Regulation (including any action taken by a taxing authority),

the Calculation Agent determines in good faith that:

- (y) it has become illegal or contrary to any Applicable Regulation for Societe Generale or one of its affiliates to (a) hold, acquire or dispose of any Hedge Position (as defined below) or (b) maintain the agreement entered into with the Issuer in relation to the Securities or the Underlying(s) of the Securities or to perform its obligations or exercise its rights thereunder; or
- (z) Societe Generale or one of its affiliates incurs or there is a substantial likelihood that Societe Generale or one of its affiliates will incur increased costs, fees or charges in (a) acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any Hedge Position or (b) maintaining any agreement entered into with the Issuer in relation to the Securities or the Underlying(s) of the Securities or performing its obligations thereunder.

“**Hedging Disruption**” means, with respect to Securities that have one or more Commodity(ies) or one or more Indice(s) as Underlying(s), that, as determined in good faith by the Calculation Agent, Societe Generale or one of its affiliates is unable, after using commercially reasonable efforts, to either:

- (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position; or
- (b) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any Hedge Position or any agreement entered into with the Issuer in relation to the Securities or the Underlying(s) of the Securities.

For the purpose hereof, “**Hedge Position**” means one or more positions in or contracts related to commodities, over-the-counter or exchange-traded commodity derivative transactions, foreign exchange transactions or other instruments or arrangements (howsoever described) necessary to hedge, individually or on a portfolio basis or otherwise, the risks of Societe Generale or one of its affiliates of (a) issuing and performing any of the obligations with respect to the Securities or (b) entering into and performing the obligations under the agreement entered into with the Issuer in relation to the Securities or the Underlying(s) of the Securities.

Upon the occurrence, as determined by the Calculation Agent in good faith, of a Hedging Disruption or a Change in Law (the relevant Commodity(ies) as Underlying being the “**Affected Underlying**”), the Calculation Agent may:

- (x) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an

Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities; or

- (y) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector.

#### **PART 5 - CALCULATIONS BY THE CALCULATION AGENT**

- (a) Unless otherwise specified in the applicable Offering Circular Supplement, and with respect to Securities to which this Commodities Technical Annex applies, the Calculation Agent responsible for determining the Commodity Reference Price and calculating the Rate of Interest, the Final Redemption Amount, interest payable, the Early Redemption Amount, the Settlement Amount and the Cancellation Amount shall be Societe Generale of 17 cours Valmy F 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Issuing and Paying Agent, the Warrant Agent and the Holders, in the absence of manifest error or proven error.
- (b) Following the occurrence of an event giving rise to an adjustment which is substantial in the opinion of the Calculation Agent or of an extraordinary event affecting an Underlying in respect of this Commodities Technical Annex, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as the case may be, and the Holders, pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities, of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent's specified address.

## INFLATION TECHNICAL ANNEX

The terms and conditions (the “**Inflation Linked Conditions**”) set out in the following inflation technical annex (the “**Inflation Technical Annex**”) shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the conditions of the Securities and any reference to the “Conditions” of the relevant Securities shall be construed accordingly. This Inflation Technical Annex shall be applicable if the following is stated in the applicable Offering Circular Supplement:

*“The provisions of the Inflation Technical Annex apply to these [Notes]/[Warrants] and should be read together with this Offering Circular Supplement. In the event of any inconsistency between the Inflation Technical Annex and this Offering Circular Supplement, this Offering Circular Supplement shall prevail.”*

Terms used in this Inflation Technical Annex, unless specifically defined herein, shall have the same meanings as those set out in the Conditions of the Securities or the Principal Trust Deed, as the context requires.

### PART 1 – DEFINITIONS RELATING TO INFLATION INDICES

#### 1. General definitions

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities.

“**Closing Price**” means the level of the Inflation Index for a Reference Period which is relevant to the calculation of a payment under the Securities.

“**Fallback Bond**” means a bond, if any, selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays an interest or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Maturity Date, (b) the next longest maturity after the Maturity Date if there is no such bond maturing on the Maturity Date, or (c) the next shortest maturity before the Maturity Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays an interest or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged). For the avoidance of doubt, if no bond defined in (a), (b) or (c) above is selected by the Calculation Agent, there will be no Fallback Bond.

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (i) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (ii) securities lending/borrowing transactions, (iii) any cash deposits or cash borrowings and/or (iv) other instruments, arrangements, assets or liabilities howsoever described in order to hedge individually or on a portfolio basis the part of the Issuer’s obligations in respect of the Securities.

“**Index Sponsor**” means the entity specified in the applicable Offering Circular Supplement that publishes or announces (directly or through an agent) the level of the relevant Inflation Index on a regular basis.

“**Inflation Index**” means any inflation index specified as Underlying in the applicable Offering Circular Supplement, subject to adjustment pursuant to the provisions of "Adjustments and Events" in Part 2 - 2.1 below.

“**Payment Date**” means any date on which a payment is due and payable pursuant to the terms of the Securities.

“**Reference Period**” means the time period for which the level of the Inflation Index was calculated and to which, as a result, such level of Inflation Index refers, regardless of when this level is published or announced. The time period may be, but is not limited to, a calendar year, a semester, a quarter or a month.

“**Substitute Index Level**” means an index level, determined by the Calculation Agent in accordance with Part 2 - 2.1.1 below.

“**Successor Index**” has the meaning given to it in Part 2 - 2.1.2 below.

## **PART 2 - ADJUSTMENTS, EVENTS, CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES**

### **2.1 Adjustments and Events**

#### **2.1.1 Delay of Publication**

(a) If the Closing Price is not published or announced by the day that is five Business Days prior to the next following Payment Date under the Securities, the Calculation Agent will determine a Substitute Index Level (in place of such Closing Price) by using the following methodology:

- (i) if applicable, the Calculation Agent shall take the same action to determine the Substitute Index Level for such Payment Date as that taken by the relevant calculation agent pursuant to the terms and conditions of the Fallback Bond;
- (ii) if (i) above does not result in a Substitute Index Level for such Payment Date for any reason, then the Calculation Agent shall determine the Substitute Index Level as follows:

$$\text{Substitute Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level})$$

Where:

“**Base Level**” means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the time period which is 12 calendar months prior to the time period for which the Substitute Index Level is being determined;

“**Latest Level**” means the latest level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the time period in respect of which the Substitute Index Level is being calculated; and

“**Reference Level**” means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the time period that is 12 calendar months prior to the time period referred to in "Latest Level" above.

(b) If a Closing Price is published or announced at any time after the day that is five Business Days prior to the next following Payment Date under the Securities, such Closing Price will not be used in any calculations. The Substitute Index Level so determined pursuant to Part 2 – 2.1.1(a) will be the definitive level for that Reference Period.

If the Calculation Agent determines a Substitute Index Level in accordance with this Part 2 - 2.1.1, the Calculation Agent may make any adjustment or adjustments (without limitation) to (x) the Substitute Index Level determined in accordance with this Part 2 - 2.1.1 and/or (y) any amount payable under the Securities and/or any other relevant term of the Securities, in each case, as the Calculation Agent deems necessary.

### 2.1.2 Cessation of Publication

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will not longer continue to publish or announce the Inflation Index and/or the Index Sponsor cancels the Inflation Index, then the Calculation Agent shall determine a successor index (a "**Successor Index**") (in lieu of any previously applicable Inflation Index) for the purposes of the Securities as follows:

- (i) if at any time, a successor index has been designated by the relevant calculation agent pursuant to the terms and conditions of the Fallback Bond, such successor index shall be designated a Successor Index for the purposes of all subsequent Payment Dates in relation to the Securities, notwithstanding that any other Successor Index may previously have been determined under paragraphs (ii), (iii) or (iv) below;
- (ii) if a Successor Index has not been determined under paragraph (i) above, and a notice has been given or an announcement has been made by the Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Securities from the date that such replacement index comes into effect;
- (iii) if a Successor Index has not been determined under paragraphs (i) or (ii) above, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If at least four responses are received, and of those responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Index". If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Index". If fewer than three responses are received, the Calculation Agent will proceed to paragraph (iv) hereof;
- (iv) if no Successor Index has been determined under paragraphs (i), (ii) and (iii) above by the fifth Business Day prior to the next following Payment Date under the Securities, the Calculation Agent will determine an appropriate alternative index for such date, acting in good faith and in a commercially reasonable manner, and such index will be deemed the "Successor Index";
- (v) if the Calculation Agent determines that no alternative index is appropriate, the Calculation Agent shall consider such event as an event triggering an early redemption of the Securities. In that case, the Calculation Agent shall terminate its obligations under the Securities and pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Inflation Index for the purposes of the Securities.

If a Successor Index is determined in accordance with this Part 2 - 2.1.2, the Calculation Agent may make any adjustment or adjustments (without limitation) to any amount payable under the Securities and/or any other relevant term of the Securities as the Calculation Agent deems necessary.

### 2.1.3 **Rebasing of the Inflation Index**

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Closing Price from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments as are made by the calculation agent pursuant to the terms and conditions of the Fallback Bond, if any, to the level of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Fallback Bond, the Calculation Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Securities.

### 2.1.4 **Material Modification Prior to Payment Date**

If, on or prior to the day that is five Business Days prior to the next following Payment Date under the Securities, the Index Sponsor announces that it will make a material change to the Inflation Index, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, shall make any such adjustments to the Inflation Index consistent with adjustments made to the Fallback Bond, or, if there is no Fallback Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index.

### 2.1.5 **Manifest Error in Publication**

If, within the earlier of (i) 30 days of publication, and (ii) the day that is five Business Days prior to the next following Payment Date under the Securities, the Calculation Agent determines that the Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent may make any adjustment to any amount payable under the Securities and/or any other relevant term of the Securities as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction.

## 2.2 **Change in Law, Hedging Disruption, Increased Cost of Hedging - Consequences**

### 2.2.1 **Change in Law, Hedging Disruption, Increased Cost of Hedging**

"**Change in Law**" means in respect of Securities that have one or more Inflation Index(ices) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the "**Affected Underlying**").

**“Hedging Disruption”** means in respect of Securities that have one or more Inflation Index(ices) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk (or any relevant price risk, including but not limited to the currency risk) of the Issuer entering into and performing its obligations with respect to the Securities or any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the **“Affected Jurisdiction”**) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

**“Increased Cost of Hedging”** means, in respect of Securities that have one or more Inflation Index(ices) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Securities, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

### 2.2.2 Consequences

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to an Inflation Index (the **“Affected Underlying”**), the Calculation Agent may:

- A. consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities; or
- B. determine an appropriate alternative index to replace the Inflation Index for the purposes of the Securities and adjust any relevant terms of the Securities.

## PART 3 – CALCULATIONS BY THE CALCULATION AGENT

- (a) Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Inflation Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or Optional Redemption Amount and/or Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.
- (b) Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent’s specified address.

## FOREIGN EXCHANGE RATE TECHNICAL ANNEX

The terms and conditions (the “**Foreign Exchange Rate Linked Conditions**”) set out in the following foreign exchange rate technical annex (the “**Foreign Exchange Rate Technical Annex**”) shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the Conditions of the Securities and any reference to the “Conditions” of the relevant Securities shall be construed accordingly. This Foreign Exchange Rate Technical Annex shall be applicable if the following is stated in the applicable Offering Circular Supplement:

*“The provisions of the Foreign Exchange Rate Technical Annex apply to these [Notes]/[Warrants] and should be read together with this Offering Circular Supplement. In the event of any inconsistency between the Foreign Exchange Rate Technical Annex and this Offering Circular Supplement, this Offering Circular Supplement shall prevail.”*

Terms used in this Foreign Exchange Rate Technical Annex, unless specifically defined herein, shall have the same meanings as those set out in the Conditions of the Securities or the Principal Trust Deed, as the context requires.

### **PART 1 – DEFINITIONS SPECIFIC TO FOREIGN EXCHANGE RATE LINKED SECURITIES**

“**Averaging Date**” means the dates specified as such in the applicable Offering Circular Supplement or, if any such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Part 2-1 below shall apply.

“**Closing Price**” means, in respect of a Foreign Exchange Rate, the fixing of such Foreign Exchange Rate published by the Price Source (or the Substitute Price Source if (a) the Price Source (or any page that may be substituted for it) is not available or (b) the fixing of such Foreign Exchange Rate is not available on the Price Source) at the Valuation Time on the relevant Valuation Date.

“**Disrupted Day**” means any Scheduled Trading Day on which a Disruption Event has occurred.

“**Disruption Events**” means, in respect of a Foreign Exchange Rate, the occurrence or existence of (a) a Price Source Disruption, (b) an Illiquidity Disruption, (c) a Dual Exchange Rate or (d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b) or (c). For the purpose hereof:

- (a) “**Price Source Disruption**” means that it becomes impossible to obtain the rate or rates from which the Closing Price is calculated.
- (b) “**Illiquidity Disruption**” means the occurrence of any event in respect of any Foreign Exchange Rate whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date or any Valuation Date.
- (c) “**Dual Exchange Rate**” means that the Foreign Exchange Rate splits into dual or multiple foreign exchange rates.

“**Foreign Exchange Rate**” means any exchange rate expressed as X/Y (X and Y are currencies) and specified as Underlying in the applicable Offering Circular Supplement. For the avoidance of doubt, an exchange rate expressed as X/Y means the number of units (or part units) of X for which one unit of Y can be exchanged.

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities.

“**Price Source**” means the published source, information vendor or provider as specified in the applicable Offering Circular Supplement containing or reporting the rate or rates from which the Closing Price is calculated.

“**Scheduled Trading Day**” means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Foreign Exchange Rate.

“**Settlement Date**” means, in relation to Warrants only, the date determined in accordance with Condition 21(e) (*General*), unless otherwise specified in the applicable Offering Circular Supplement.

“**Settlement Disruption Event**” means, in respect of any Warrant that has been validly exercised (whether by delivery of an Exercise Notice or the application of Automatic Exercise) or in respect of which the Issuer has exercised its option to cancel early such Warrants, that the Warrant Full Liquidation Date and/or Optional Cancellation Date has not occurred on or before the fourth Business Day preceding the applicable Settlement Date.

“**Substitute Price Source**” means the substitute published source, information vendor or provider as specified in the applicable Offering Circular Supplement (if any) containing or reporting the rate or rates from which the Closing Price is calculated.

“**Valuation Date**” means each date specified as such in the applicable Offering Circular Supplement or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Part 2 below shall apply.

“**Valuation Time**” means the time at which the Price Source publishes the relevant rate or rates from which the Closing Price is calculated, as specified in the applicable Offering Circular Supplement.

## **PART 2 – CONSEQUENCES OF A DISRUPTION EVENT**

1. If any Valuation Date or Averaging Date specified in the applicable Offering Circular Supplement (the Scheduled Valuation Date and the Scheduled Averaging Date respectively), is a Disrupted Day for a Foreign Exchange Rate, the Calculation Agent shall:
  - (a) determine to apply one of the following methods:
    - (x) determine that the Valuation Date or Averaging Date for such Foreign Exchange Rate shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such Foreign Exchange Rate, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or Scheduled Averaging Date is also a Disrupted Day. In that case, that eighth Scheduled Trading Day shall be deemed to be the Valuation Date or Averaging Date for the Foreign Exchange Rate notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine, its good faith estimate of the fixing of the Foreign Exchange Rate as of the Valuation Time on that eighth Scheduled Trading Day and the good

faith estimate of the fixing of the Foreign Exchange Rate so calculated shall be deemed the Closing Price;

Provided however that if a Scheduled Averaging Date is a Disrupted Day, the Averaging Date shall be postponed pursuant to the provisions above to the first succeeding Scheduled Trading Day that is not a Disrupted Day provided it is not also a Scheduled Averaging Date; if on the eighth Scheduled Trading Day following the Scheduled Averaging Date a Scheduled Trading Day that is not a Disrupted Day nor another Scheduled Averaging Date has not occurred, then that eighth Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is also a Scheduled Averaging Date), and the Calculation Agent shall make on that day the determinations described in (x) above, and the good faith estimate of the fixing of the Foreign Exchange Rate so calculated shall be deemed the Closing Price; or

(y) consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be (hereafter an "**Early Redemption Event**" or a "**Cancellation Event**" respectively). In the case where an Early Redemption Event or a Cancellation Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities, as the case may be; or;

(z) determine that the Issuer will apply Monetisation until the Maturity Date or Expiration Date (as set out at Part 3 - 1 below); and/or

(b) postpone any payment date related to such Averaging Date or Valuation Date (including, if applicable, the Maturity Date or Expiration Date, as applicable, until the fourth Business Day following the date on which a Disruption Event is no longer subsisting. No interest or other amount shall be paid by the Issuer in respect of such postponement.

### **PART 3 – MONETISATION UNTIL THE MATURITY DATE OR EXPIRATION DATE**

1. The Calculation Agent may apply Monetisation until the Maturity Date or Expiration Date in accordance with Part 2 – 1(z) above or Part 4 – 1.2(C) below:

(i) In the case of Notes only, in respect of any Intermediate Amount, the "**Monetisation until the Maturity Date**" and the Issuer shall no longer be liable for the payment of the Intermediate Amount(s) initially scheduled to be paid on any Intermediate Payment Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(1) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date, is a Calculation Amount for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the

Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded);

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Calculation Agent under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (2) in respect of the payment of any Intermediate Amount as defined in the applicable Offering Circular Supplement which cannot be in any case lower than a positive amount (the “**Minimum Intermediate Amount**”), pay (a) on the Intermediate Payment Date an amount per Note equal to the Minimum Intermediate Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (1) the net positive cash amount that the Calculation Agent would be left with on the Intermediate Full Liquidation Date, as a result of liquidating the Intermediate Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of the Intermediate Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Intermediate Full Liquidation Date is a Calculation Amount for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Intermediate Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Intermediate Amount;

For the avoidance of doubt, the liquidation proceeds of any assets held by the Calculation Agent as Intermediate Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Intermediate Hedge Positions and the Calculation Amount mentioned above can be as low as zero; and/or,

- (ii) in the case of Notes only, in respect of any Optional Redemption Amount, the “**Monetisation until the Maturity Date**” and the Issuer shall no longer be liable for the payment of the Optional Redemption Amount on the Optional Redemption Date following the occurrence of an event giving rise to the Monetisation until the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(1) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a Calculation Amount for the purposes of this provision and of the Compounding

Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(2) in respect of the redemption of Notes whose Optional Redemption Amount as defined in the applicable Offering Circular Supplement cannot be in any case lower than a positive amount (the “**Optional Minimum Redemption Amount**”), pay (a) on the Optional Redemption Date an amount per Note equal to the Optional Minimum Redemption Amount and (b) on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (1) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a Calculation Amount for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Optional Minimum Redemption Amount;

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

and/or,

(iii) in the case of Notes, in respect of the Final Redemption Amount (in the case of Notes only, the “**Monetisation until the Maturity Date**”) the Issuer shall no longer be liable for the payment of the Final Redemption Amount as defined in the applicable Offering Circular Supplement on the Maturity Date, but instead will, in full and final satisfaction of its obligations:

(1) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Maturity Date an amount per Note, determined by the Calculation Agent, based on (a) the net positive cash amount that the Calculation Agent would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a Calculation Amount for the purposes of this provision and of the

Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a Calculation Period) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded);

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (2) in respect of the redemption of Notes whose Final Redemption Amount as defined in the applicable Offering Circular Supplement cannot be in any case lower than a positive amount (the "**Minimum Redemption Amount**"), pay on the Maturity Date an amount per Note, determined by the Calculation Agent, equal to the sum of (a) the Minimum Redemption Amount and (b) an amount, equal to the positive difference, if any, between:

(i) (1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating, the Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a Calculation Amount for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a "**Calculation Period**") between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded), and (ii) an amount equal to the Minimum Redemption Amount;

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

- (iv) in the case of Warrants only, in respect of any Optional Settlement Amount, the Issuer shall no longer be liable for the payment of the Optional Settlement Amount on the Optional Settlement Date following the occurrence of an event giving rise to the Monetisation until the Expiration Date, but instead will, in full and final satisfaction of its obligations:

- (1) in respect of the settlement of Warrants whose Optional Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Optional Full Liquidation Date, as a result of liquidating the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date, is a "**Calculation Amount**" for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such

Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a "**Calculation Period**") between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Maturity Date (excluded),

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

- (2) in respect of the redemption of Warrants whose Optional Settlement Amount as defined in the applicable Offering Circular Supplement cannot be in any case lower than a positive amount (the "**Optional Minimum Settlement Amount**"), pay (a) on the Optional Settlement Date an amount per Warrant equal to the Optional Minimum Settlement Amount and (b) on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the positive difference, if any, between:

(i) (1) the net positive cash amount that the Calculation Agent would be left with on the Optional Full Liquidation Date, as a result of liquidating, the Optional Hedge Positions (inter alia by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of the Optional Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Optional Full Liquidation Date is a "**Calculation Amount**" for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a "**Calculation Period**") between (x) the Optional Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded), and (ii) an amount equal to the Optional Minimum Settlement Amount;

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Optional Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Optional Hedge Positions and the Calculation Amount mentioned above can be as low as zero;

and/or,

- (v) in the case of Warrants only, in respect of any Settlement Amount and (i) no Warrantholder shall be entitled to deliver an Exercise Notice or otherwise its Warrants and (ii) the Issuer shall no longer be liable for the payment, on any Settlement Date (whether then in existence or as yet undetermined) of any Settlement Amount as defined in the applicable Offering Circular Supplement, but instead will, in full and final satisfaction of its obligations:

(1) in respect of the settlement of Warrants whose Settlement Amount as defined in the applicable Offering Circular Supplement could be as low as zero, pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, based on (a) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (b) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Warrant Full

Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (c) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded);

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero; or

(2) in respect of the settlement of Warrants whose Settlement Amount as defined in the Offering Circular Supplement will in all circumstances be a positive amount (the “**Minimum Settlement Amount**”), pay on the Expiration Date an amount per Warrant, determined by the Calculation Agent, equal to the sum of (a) the Minimum Settlement Amount and (b) an amount equal to the positive difference, if any, between (i)(1) the net positive cash amount that the Hedge Counterparty would be left with on the Full Liquidation Date, as a result of liquidating the Hedge Positions (*inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of the Hedge Positions) minus (2) the Associated Costs (the result of which, converted if necessary into the Specified Currency using the Relevant Spot Exchange Rate on the Full Liquidation Date, is a “**Calculation Amount**” for the purposes of this provision and of the Compounding Method) together with (3) interest that would have accrued on such Calculation Amount pursuant to the Compounding Method, during the period (which for the purposes of this provision and of the Compounding Method shall be a “**Calculation Period**”) between (x) the Full Liquidation Date (included) and (y) the fourth Business Day preceding the Expiration Date (excluded) and (ii) an amount equal to the Minimum Settlement Amount;

For the avoidance of doubt, the liquidation proceeds of any assets held by the Hedge Counterparty as Hedge Positions shall be deemed to be used in priority to extinguish any liability, if any, incurred by the Hedge Counterparty under its Hedge Positions and the Calculation Amount mentioned above can be as low as zero.

Definitions applicable to this section:

“**Adjusted Calculation Amount**” means (a) in respect of the first Compounding Period of a Calculation Period, the Calculation Amount for that Calculation Period and (b) in respect of any succeeding Compounding Period in that Calculation Period, an amount equal to the sum of the Calculation Amount for that Calculation Period and the Compounding Period Amounts for each of the previous Compounding Periods in that Calculation Period.

“**Associated Costs**” means an amount determined by the Calculation Agent in its reasonable discretion equal to the sum of (without duplication) all costs (including, without limitation, cost of funding), losses, expenses, tax and duties incurred by the Hedge Counterparty in connection with the termination, liquidation or re-establishment of the Intermediate Hedge Positions, the Optional Hedge Positions, and/or the Hedge Positions, such amount to be apportioned *pro rata* amongst, in the case of Notes, the Specified Denomination of each outstanding Note or, in the case of Warrants, each Outstanding Warrant, as the case may be.

“**Compounding Date**” means, in respect of a Calculation Period, each Business Day of such Calculation Period.

**“Compounding Method”** means, when interest is specified herein as accruing pursuant to the Compounding Method, that the amount of interest shall be equal to the sum of the Compounding Period Amounts for each Compounding Period in the related Calculation Period.

**“Compounding Period”** means, in respect of a Calculation Period, each period from and including a Compounding Date to but excluding the immediately following Compounding Date during that Calculation Period.

**“Compounding Period Amount”** means, in respect of a Compounding Period, the product of (a) the Adjusted Calculation Amount, (b) the Compounding Rate and (c) the Day Count Fraction.

**“Compounding Rate”** means, in respect of a Compounding Period Amount, the interbank overnight rate in the Specified Currency as determined by the Calculation Agent on the first day of the relevant Compounding Period; the specific Compounding Rate used in respect of a Specified Currency shall be available at the office of the Calculation Agent from the first day of a Calculation Period.

**“Day Count Fraction”** means, for the purposes of Compounding Method above, the exact number of days in a Compounding Period (calculated by including the first day of such period and excluding the last day of such period), divided by 360.

**“Full Liquidation Date”** means the Note Full Liquidation Date (in the case of Notes) or the Warrant Full Liquidation Date (in the case of Warrants), as the context requires.

**“Hedge Positions”** means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Securities linked to or indexed to the relevant Underlying(s) due on, in the case of Notes, the Maturity Date or, in the case of Warrants, any potential future Settlement Date, as applicable, apportioned pro rata to each outstanding Security provided that, if the Intermediate Full Liquidation Date (in the case of Notes only) and/or the Optional Full Liquidation Date has not occurred on or before the fourth Business Day preceding the Maturity Date or the Expiration Date, as the case may be, then Hedge Positions in respect of such Securities will include the Intermediate Hedge Positions and/or the Optional Hedge Positions.

**“Intermediate Amount”** means either an Interest Amount or an Instalment Amount.

**“Intermediate Full Liquidation Date”** means, in respect of any Intermediate Payment Date, the date on which the liquidation proceeds of the Intermediate Hedge Positions (including inter alia by satisfying any obligations or liabilities in place with respect to or part of such Intermediate Hedge Positions, if any, with the liquidation proceeds of the assets of such Intermediate Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Calculation Agent.

**“Intermediate Hedge Positions”** means, in the case of Notes only, any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant Underlying(s) due on an Intermediate Payment Date, apportioned pro rata to each outstanding Note.

**“Intermediate Payment Date”** means, in the case of Notes only, either an Interest Payment Date or an Instalment Date specified as such in the Offering Circular Supplement of the relevant Notes.

**“Maturity Date”** means, in the case of Notes only, the date specified as such in the Offering Circular Supplement of the relevant Notes.

“**Note Full Liquidation Date**” means, in the case of Notes only, in respect of the Maturity Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty.

“**Optional Cancellation Amount**” means, in the case of Warrants only, the amount specified as such in the Offering Circular Supplement of the relevant Warrants.

“**Optional Cancellation Date**” means, in the case of Warrants only, the date specified as such in the Offering Circular Supplement of the relevant Warrants.

“**Optional Full Liquidation Date**” means, in respect of an Optional Redemption Date or Optional Cancellation Date, as the case may be, the date on which the liquidation proceeds of the Optional Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Optional Hedge Positions, if any, with the liquidation proceeds of the assets of such Optional Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty.

“**Optional Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (a) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (b) securities lending/borrowing transactions, (c) cash deposits or cash borrowings and/or (d) other instruments, arrangements, assets or liabilities howsoever described, in order to hedge individually or on a portfolio basis, the part of the Issuer’s obligations under the Notes linked to or indexed to the relevant Underlying(s) due, in the case of Notes, on an Optional Redemption Date, apportioned pro rata to each outstanding Note or, in the case of Warrants, on an Optional Cancellation Date, as applicable.

“**Optional Redemption Amount**” means, in the case of Notes only, the amount specified as such in the Offering Circular Supplement of the relevant Notes.

“**Optional Redemption Date**” means, in the case of Notes only, the date specified as such in the Offering Circular Supplement of the relevant Notes.

“**Relevant Spot Exchange Rate**” means in respect of a date and an amount to be converted in the Specified Currency, the rate of exchange of the currency in which such amount is denominated into the Specified Currency used to convert such amount on such date into the Specified Currency as determined by the Calculation Agent.

“**Warrant Full Liquidation Date**” means, in the case of Warrants only, in respect of the Settlement Date, the date on which the liquidation proceeds of the Hedge Positions (including *inter alia* by satisfying any obligations or liabilities in place with respect to or part of such Hedge Positions, if any, with the liquidation proceeds of the assets of such Hedge Positions) are deemed, as determined by the Calculation Agent, to be fully received by the Hedge Counterparty.

#### **PART 4 – CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING AND CONSEQUENCES**

##### **Change in Law, Hedging Disruption, Increased Cost of Hedging**

1.1 Upon the occurrence or likely occurrence, as determined by the Calculation Agent, of any of the following events (each an “**Extraordinary Event**”) on or after the Issue Date:

- (a) “**Change in Law**” means, in respect of Securities that have one or more Foreign Exchange Rate(s) as Underlying(s), that on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including without limitation, any law or regulation in respect of tax, solvency or capital requirements) or (ii) due to the

promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the “**Affected Underlying**”).

- (b) “**Hedging Disruption**” means, in respect of Securities that have one or more Foreign Exchange Rate(s) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk and any relevant price risk including but not limited to the currency risk of entering into and performing its obligations with Societe Generale by the Issuer of the Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the “**Affected Jurisdiction**”) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.
- (c) “**Increased Cost of Hedging**” means, in respect of Securities that have one or more Foreign Exchange Rate(s) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Securities, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

## 1.2 Consequences

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Foreign Exchange Rate (the “**Affected Underlying**”), the Calculation Agent may:

- A. consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities; or
- B. determine an appropriate alternative exchange rate to replace the Foreign Exchange Rate for the purposes of the Securities and adjust any relevant terms of the Securities; or
- C. determine that the Issuer will apply the Monetisation until the Maturity Date or Expiration Date (as set out at Part 3 - 1 above).

## PART 5 – CALCULATIONS BY THE CALCULATION AGENT

- (a) Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Foreign Exchange Rate Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount

and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount and/or Optional Redemption Amount and/or Optional Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.

- (b) Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or the Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent's specified address.

## REFERENCE RATE TECHNICAL ANNEX

The terms and conditions (the “**Reference Rate Linked Conditions**”) set out in the following reference rate technical annex (the “**Reference Rate Technical Annex**”) shall, if stated to be applicable in the applicable Offering Circular Supplement, form part of the Conditions of the Securities and any reference to the “Conditions” of the relevant Securities shall be construed accordingly. This Reference Rate Technical Annex shall be applicable if the following is stated in the applicable Offering Circular Supplement:

*“The provisions of the Reference Rate Technical Annex apply to these [Notes]/[Warrants] and should be read together with this Offering Circular Supplement. In the event of any inconsistency between the Reference Rate Technical Annex and this Offering Circular Supplement, this Offering Circular Supplement shall prevail.”*

Terms used in this Reference Rate Technical Annex, unless specifically defined herein, shall have the same meanings as those set out in the Conditions of the Securities or the Principal Trust Deed, as the context requires.

### PART 1 – DEFINITIONS SPECIFIC TO REFERENCE RATE LINKED SECURITIES

“**Business Day**” means a “Business Day” as defined in Condition 27(a) (*Definitions*) of the Conditions of the Securities, determined on the basis of the Specified Currency of the relevant Securities.

“**Hedge Positions**” means any purchase, sale, entry into or maintenance, by the Hedge Counterparty, of one or more (i) positions or contracts in securities, options, futures, derivatives, interest rate transactions or foreign exchange transactions, (ii) securities lending/borrowing transactions, (iii) any cash deposits or cash borrowings and/or (iv) other instruments, arrangements, assets or liabilities howsoever described in order to hedge individually or on a portfolio basis the part of the Issuer’s obligations in respect of the Securities.

“**Interest Determination Date**” means, in respect of a Reference Rate, each date defined as being a number of Business Days prior to the beginning /end of an Interest Period.

“**Reference Rate(s)**” means the rate(s) specified in the applicable Offering Circular Supplement as being the Underlying(s).

“**Reference Rate Fixing**” means, in respect of a Reference Rate, the fixing of such Reference Rate published on the Interest Determination Date or Valuation Date, as the case may be, on the Relevant Screen Page at the Specified Time.

“**Relevant Screen Page**” means, for each Reference Rate, the page specified as such in the applicable Offering Circular Supplement.

“**Specified Time**” means, for each Relevant Screen Page, the time (and associated financial centre) specified as such in the applicable Offering Circular Supplement.

“**Valuation Date**” means, in respect of a Reference Rate, each date specified as such in the applicable Offering Circular Supplement (which can be a calendar day or a Business Day or an Interest Payment Date).

### PART 2 – FALLBACK PROVISIONS

#### 2.1 Generic Fallback Provision

If on an Interest Determination Date or on a Valuation Date which is a Business Day, the Relevant Screen Page is not available at the Specified Time, the Calculation Agent shall apply the procedure detailed in Condition 6(c)(iii)(B) (*Screen Rate Determination for Floating Rate Notes*).

## 2.2 Specific Fallback Provision

For certain products (mainly range accrual products), one or both of the following provisions may be specified in the applicable Offering Circular Supplement in addition to the General Fallback Provision:

- (a) In respect of a Valuation Date which is not a Business Day, the Reference Rate Fixing for such Valuation Date will be the Reference Rate Fixing on the first preceding Business Day in respect of such Valuation Date.
- (b) In respect of an Interest Period and for the last four Business Days of such Interest Period, the value of the Reference Rate Fixing on these days shall be deemed to be the Reference Rate Fixing on the fifth Business Day preceding the Interest Payment Date relating to such Interest Period.

## PART 3 – CHANGE IN LAW, HEDGING DISRUPTION, INCREASED COST OF HEDGING - CONSEQUENCES

### 1 Change in Law, Hedging Disruption, Increased Cost of Hedging

“**Change in Law**” means in respect of Securities that have one or more Reference Rate(s) as Underlying(s) that, on or after the first to occur of (a) the Issue Date and (b) the first Valuation Date of the Securities (i) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority) or the combined effect thereof if occurring more than once, the Calculation Agent determines in good faith that it has become illegal for the Issuer or the Hedge Counterparty to hold, acquire or dispose of Hedge Positions or to maintain any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, relating to the Underlying of the Securities (the “**Affected Underlying**”).

“**Hedging Disruption**” means in respect of Securities that have one or more Reference Rate(s) as Underlying(s), that the Hedge Counterparty is unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the market risk (or any relevant price risk, including but not limited to the currency risk) of the Issuer entering into and performing its obligations with respect to the Securities or any agreement entered into with the Hedge Counterparty by the Issuer of the Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of Hedge Positions as the case may be between accounts within the jurisdiction of the Hedge Positions (the “**Affected Jurisdiction**”) or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

“**Increased Cost of Hedging**” means, in respect of Securities that have one or more Reference Rate(s) as Underlying(s), that the Hedge Counterparty would incur a materially increased (as compared with circumstances existing on the date(s) on which the Hedge Counterparty enters into the Hedge Positions in respect of the Securities) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, price risk, foreign exchange risk and interest rate risk) of entering into and performing its obligations with respect to the Securities, or (b) freely realise, recover or remit the proceeds of the proceeds of its Hedge Positions.

## 2 **Consequences**

In case of the occurrence of a Change in Law, a Hedging Disruption or an Increased Cost of Hedging relating to a Reference Rate (the “**Affected Underlying**”), the Calculation Agent may:

- A. consider such event as an event triggering an early redemption of the Notes or a cancellation of the Warrants, as the case may be. In that case, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an Early Redemption Amount or Cancellation Amount, as applicable, in accordance with the provisions of Condition 7(g) (*Technical Annex Redemption*) or Condition 24(d) (*Technical Annex Cancellation*) of the Conditions of the Securities; or
- B. determine an appropriate alternative rate to replace the Reference Rate for the purposes of the Securities and adjust any relevant terms of the Securities.

### **PART 4 – CALCULATIONS BY THE CALCULATION AGENT**

- (a) Unless otherwise specified in the applicable Offering Circular Supplement, and in respect of Securities to which this Reference Rate Technical Annex applies, the Calculation Agent responsible for calculating the Rate of Interest and/or the Final Redemption Amount and/or the Settlement Amount and/or interest payable and/or the Early Redemption Amount and/or the Cancellation Amount (in each case to the extent applicable) shall be Societe Generale of 17 cours Valmy, 92987 Paris La Défense Cedex, France. The calculations and determinations of the Calculation Agent will be conclusive and binding upon the Issuer, the Agents and the Holders, in the absence of manifest error or proven error.
- (b) Following the occurrence of an event giving rise to an Adjustment which is substantial in the opinion of the Calculation Agent or of an Extraordinary Event affecting an Underlying, the Calculation Agent shall notify the Issuer, which shall in its turn notify the Issuing and Paying Agent or Warrant Agent, as applicable, and the Holders pursuant to the provisions of Condition 15 (*Notices*) of the Conditions of the Securities of the relevant adjustment made or decision taken by the Calculation Agent. Details of such adjustment made or decision taken can be obtained by the Holders upon request at the Calculation Agent’s specified address.

## SUMMARY OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

### 1. INITIAL ISSUE OF GLOBAL SECURITIES

Upon the initial deposit of a Global Security (i) if, in the case of Global Notes only, the relevant Offering Circular Supplement indicates that such Global Note issued by either Iris or Iris II is intended to be in NGN form or Eurosystem – eligible NSSGRN form, with a common safekeeper for Euroclear and Clearstream, Luxembourg (the “**Common Safekeeper**”) and additionally, in the case of Global Registered Notes, registration of such Notes in the name of a nominee for such Common Safekeeper or (ii) if, in the case of Global Notes only, the relevant Offering Circular Supplement does not indicate that such Global Note is intended to be in NGN form, with a common depository for Euroclear and Clearstream, Luxembourg (the “**Common Depository**”) and additionally, in the case of Global Registered Notes or Global Registered Warrants, registration of such Securities in the name of any nominee for Euroclear and Clearstream, Luxembourg, Euroclear or Clearstream, Luxembourg will credit each subscriber with (x) in the case of Notes, a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid and (y) in the case of Warrants, the number of Warrants for which it has subscribed and paid.

Securities that are initially deposited with the Common Depository may also be credited to the accounts of subscribers with (if indicated in the relevant Offering Circular Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Securities that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

### 2. RELATIONSHIP OF ACCOUNTHOLDERS WITH CLEARING SYSTEMS

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, or any other permitted clearing system (such other permitted clearing system, an “**Alternative Clearing System**”) as the Holder of a beneficial interest in a Global Security must look solely to Euroclear, Clearstream, Luxembourg, or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer in the case of a Global Bearer Note, the Holder of the Clearing System Global Warrant in the case of Clearing System Warrants or the Holder of the underlying Registered Securities in the case of a Global Registered Security, and in relation to all other rights arising under the Global Securities, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or any such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due in respect of the Securities for so long as the Securities are represented by such Global Security and such obligations of the Issuer will be discharged by payment to the bearer of such Global Bearer Note, the Holder of the Clearing System Global Warrant in the case of Clearing System Warrants or the Holder of the underlying Registered Securities in the case of a Global Registered Security, in respect of each amount so paid.

### 3. GLOBAL BEARER NOTES

The Global Bearer Notes of each Tranche offered and sold in reliance on Regulation S in offshore transactions to non-U.S. persons outside the United States, will initially be represented on issue by a temporary global note or, if so specified in the relevant Offering Circular Supplement, a permanent global note (each a “**Global Bearer Note**”) which will be deposited on or about the issue date of the relevant Notes on behalf of the subscribers of the relevant Notes (a) in the case of a Series intended to be cleared through Euroclear and/or Clearstream, Luxembourg with (i) if the relevant Offering Circular Supplement indicates that such Global Bearer Note issued by either Iris or Iris II is intended to be in NGN form, a Common Safekeeper; or (ii) if the relevant Offering Circular Supplement does not indicate

that the Global Bearer Note is intended to be in NGN form, a Common Depositary; or (b) in the case of a Series intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg, as agreed between the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer.

Beneficial interests in a Global Bearer Note may not be offered or sold to, or for the account or benefit of, a U.S. person and may not be held otherwise than through Euroclear or Clearstream, Luxembourg or any applicable alternate clearing system and such Global Bearer Note will bear a legend regarding such restrictions on transfer.

#### **4. CLEARING SYSTEM GLOBAL WARRANTS**

The Clearing System Warrants of each Tranche offered and sold in reliance on Regulation S in offshore transactions to non-U.S. persons outside the United States, will be represented on issue by a Clearing System Global Warrant which will be deposited on or about the issue date of the relevant Warrants on behalf of the subscribers of the relevant Warrants (a) in the case of a Series intended to be cleared through Euroclear and/or Clearstream, Luxembourg with a Common Depositary or (b) in the case of a Series intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg, as agreed between the Issuer, the Warrant Agent, the Trustee and the relevant Dealer. For the avoidance of doubt, each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any Alternative Clearing System as the Holder of a beneficial interest in a Warrant must look solely to Euroclear, Clearstream, Luxembourg, or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the Holder of the Clearing System Global Warrant and (ii) the Common Depositary for the relevant Clearing System is entitled to receive an aggregate amount from the relevant Issuer in respect of all amounts due to such beneficial holders of the Warrants, and in relation to all other rights arising under the Warrants, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or any such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due in respect of the Warrants for so long as the Warrants are represented by such Clearing System Global Warrant and such obligations of the Issuer will be discharged by payment to the Holder of the Clearing System Global Warrant in respect of each amount so paid.

#### **5. GLOBAL REGISTERED SECURITIES**

If specified in the relevant Offering Circular Supplement, the Global Registered Securities of each Tranche offered and sold in reliance on Regulation S, which will be sold in offshore transactions to non-U.S. persons outside the United States, will initially be represented by a Global Registered Security, without, in the case of Global Registered Notes, Receipts or Coupons (a “**Global Registered Security**”).

The Global Registered Securities will be deposited on or about the issue date of the relevant Securities on behalf of the subscribers of the relevant Securities (a) in the case of a Series intended to be cleared through Euroclear and/or Clearstream, Luxembourg with a nominee for, and registered in the name of a nominee of, either (i) the Common Depositary (if, in the case of Registered Notes, the Global Registered Note is not intended to be issued in Eurosystem-eligible NSSGRN form) or (ii) Euroclear and Clearstream, Luxembourg acting as common safekeeper (if, in the case of Registered Notes only, the Global Registered Note is intended to be issued in Eurosystem-eligible NSSGRN form); or (b) in the case of a Series intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg, as agreed between the Issuer, the Issuing and Paying Agent or Warrant Agent (as applicable), the Trustee and the relevant Dealer.

## 6. EXCHANGE

### 6.1 Temporary Global Notes

Each temporary Global Bearer Note will be exchangeable, free of charge to the Holder, on or after its Exchange Date:

- (i) if the relevant Offering Circular Supplement indicates that such Global Bearer Note is issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code (the “**TEFRA C Rules**”) or in a transaction to which the United States Tax Equity and Fiscal Responsibility Act of 1982 is not applicable, in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part, on or after the date which is 40 days after the completion of the distribution of all of the Notes of the relevant Tranche (as determined and certified by the relevant Dealer) (the “**Distribution Compliance Period**”) upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement, for interests in a permanent Global Bearer Note or, if so provided in the relevant Offering Circular Supplement, for Definitive Bearer Notes.

Each temporary Global Bearer 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 Bearer Note or Definitive Bearer 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.

### 6.2 Permanent Global Notes

Each permanent Global Bearer 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 Bearer Notes or, in the case of (iii) below, Registered Notes:

- (i) if an Event of Default (as defined in Condition 10 (*Events of Default*)) has occurred and is continuing;
- (ii) if, on the occasion of the next payment in respect of any Global Bearer Notes, the Issuer would be required to pay additional amounts as referred to in Condition 7(d)(ii) (*Withholding and Redemption of Notes for Taxation Reasons*) and such payment would not be required if such Global Bearer Note was in definitive form; provided, however, that if the relevant Global Bearer Note is issued in respect of a Tranche of Notes described as Partly paid Notes in the applicable Offering Circular Supplement, such Global Bearer Note may be exchanged for Definitive Bearer Notes with (to the extent applicable) Coupons, Receipts and/or Talons attached only if the final part payment on all such Partly paid Notes then outstanding has been paid;
- (iii) if the permanent Global Bearer Note is an Exchangeable Bearer Note, by the Holder giving notice to the Issuing and Paying Agent of its election to exchange the whole or a part of such Global Bearer Note for Registered Notes; and
- (iv) otherwise (i) if the permanent Global Bearer Note is held on behalf of Euroclear, Clearstream, Luxembourg 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 (ii) if principal in respect

of any Notes is not paid when due, by the Holder giving notice to the Issuing and Paying Agent of its election for such exchange.

### 6.3 Clearing System Global Warrants

Clearing System Global Warrants will be exchangeable in whole but not in part (free of charge to the Warrantholders) for Definitive Registered Warrants if such Clearing System Global Warrant is held by Euroclear, Clearstream, Luxembourg or an Alternative Clearing System and such clearing system is closed for business for a continuous period of 14 Business Days (other than by reason of holiday, statutory or otherwise) or which announces an intention permanently to cease business or does so cease business and no alternative clearing system satisfactory to the Issuer and the Warrant Agent is available, in which case the Issuer will deliver, or arrange delivery of, Definitive Registered Warrants, serially numbered to the Warrantholders.

### 6.4 Global Registered Securities

If the Offering Circular Supplement states that the Securities are to be represented by a Global Registered Security on issue, the following will apply in respect of transfers of Securities held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Securities within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Securities may be withdrawn from the relevant clearing system.

Transfer of the holding of Securities represented by any Global Registered Security pursuant to Condition 2(b) (*Transfer of Registered Securities*) may only be made in part:

- (i) if the Securities represented by the Global Registered Security are held on behalf of Euroclear or Clearstream, Luxembourg 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;
- (ii) if, in the case of any Notes, principal in respect of such Notes is not paid when due; or
- (iii) with the consent of the Issuer,

*provided that*, in the case of the first transfer of part of a holding pursuant to paragraph 6.3(i) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer. Where the holding of Securities represented by a Global Registered Security is only transferable in its entirety, the Security issued to the transferee upon transfer of such holding shall be a Global Registered Security. Where transfers are permitted in part, Securities issued to transferees shall not be Global Registered Securities unless the transferee so requests and certifies to the Registrar that it is, or is acting as a nominee for, Clearstream, Luxembourg, Euroclear and/or an authorised representative of an Alternative Clearing System.

### 6.5 Partial Exchange of Permanent Global Notes

For so long as a permanent Global Bearer Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Bearer Note will be exchangeable in part on one or more occasions (i) for Registered Notes if the permanent Global Bearer Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes; or (ii) for Definitive Bearer Notes (a) if principal in respect of any Notes is not paid when due; or (b) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Offering Circular Supplement) relating to partly paid Notes.

## 6.6 Delivery of Notes

On or after any due date for exchange the Holder of a Global Bearer Note may surrender such Global Bearer Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent. In exchange for any Global Bearer Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Bearer Note exchangeable for a permanent Global Bearer Note, deliver, or procure the delivery of, a permanent Global Bearer Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Bearer Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Bearer Note to reflect such exchange; or (ii) in the case of a Global Bearer Note exchangeable for Definitive Bearer Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Bearer Notes and/or Registered Notes, as the case may be. In this Offering Circular, “**Definitive Notes**” means, in relation to any Global Bearer Note, the Definitive Bearer Notes for which such Global Bearer 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 Bearer Note and a Talon). Definitive Bearer Notes will be security printed and Registered Notes 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 Trust Deed. On exchange in full of each permanent Global Bearer Note, the Issuer will, if the Holder so requests, procure that it is cancelled and returned to the Holder together with the relevant Definitive Bearer Notes.

## 6.7 Exchange Date

“**Exchange Date**” means, in relation to a temporary Global Bearer Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Bearer Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 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 Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

## 7. AMENDMENT TO CONDITIONS

The temporary Global Bearer Notes, permanent Global Bearer Notes, Clearing System Global Warrants, Global Registered Notes and Global Registered Warrants contain provisions that apply to the Notes or Warrants, as the case may be, that they represent, some of which modify the effect of the terms and conditions of the Notes or Warrants, as the case may be, set out in this Offering Circular. The following is a summary of those provisions:

### 7.1 Payments

No payment falling due after the Exchange Date will be made on any Global Bearer Note unless exchange for an interest in a permanent Global Bearer Note or for Definitive Bearer Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Bearer Note issued in compliance with the U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code (the “**TEFRA 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. All payments in respect of Notes represented by a Global Bearer Note will be made against presentation for endorsement (unless in the case of a temporary or permanent Global Bearer Note issued by either Iris or Iris II the relevant Offering Circular Supplement indicates that such Note is intended to be in NGN form) and, if no further payment falls to be made in respect of the Notes, surrender of that Global Bearer

Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose.

On any payment so made in respect of any Notes represented by Global Bearer Notes:

- (i) if the relevant Offering Circular Supplement indicates that such Global Bearer Note issued by either Iris or Iris II is intended to be a New Global Note, details of such payment shall be entered *pro rata* in the records of the relevant Clearing Systems, whereupon the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by the Global Bearer Note shall be reduced by the amount of such payment (in the case of principal only); or
- (ii) if the relevant Offering Circular Supplement indicates that such Global Bearer Note issued by either Iris or Iris II is not intended to be a New Global Note, a record of each payment so made will be endorsed on each Global Bearer Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes.

Payments due in respect of Notes for the time being represented by a Global Bearer Note shall be made to the bearer of the Global Bearer Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

Paragraph (B) of Condition 7(d)(iii) (*Withholding and Redemption of Notes for Taxation Reasons*) (if the requirement to withhold or account for tax set out in Condition 7(d)(i) (*Withholding and Redemption of Notes for Taxation Reasons*) arises as a result of the presentation for payment of any Global Bearer Note, Receipt or Coupon by or on behalf of a Holder who would have been able to avoid such withholding or deducting by presenting the relevant Global Bearer Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union) and Condition 8(d) (*Appointment of Agents and Custodian*) will not apply to the Global Notes.

## 7.2 Discharge

For the purpose of any payments made in respect of a Global Bearer Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 27(a) (*Definitions*).

All payments in respect of Notes represented by a Global Registered Note 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, whose Clearing Business Day means Monday to Friday inclusive except 25 December and 1 January.

## 7.3 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Bearer Note or Global Registered 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 the Conditions).

## 7.4 Meetings

The Holder of a permanent Global Bearer Note, Clearing System Global Warrant or beneficial interest in a Global Registered Security shall (unless such permanent Global Bearer Note, Clearing System Global Warrant or Global Registered Security represents only one Security) be treated as being two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting (i) in the case of Bearer Notes, the Holder of a permanent Global Bearer Note shall be treated as having one vote in respect of each minimum

Specified Denomination of Notes for which such Global Bearer Note may be exchanged and (ii) in the case of Clearing System Warrants, the Holder of a Clearing System Global Warrant shall be treated as having one vote in respect of each Warrant represented by such Clearing System Global Warrant. (All Holders of Registered Securities are entitled to one vote in respect of each Security comprising such Holder's holding, whether or not represented by a Global Registered Security.)

#### 7.5 **Cancellation**

Cancellation of any Security represented by a permanent Global Bearer Note, Clearing System Global Warrant or Global Registered Security that is required by the Conditions to be cancelled (other than upon its redemption or exercise, as the case may be) will be effected by (i) in the case of Notes, reduction in the nominal amount of the relevant permanent Global Bearer Note or Global Registered Note and (ii) in the case of Warrants, reduction in the number of Warrants represented by the Clearing System Global Warrant or Global Registered Warrant.

#### 7.6 **Purchase**

Notes represented by a permanent Global Bearer Note or Global Registered 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.

#### 7.7 **Issuer's Option**

Any option of the Issuer provided for in the Conditions of any Securities while such Securities are, in the case of Notes, represented by a permanent Global Bearer Note or Global Registered Note or, in the case Warrants, represented by a Clearing System Global Warrant or Global Registered Warrant, shall be exercised by the Issuer giving notice to the relevant Holders 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 certificate numbers of Securities drawn in the case of a partial exercise of an option and accordingly no drawing of Securities shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Securities of any Series, the rights of accountholders with a clearing system in respect of the Securities will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg, where applicable (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount or otherwise, in each case at their discretion) or any other Alternative Clearing System (as the case may be).

#### 7.8 **Noteholders' Options**

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Bearer Note or Global Registered Note may be exercised by the Holder of the permanent Global Bearer Note or Global Registered Note giving notice to the Issuing and Paying 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 certificate 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 not an NGN or where the Global Registered Note is not an NSSGRN, presenting the permanent Global Bearer Note or Global Registered Note to the Issuing and Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation. Where the Global Note is an NGN or where the Global Registered Note is an NSSGRN, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

## 7.9 **Trustee's Powers**

In considering the interests of Holders while any Global Bearer Note or Global Registered Security is held on behalf of, or Registered Securities are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Bearer Note or Global Registered Security and may consider such interests as if such accountholders were the Holders of the Securities represented by such Global Bearer Note or Global Registered Security, as the case may be.

## 7.10 **Notices**

So long as any Securities are represented by a Global Bearer Note, Clearing System Global Warrant or Global Registered Security and such Global Bearer Note, Clearing System Global Warrant or Global Registered Security is held on behalf of a clearing system, notices to the Holders of Securities 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 Bearer Note, Clearing System Global Warrant or Global Registered Security except that for so long as the Securities are listed on the Irish Stock Exchange, notices shall also be filed with the Company Announcements Office of the Irish Stock Exchange.

## 8. **PARTLY PAID NOTES**

The provisions relating to partly paid Notes are not set out in this Offering Circular, but will be contained in the relevant Offering Circular Supplement and thereby in the Global Bearer Notes and Global Registered Notes. While any instalments of the subscription moneys due from the Holder of partly paid Notes are overdue, no interest in a Global Bearer Note or Global Registered Note representing such Notes may be exchanged for Definitive Bearer Notes or Definitive Registered Notes (as the case may be). If any Noteholder fails to pay any instalment due on any partly paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their Holder in respect of them.

## BOOK-ENTRY CLEARANCE PROCEDURES

*The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. The Issuer accepts responsibility solely for the correct reproduction of the information contained in this Section. None of the Issuer, the Trustee, the Arrangers, the Dealers or any Agent party to the Agency Agreement (or any Affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.*

### **Euroclear and Clearstream, Luxembourg**

Custodial and depositary links have been established with Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Securities and transfers of the Securities associated with secondary market trading. (See “*Settlement and Transfer of Interests in Global Bearer Notes, Clearing System Global Warrants and Global Registered Securities*” below).

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book-entry transfer between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg and DTC have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in the Global Securities directly through Euroclear or Clearstream, Luxembourg if they are accountholders (“**Direct Participants**”) or indirectly (“**Indirect Participants**”) and together with Direct Participants, “**Participants**”) through organisations which are accountholders therein.

Distributions of payments with respect to interests in the Global Securities, held through Euroclear or Clearstream, Luxembourg, as applicable, will be credited to the extent received, to the cash accounts of Euroclear and Clearstream, Luxembourg participants in accordance with the relevant system’s rules and procedures.

As Euroclear and Clearstream, Luxembourg act on behalf of their respective accountholders only, who in turn may act on behalf of their respective clients, the ability of beneficial owners who are not accountholders with Euroclear or Clearstream, Luxembourg to pledge interests in the Global Securities to persons or entities that are not accountholders with Euroclear or Clearstream, Luxembourg, or otherwise take action in respect of interests in the Global Securities, may be limited.

### **Book-Entry Ownership**

Each Global Security intended to be cleared through Euroclear and Clearstream, Luxembourg will have an ISIN and a Common Code and each such Global Security will be registered in the name of HSBC Issuer Services Common Depositary Nominee (UK) Limited as nominee for, and deposited with HSBC Bank plc as common depositary on behalf of, Euroclear and Clearstream, Luxembourg (the “**Common Depositary**”), unless the relevant Offering Circular Supplement indicates that, in the

case of Notes only (a) any such Global Note that is a Global Bearer Note issued by either Iris or Iris II is intended to be a New Global Note or (b) any such Global Registered Note is intended to be a NSS Global Note (as the case may be), in which case it will be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg (the “**Common Safekeeper**”).

### **Payments on Global Securities**

Under the terms of the Trust Deed, the Issuer and the Trustee will treat the registered Holder of the Global Securities (being the Common Depositary or Common Safekeeper, as the case may be) as the owner thereof for the purposes of receiving payments and for all other purposes. Consequently, none of the Issuer, the Trustee or any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

- (a) any aspect of the records of Euroclear or Clearstream, Luxembourg or any Participant or Indirect Participant relating to or payments made on account of an ownership interest in a Global Security (a “**Book-Entry Interest**”) or for maintaining, supervising or reviewing any of the records of Euroclear or Clearstream, Luxembourg or any Participant or Indirect Participant relating to or payments made on account of a Book-Entry Interest; or
- (b) Euroclear or Clearstream, Luxembourg or any Participant or Indirect Participant.

Payments by Participants to owners of Book-Entry interests in the Global Securities held through these Participants are the responsibility of such Participants, as is now the case with securities held for the accounts of customers registered in “street name”.

### **Settlement and Transfer of Interests in Global Securities**

Subject to the rules and procedures of each applicable Clearing System, purchases of interests in the Global Securities held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such interests in the Global Securities on the Clearing System’s records. The ownership interest of each actual purchaser of each such interest in a Global Security (the “**Beneficial Owner**”) will in turn be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from any clearing system of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Global Securities held within the clearing system will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners.

No Clearing System has knowledge of the actual Beneficial Owners of the Global Securities held within such Clearing Systems and their records will reflect only the identity of the Direct Participants to whose accounts such Global Securities are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Book-Entry Interests owned through Euroclear and Clearstream, Luxembourg will follow the settlement procedures applicable to conventional eurobonds in registered form. Book-Entry Interests will be credited to the securities custody accounts of Euroclear and Clearstream, Luxembourg on the business day following the settlement date against payment for value on the settlement date.

### **Initial settlement**

Upon the issuance of the Global Securities by the Issuer, Euroclear and Clearstream, Luxembourg, as applicable, will credit the respective principal amounts (in the case of Notes) or number of Warrants (in the case of Warrants) of the individual beneficial interests in the Global Securities, as applicable,

to the relevant accountholder(s), as notified by or on behalf of a Dealer. Ownership of beneficial interests in the Global Securities will be limited to persons who maintain accounts with Euroclear and Clearstream, Luxembourg, as applicable, or persons who hold interests through such persons. Ownership of beneficial interests in the Global Securities will be shown on, and the transfer of such interests will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg and in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg.

Unless Bearer Notes or Definitive Registered Securities are issued, owners of beneficial interests in Global Securities will not be entitled to have any portions of such Global Securities registered in their names, will not receive or be entitled to receive physical delivery of Securities in certificated form and will not be considered the owners or Holders of such Global Securities (or any Securities represented thereby) under the Trust Deed or the Securities.

In the event of an increase or decrease in (i) in the case of Notes, the aggregate nominal amount of Notes represented by any Global Note or (ii) in the case of Warrants, the aggregate number of Warrants represented by any Global Warrant, whether pursuant to the issue of additional Securities to be represented by such Global Security, the issue of Definitive Bearer Notes or Definitive Registered Securities, as applicable, the repurchase and cancellation of Securities represented by such Global Security (as a result of the application of Condition 2(g) (*Exchange of Interests in Registered Global Securities*) or otherwise) or, in the case of Warrants, the exercise of such Warrants, the Holder will present such Global Security to the Issuer or its agent for increase or decrease, as the case may be, of (a) in the case of Notes, the aggregate principal amount of Notes represented by such Global Note or (b) in the case of Warrants, the aggregate number of Warrants represented by such Global Warrant, by annotation thereon, unless the relevant Offering Circular Supplement indicates that, in the case of Notes only, any such Global Note, issued by either Iris or Iris II is intended to be a New Global Note or a NSS Global Note, as the case may be, in which case details of such increase or decrease in the aggregate nominal amount or repurchase or cancellation or otherwise shall be entered *pro rata* in the records of the relevant Clearing Systems, whereupon the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by such Global Note, shall be adjusted by the amount thereof.

Neither the Issuer, the Trustee nor any of their respective agents will have any responsibility or liability for any aspect of the records relating to beneficial ownership interests in the Global Securities for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Initial settlement for the Notes will be made in the currency of denomination of the Notes and for the Warrants will be made in the Specified Currency set out in the applicable Offering Circular Supplement.

### **Secondary Market Trading**

The Book-Entry Interests will trade through Participants of Euroclear and Clearstream, Luxembourg and will settle in same-day funds.

Since the purchase determines the place of delivery, it is important to establish at the time of trading of any Book-Entry Interests where both the purchaser's and seller's accounts are located to ensure that settlement can be made on the desired value date.

Transfers between accountholders in Euroclear and Clearstream, Luxembourg will be effected in the ordinary way in accordance with their respective rules and operating procedures. Such transfers may be subject to certain restrictions. See "*Subscription and Sale*" and "*Selling Restrictions*".

### **Global Registered Securities and Definitive Registered Securities**

The Global Registered Securities are exchangeable in whole but not in part for Definitive Registered Securities if and only if (i) Euroclear or Clearstream, Luxembourg (or any alternative clearing system on behalf of which the Global Registered Securities may be held) is closed for business for a

continuous period of 14 days or more (other than by reason of legal holidays) or announces an intention permanently to cease business or does in fact do so; or (ii) any Security of the relevant Series becomes immediately redeemable or due to be cancelled following the occurrence of an Event of Default in relation thereto. Definitive Registered Securities will be issued in registered form only, without coupons (in the case of Notes), and will be registered in the name or names of such person or persons as the Holder of the Registered Security shall notify the Registrar. It is expected that such notification will be based upon directions received by the Registrar from Euroclear and Clearstream, Luxembourg as applicable as to ownership of beneficial interests in the Registered Security.

Definitive Registered Securities issued in exchange for interests in a Global Registered Securities will bear the legends as set out in the “*Selling Restrictions*”.

Each permanent Global Bearer Note will be exchangeable, free of charge to the Holder, on or after its Exchange Date in whole but not in part for Definitive Bearer Notes (or, if so specified in the Supplemental Trust Deed, for Registered Notes (in the case of Exchangeable Bearer Notes) or for a combination of Definitive Bearer Notes and Registered Notes), if (i) any Note of the relevant Series becomes immediately redeemable following the occurrence of an Event of Default in relation thereto; or (ii) the permanent Global Bearer Note is held on behalf of Euroclear or Clearstream, Luxembourg 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.

Clearing System Global Warrants will be exchangeable in whole but not in part (free of charge to the Warrantholders) for Definitive Registered Warrants if and only if (i) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 Business Days (other than by reason of holidays, statutory or otherwise) or announce an intention permanently to cease business or do so cease business and no alternative clearing system satisfactory to the Issuer and the Warrant Agent is available or (ii) any Warrant of the relevant Series becomes immediately due to be cancelled following the occurrence of an Event of Default in relation thereto, in which case the Issuer will deliver, or arrange delivery of, Definitive Registered Warrants, serially numbered to the Warrantholders.

## **General**

The Issuer will not impose any fees in respect of the Securities; however, Holders of book-entry interests in the Global Securities may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream, Luxembourg.

Although the foregoing sets out a general summary of the procedures of Euroclear and Clearstream, Luxembourg in order to facilitate the transfers of interests in the Global Securities among participants of Euroclear and Clearstream, Luxembourg, none of Euroclear or Clearstream, Luxembourg are under any obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time.

None of the Issuer nor the Trustee nor any of their agents will have any responsibility or liability for the performance by Euroclear or Clearstream, Luxembourg or their respective accountholders of their respective obligations under the rules and procedures governing their operations.

## **USE OF PROCEEDS**

The net proceeds from each issue of Securities will be used, among other things, to purchase the Collateral Securities comprising the Mortgaged Property in respect of the relevant Series or as otherwise described in the applicable Offering Circular Supplement. The net proceeds of any Transaction other than Securities will be used as described in the relevant documents relating to such Transaction.

## DESCRIPTION OF CLARIS LIMITED

### General

Claris Limited (“**Claris**”) was registered and incorporated on 19 March 1998 under the Companies (Jersey) Law 1991, registration number 71251 under the name of Tinderbox No.7 Limited. It subsequently changed its name to Claris Limited on 25 September 2002. Claris was originally incorporated as a private company but became a public company on 1 April 2004 pursuant to a special resolution passed as a written resolution of the shareholders of the company. Claris has been established as a special purpose vehicle. Claris has been incorporated for an indefinite period and the directors have resolved to enter into transactions contemplated by the Programme. The Registered Office of Claris is at 13 Castle Street, St. Helier, Jersey JE4 5UT. The telephone number of Claris is +44 (0)1534 722 787. The authorised share capital of Claris is £10,000 divided into 10,000 ordinary shares of £1 each, 10 of which have been issued. All of the issued shares are fully-paid and will be held to the order of Sanne Trustee Services Limited as share trustee (the “**Share Trustee**”) of the Claris Trust under the terms of an instrument of trust (the “**Instrument of Trust**”) under which the Share Trustee holds them on trust for charitable purposes. The Share Trustee will be appointed trustee of the Claris Trust pursuant to a deed of retirement and appointment dated as soon as practicable after 26 June 2013. The Share Trustee has no beneficial interest in and derives no benefit (other than its fees for acting as Share Trustee) from its holding of the shares of Claris.

### Transfer to Sanne Group

On 14 January 2013 State Street (Jersey) Limited reached an agreement to transfer its corporate administration business (the “**Business**”) to an established Jersey-based fiduciary services company, Sanne Group (the “**Sanne Transfer**”).

The Sanne Transfer was achieved by a sale of Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited), a wholly owned subsidiary of State Street Corporation, to Sanne Group. Immediately prior to the Sanne Transfer, the Business was transferred to Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited) through a novation of all existing administration arrangements, including the administration arrangements for Claris.

The Sanne Transfer became effective on 1 June 2013.

### Business

Claris was formed with a view to establish and participate in the Programme and to enter into Transactions thereunder. So long as any of the Transactions remain outstanding, Claris shall not, without the consent of the Trustee and any Other Creditors, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, issuing, borrowing under, buying, selling or entering into secured Transactions (whether under the Programme or otherwise) including the issue of further Series of Securities, and entering into related agreements and transactions as provided for in Condition 5 (*Restrictions*)) (*provided that*, for the avoidance of doubt, nothing shall prevent it from engaging an administrator, accountants, statutory auditors and legal and banking advisers), or, among other things, declare any dividends in excess of an aggregate annual amount of £1,200, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey, dispose of or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in the Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 10 January 2003).

Claris has, and will have, no assets other than the sum of £10 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of borrowing under, purchase, sale or entering into of Transactions and any Mortgaged Property on which such Transactions are secured.

The Transactions are obligations of Claris alone and not of the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by, any of Claris 2, Claris III, Claris IV, Iris, Iris II, any Specified Issuer, Societe Generale or any other party.

The Collateral Securities will be held in an account of, and in the name of, the Custodian. Where Collateral consists of assets other than Collateral Securities, it may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Trustee. The Custodian may be responsible under the Agency Agreement and/or the Custody Agreement, as the case may be, for receiving payments on the Collateral and remitting them to the relevant Other Creditors or the Issuing and Paying Agent, as the case may be.

Save in respect of the fees generated in connection with Transactions, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing Claris' issued and paid-up share capital, Claris does not expect to accumulate any surpluses. Fees payable by Claris to its administrator, the Trustee, the Custodian and other Agents will be paid out of the proceeds of entering into each Transaction and none of the Trustee, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent or the Calculation Agent(s) may have recourse to assets of Claris which are held as security for Transactions other than the Transactions in respect of which the claim arises. Additionally, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent and the Calculation Agent(s) have agreed that the payments of outstanding fees (if any) shall be limited to amounts available, following application in accordance with the terms of the Trust Deed, to discharge such liabilities.

## **Directors**

The directors of Claris are as follows:

<b>Name</b>	<b>Principal Occupation</b>
Gareth Essex-Cater	Director
Helen Grant	Director
Lyndsey Pinnington	Director
Stephanie Hopkins	Director
Dean Godwin	Chief Executive Officer

The business address of the directors is at 13 Castle Street, St. Helier, Jersey, JE4 5UT.

Sanne Secretaries Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the secretary of Claris.

Sanne Corporate Services Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the administrator of Claris. Its duties include the provision of certain management, administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months' notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Gareth Essex Cater is a director, Helen Grant is a director, Lyndsey Pinnington is a director, Stephanie Hopkins is a director and Dean Godwin is Chief Executive Officer of the international finance business area of the administrator. The secretary, the administrator and the Share Trustee are wholly-owned within the Sanne Group. Fees are payable to the administrator in respect of services provided to Claris relating to the Programme.

Sanne Group is an international financial administration and fiduciary business whose headquarters are in Jersey in the Channel Islands.

## **No conflict of interest**

Save as otherwise described above, each of the directors set out above confirms that there is no actual or potential conflict of interest between such director's private interests or other duties and the duties owed by such director to Claris.

### **Events of Default**

Claris is required to and will provide the Trustee with written confirmation, on an annual basis, that no Event of Default or other matter which is required to be brought to the Trustee's attention has occurred.

### **Financial Statements**

While Claris was a private company it was not required by Jersey law to publish audited accounts. As a public company, Claris is required by Jersey law to prepare accounts and have them audited and published. Copies thereof, and of any auditor's report relating thereto, will be made available for inspection (and copies thereof will be obtainable) during the usual business hours on any weekday (except Saturdays, Sundays and public holidays) at the office of the Issuing and Paying Agent, at the office of the Paying Agent in Ireland and at the registered office of Claris. The auditors are Mazars LLP, whose address is Tower Bridge House, St Katharine's Way, London E1W 1DD who were appointed by Claris in accordance with the Companies (Jersey) Law 1991. Claris is not required by Jersey law, and does not intend, to prepare any interim accounts.

## DESCRIPTION OF CLARIS 2 LIMITED

### General

Claris 2 Limited (“**Claris 2**”) was registered and incorporated on 23 October 2002 under the Companies (Jersey) Law 1991, registration number 84243. Claris 2 has been established as a special purpose vehicle. Claris 2 has been incorporated for an indefinite period and the directors have resolved to enter into transactions contemplated by the Programme. The Registered Office of Claris 2 is at 13 Castle Street, St. Helier, Jersey JE4 5UT. The telephone number of Claris 2 is +44 (0)1534 722 787. The authorised share capital of Claris 2 is £10,000 divided into 10,000 ordinary shares of £1 each, 10 of which have been issued. All of the issued shares are fully-paid and will be held to the order of Sanne Trustee Services Limited as share trustee (the “**Share Trustee**”) of the Claris 2 Trust under the terms of an instrument of trust (the “**Instrument of Trust**”) under which the Share Trustee holds them on trust for charitable purposes. The Share Trustee will be appointed trustee of the Claris 2 Trust pursuant to a deed of retirement and appointment dated as soon as practicable after 26 June 2013. The Share Trustee has no beneficial interest in and derives no benefit from its holding of the shares of Claris 2.

### Transfer to Sanne Group

On 14 January 2013 State Street (Jersey) Limited reached an agreement to transfer its corporate administration business (the “**Business**”) to an established Jersey-based fiduciary services company, Sanne Group (the “**Sanne Transfer**”).

The Sanne Transfer was achieved by a sale of Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited), a wholly owned subsidiary of State Street Corporation, to Sanne Group. Immediately prior to the Sanne Transfer, the Business was transferred to Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited) through a novation of all existing administration arrangements, including the administration arrangements for Claris 2.

The Sanne Transfer became effective on 1 June 2013.

### Business

Claris 2 was formed with a view to establish and participate in the Programme and to enter into Transactions thereunder. So long as any of the Transactions remain outstanding, Claris 2 shall not, without the consent of the Trustee and any Other Creditors, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, issuing, borrowing under, buying, selling or entering into secured Transactions (whether under the Programme or otherwise) including the issue of further Series of Securities, and entering into related agreements and transactions as provided for in Condition 5 (*Restrictions*)) (*provided that* for the avoidance of doubt, nothing shall prevent it from engaging an administrator, accountants, statutory auditors and legal and banking advisers), or, among other things, declare any dividends in excess of an aggregate annual amount of £1,200, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey, dispose of or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in the Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 10 January 2003).

Claris 2 has, and will have, no assets other than the sum of £10 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of borrowing under, purchase, sale or entering into of Transactions and any Mortgaged Property on which such Transactions are secured.

The Transactions are obligations of Claris 2 alone and not of the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by any of Claris, Claris III, Claris IV, Iris, Iris II, any Specified Issuer, Societe Generale or any other party.

The Collateral Securities will be held in an account of, and in the name of, the Custodian. Where Collateral consists of assets other than Collateral Securities, it may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Trustee. The Custodian may be responsible under the Agency Agreement and/or the Custody Agreement, as the case may be, for receiving payments on the Collateral and remitting them to the relevant Other Creditors or the Issuing and Paying Agent, as the case may be.

Save in respect of the fees generated in connection with Transactions, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing Claris 2's issued and paid-up share capital, Claris 2 does not expect to accumulate any surpluses. Fees payable by Claris 2 to its administrator, the Trustee, the Custodian and other Agents will be paid out of the proceeds of entering into each Transaction and none of the Trustee, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent or the Calculation Agent(s) may have recourse to assets of Claris 2 which are held as security for Transactions other than the Transactions in respect of which the claim arises. Additionally, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent and the Calculation Agent(s) have agreed that the payments of outstanding fees (if any) shall be limited to amounts available, following application in accordance with the terms of the Trust Deed, to discharge such liabilities.

### **Directors**

The directors of Claris 2 are as follows:

<b>Name</b>	<b>Principal Occupation</b>
Gareth Essex-Cater	Director
Helen Grant	Director
Lyndsey Pinnington	Director
Stephanie Hopkins	Director
Dean Godwin	Chief Executive Officer

The business address of the directors is at 13 Castle Street, St. Helier, Jersey, JE4 5UT.

Sanne Secretaries Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the secretary of Claris 2.

Sanne Corporate Services Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the administrator of Claris 2. Its duties include the provision of certain management, administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months' notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Gareth Essex Cater is a director, Helen Grant is a director, Lyndsey Pinnington is a director, Stephanie Hopkins is a director and Dean Godwin is Chief Executive Officer of the international finance business area of the administrator. The secretary, the administrator and the Share Trustee are wholly-owned within the Sanne Group. Fees are payable to the administrator in respect of services provided to Claris 2 relating to the Programme.

Sanne Group is an international financial administration and fiduciary business whose headquarters are in Jersey in the Channel Islands.

**No conflict of interest**

Save as described above, each of the directors set out above confirms that there is no actual or potential conflict of interest between such director's private interests or other duties and the duties owed by such director to Claris 2.

**Events of Default**

Claris 2 is required to and will provide the Trustee with written confirmation, on an annual basis, that no Event of Default or other matter which is required to be brought to the Trustee's attention has occurred.

**Financial Statements**

Audited accounts are prepared annually and will be available free of charge from the offices of the Issuing and Paying Agent and the offices of the Paying Agent in Ireland. The auditors are Mazars LLP, whose address is Tower Bridge House, St Katharine's Way, London E1W 1DD who were appointed by Claris 2 in accordance with the Companies (Jersey) Law 1991.

## DESCRIPTION OF CLARIS III LIMITED

### General

Claris III Limited (“**Claris III**”) was registered and incorporated on 2 May 2006 under the Companies (Jersey) Law 1991, registration number 93312. Claris III has been established as a special purpose vehicle. Claris III has been incorporated for an indefinite period and the directors have resolved to enter into transactions contemplated by the Programme. The Registered Office of Claris III is at 13 Castle Street, St. Helier, Jersey JE4 5UT. The telephone number of Claris III is +44 (0)1534 722 787. The authorised share capital of Claris III is £10,000 divided into 10,000 ordinary shares of £1 each, 10 of which have been issued. All of the issued shares are fully-paid and will be held to the order of Sanne Trustee Services Limited as share trustee (the “**Share Trustee**”) of the Claris III Trust under the terms of an instrument of trust (the “**Instrument of Trust**”) under which the Share Trustee holds them on trust for charitable purposes. The Share Trustee will be appointed trustee of the Claris III Trust pursuant to a deed of retirement and appointment dated as soon as practicable after 26 June 2013. The Share Trustee has no beneficial interest in and derives no benefit from its holding of the shares of Claris III.

### Transfer to Sanne Group

On 14 January 2013 State Street (Jersey) Limited reached an agreement to transfer its corporate administration business (the “**Business**”) to an established Jersey-based fiduciary services company, Sanne Group (the “**Sanne Transfer**”).

The Sanne Transfer was achieved by a sale of Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited), a wholly owned subsidiary of State Street Corporation, to Sanne Group. Immediately prior to the Sanne Transfer, the Business was transferred to Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited) through a novation of all existing administration arrangements, including the administration arrangements for Claris III.

The Sanne Transfer became effective on 1 June 2013.

### Business

Claris III was formed with a view to establish and participate in the Programme and to enter into Transactions thereunder. So long as any of the Transactions remain outstanding, Claris III shall not, without the consent of the Trustee and any Other Creditors, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, issuing, borrowing under, buying, selling or entering into secured Transactions (whether under the Programme or otherwise) including the issue of further Series of Securities, and entering into related agreements and transactions as provided for in Condition 5 (*Restrictions*)) (*provided that* for the avoidance of doubt, nothing shall prevent it from engaging an administrator, accountants, statutory auditors and legal and banking advisers), or, among other things, declare any dividends in excess of an aggregate annual amount of £1,200, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey, dispose of or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in the Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 4 May 2006).

Claris III has, and will have, no assets other than the sum of £10 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of borrowing under, purchase, sale or entering into of Transactions and any Mortgaged Property on which such Transactions are secured.

The Transactions are obligations of Claris III alone and not of the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by any of Claris, Claris 2, Claris IV, Iris, Iris II, any Specified Issuer, Societe Generale or any other party.

The Collateral Securities will be held in an account of, and in the name of, the Custodian. Where Collateral consists of assets other than Collateral Securities, it may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Trustee. The Custodian may be responsible under the Agency Agreement and/or the Custody Agreement, as the case may be, for receiving payments on the Collateral and remitting them to the relevant Other Creditors or the Issuing and Paying Agent, as the case may be.

Save in respect of the fees generated in connection with Transactions, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing Claris III's issued and paid-up share capital, Claris III does not expect to accumulate any surpluses. Fees payable by Claris III to its administrator, the Trustee, the Custodian and other Agents will be paid out of the proceeds of entering into each Transaction and none of the Trustee, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent or the Calculation Agent(s) may have recourse to assets of Claris III which are held as security for Transactions other than the Transactions in respect of which the claim arises. Additionally, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent and the Calculation Agent(s) have agreed that the payments of outstanding fees (if any) shall be limited to amounts available, following application in accordance with the terms of the Trust Deed, to discharge such liabilities.

### **Directors**

The directors of Claris III are as follows:

<b>Name</b>	<b>Principal Occupation</b>
Gareth Essex-Cater	Director
Helen Grant	Director
Lyndsey Pinnington	Director
Stephanie Hopkins	Director
Dean Godwin	Chief Executive Officer

The business address of the directors is at 13 Castle Street, St. Helier, Jersey, JE4 5UT.

Sanne Secretaries Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the secretary of Claris III.

Sanne Corporate Services Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the administrator of Claris III. Its duties include the provision of certain management, administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months' notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Gareth Essex Cater is a director, Helen Grant is a director, Lyndsey Pinnington is a director, Stephanie Hopkins is a director and Dean Godwin is Chief Executive Officer of the international finance business area of the administrator. The secretary, the administrator and the Share Trustee are wholly-owned within the Sanne Group. Fees are payable to the administrator in respect of services provided to Claris III relating to the Programme.

Sanne Group is an international financial administration and fiduciary business whose headquarters are in Jersey in the Channel Islands.

**No conflict of interest**

Save as described above, each of the directors set out above confirms that there is no actual or potential conflict of interest between such director's private interests or other duties and the duties owed by such director to Claris III.

**Events of Default**

Claris III is required to and will provide the Trustee with written confirmation, on an annual basis, that no Event of Default or other matter which is required to be brought to the Trustee's attention has occurred.

**Financial Statements**

Audited accounts are prepared annually and will be available free of charge from the offices of the Issuing and Paying Agent and the offices of the Paying Agent in Ireland. The auditors are Mazars LLP, whose address is Tower Bridge House, St Katharine's Way, London E1W 1DD who were appointed by Claris III in accordance with the Companies (Jersey) Law 1991.

## DESCRIPTION OF CLARIS IV LIMITED

### General

Claris IV Limited (“**Claris IV**”) was registered and incorporated on 7 September 2006 under the Companies (Jersey) Law 1991, registration number 94459. Claris IV has been established as a special purpose vehicle. Claris IV has been incorporated for an indefinite period and the directors have resolved to enter into transactions contemplated by the Programme. The Registered Office of Claris IV is at 13 Castle Street, St. Helier, Jersey JE4 5UT. The telephone number of Claris IV is +44 (0)1534 722 787. The authorised share capital of Claris IV is £10,000 divided into 10,000 ordinary shares of £1 each, 10 of which have been issued. All of the issued shares are fully-paid and will be held to the order of Sanne Trustee Services Limited as share trustee (the “**Share Trustee**”) of the Claris IV Trust under the terms of an instrument of trust (the “**Instrument of Trust**”) under which the Share Trustee holds them on trust for charitable purposes. The Share Trustee will be appointed trustee of the Claris IV Trust pursuant to a deed of retirement and appointment dated as soon as practicable after 26 June 2013. The Share Trustee has no beneficial interest in and derives no benefit from its holding of the shares of Claris IV.

### Transfer to Sanne Group

On 14 January 2013 State Street (Jersey) Limited reached an agreement to transfer its corporate administration business (the “**Business**”) to an established Jersey-based fiduciary services company, Sanne Group (the “**Sanne Transfer**”).

The Sanne Transfer was achieved by a sale of Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited), a wholly owned subsidiary of State Street Corporation, to Sanne Group. Immediately prior to the Sanne Transfer, the Business was transferred to Sanne Corporate Services Limited (formerly named State Street Capital Markets Services (Jersey) Limited) through a novation of all existing administration arrangements, including the administration arrangements for Claris IV.

The Sanne Transfer became effective on 1 June 2013.

### Business

Claris IV was formed with a view to establish and participate in the Programme and to enter into Transactions thereunder. So long as any of the Transactions remain outstanding, Claris IV shall not, without the consent of the Trustee and any Other Creditors, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the Mortgaged Property, issuing, borrowing under, buying, selling or entering into secured Transactions (whether under the Programme or otherwise) including the issue of further Series of Securities, and entering into related agreements and transactions as provided for in Condition 5 (*Restrictions*)) (*provided that* for the avoidance of doubt, nothing shall prevent it from engaging an administrator, accountants, statutory auditors and legal and banking advisers), or, among other things, declare any dividends in excess of an aggregate annual amount of £1,200, have any subsidiaries or employees, purchase, own, lease or otherwise acquire any real property (including office premises or like facilities), consolidate or merge with any other person or convey, dispose of or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in the Conditions and the Trust Deed) or issue any shares (other than such shares as were in issue on 7 September 2006).

Claris IV has, and will have, no assets other than the sum of £10 representing the issued and paid-up share capital, such fees (as agreed) payable to it in connection with the issue of borrowing under, purchase, sale or entering into of Transactions and any Mortgaged Property on which such Transactions are secured.

The Transactions are obligations of Claris IV alone and not of the Share Trustee or the Trustee. Furthermore, they are not obligations of, or guaranteed in any way by any of Claris, Claris 2, Claris III, Iris, Iris II, any Specified Issuer, Societe Generale or any other party.

The Collateral Securities will be held in an account of, and in the name of, the Custodian. Where Collateral consists of assets other than Collateral Securities, it may be held in the name of or under the control of the Custodian or in such other manner as is approved by the Trustee. The Custodian may be responsible under the Agency Agreement and/or the Custody Agreement, as the case may be, for receiving payments on the Collateral and remitting them to the relevant Other Creditors or the Issuing and Paying Agent, as the case may be.

Save in respect of the fees generated in connection with Transactions, any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing Claris IV's issued and paid-up share capital, Claris IV does not expect to accumulate any surpluses. Fees payable by Claris IV to its administrator, the Trustee, the Custodian and other Agents will be paid out of the proceeds of entering into each Transaction and none of the Trustee, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent or the Calculation Agent(s) may have recourse to assets of Claris IV which are held as security for Transactions other than the Transactions in respect of which the claim arises. Additionally, the Paying Agents, the Custodian, the Registrar, the Transfer Agents, the Warrant Agent and the Calculation Agent(s) have agreed that the payments of outstanding fees (if any) shall be limited to amounts available, following application in accordance with the terms of the Trust Deed, to discharge such liabilities.

### **Directors**

The directors of Claris IV are as follows:

<b>Name</b>	<b>Principal Occupation</b>
Gareth Essex-Cater	Director
Helen Grant	Director
Lyndsey Pinnington	Director
Stephanie Hopkins	Director
Dean Godwin	Chief Executive Officer

The business address of the directors is at 13 Castle Street, St. Helier, Jersey, JE4 5UT.

Sanne Secretaries Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the secretary of Claris IV.

Sanne Corporate Services Limited of 13 Castle Street, St. Helier, Jersey, JE4 5UT is the administrator of Claris IV. Its duties include the provision of certain management, administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months' notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Gareth Essex Cater is a director, Helen Grant is a director, Lyndsey Pinnington is a director, Stephanie Hopkins is a director and Dean Godwin is Chief Executive Officer of the international finance business area of the administrator. The secretary, the administrator and the Share Trustee are wholly-owned within the Sanne Group. Fees are payable to the administrator in respect of services provided to Claris IV relating to the Programme.

Sanne Group is an international financial administration and fiduciary business whose headquarters are in Jersey in the Channel Islands.

**No conflict of interest**

Save as described above, each of the directors set out above confirms that there is no actual or potential conflict of interest between such director's private interests or other duties and the duties owed by such director to Claris IV.

**Events of Default**

Claris IV is required to and will provide the Trustee with written confirmation, on an annual basis, that no Event of Default or other matter which is required to be brought to the Trustee's attention has occurred.

**Financial Statements**

Audited accounts are prepared annually and will be available free of charge from the offices of the Issuing and Paying Agent in Ireland and the offices of the Paying Agent. Claris IV's current auditors (who prepared its annual audited financial statements for the financial year ending 30 June 2012) are Deloitte whose address is Lord Coutanche House, 66-68 Esplanade, St Helier, JE4 8WA and who were appointed by Claris IV in accordance with the Companies (Jersey) Law 1991. The auditors for Claris IV in respect of its annual audited financial statements for the financial year ending 30 June 2011 were Ernst & Young whose address is 28 Halkett Street, St Helier, Jersey JE1 1EY.

## DESCRIPTION OF IRIS SPV PLC

### General

Iris SPV Plc (“**Iris**”) was incorporated in Ireland as a public limited company on 10 November 2004, with registration number 393439 under the name Iris SPV plc, under the Companies Acts 1963 to 2003.

The registered office of Iris is at Office G03, Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2, Ireland. The telephone number of Iris is +353 (0)1 906 2200. The authorised share capital of Iris is EUR 40,000 divided into 40,000 ordinary shares of EUR 1 each (the “**Shares**”). Iris has issued 40,000 Shares all of which are fully paid. The issued Shares will be held indirectly by an indirect subsidiary of Sanne Holdings Limited as share trustee (the name of such entity to be finalised)(the “**Share Trustee**”) on trust for charitable purposes. The Share Trustee has, among other things, undertaken not to exercise its voting rights to wind up Iris unless and until it has received written confirmation from the directors of Iris that Iris does not intend to carry on further business. The Share Trustee will be appointed trustee of the Iris Trust pursuant to a deed of retirement and appointment dated as soon as practicable after 26 June 2013. The Share Trustee has no beneficial interest in and derives no benefit from its holding of the shares of Iris.

Iris has been established as a special purpose vehicle. The principal activities of Iris are the issuance of financial instruments, the acquisition of financial assets and the entering into of other legally binding arrangements.

### Directors and Company Secretary

The directors of Iris are as follows:

Louise Corcoran

Peter O’Leary

The business address of each of the directors is at Office G03, Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2, Ireland.

The Company Secretary is Sanne Corporate Services (Ireland) Limited.

Sanne Corporate Services (Ireland) Limited of Office G03, Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, is the administrator of Iris. Its duties include the provision of certain administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months’ notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Sanne Group is an international financial administration and fiduciary business whose headquarters are in Jersey in the Channel Islands. Louise Corcoran and Peter O’Leary are directors of the administrator.

The secretary and the administrator are, and the Share Trustee will be, indirect subsidiaries of Sanne Holdings Limited. Fees are payable to the administrator in respect of services provided to Iris SPV Plc relating to the Programme.

**No conflict of interest**

Each of the directors set out above confirms that there is no actual or potential conflict of interest between such director's private interests or other duties and the duties owed by such director to Iris.

**Financial Statements**

Audited accounts are prepared annually and will be available free of charge from the offices of the Issuing and Paying Agent and the offices of the Paying Agent in Ireland. The auditors of Iris are Mazars of Harcourt Centre, Block 3, Harcourt Road, Dublin 2 who are chartered accountants and are members of the Institute of Chartered Accountants in Ireland ("ICAI") and are qualified to practise as auditors in Ireland.

## DESCRIPTION OF IRIS II SPV LIMITED

### General

Iris II SPV Limited (“**Iris II**”) was incorporated in Ireland as a private limited company on 28 May 2007, with registration number 440452 under the name Iris II SPV Limited, under the Companies Acts 1963 to 2006.

The registered office of Iris II is at Office G03, Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2, Ireland. The telephone number of Iris II is +353 (0)1 906 2200. The authorised share capital of Iris II is EUR 3 divided into 3 ordinary shares of EUR 1 each (the “**Shares**”). Iris II has issued 3 Shares all of which are fully paid. The issued Shares are held directly or indirectly by three Irish companies limited by guarantee, Badb Charitable Trust Limited, Medb Charitable Trust Limited and Eurydice Charitable Trust Limited (each a “**Share Trustee**” and together the “**Share Trustees**”), on trust for charitable purposes. Each Share Trustee has, *inter alia*, undertaken not to exercise its voting rights to wind up Iris II unless and until it has received written confirmation from the directors of Iris II that Iris II does not intend to carry on further business.

Iris II has been established as a special purpose vehicle. The principal activities of Iris II are the issuance of financial instruments, the acquisition of financial assets and the entering into of other legally binding arrangements.

### Directors and Company Secretary

The directors of Iris II are as follows:

Louise Corcoran

Peter O’Leary

The business address of each of the directors is at Office G03, Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2, Ireland.

The Company Secretary is Sanne Corporate Services (Ireland) Limited.

Sanne Corporate Services (Ireland) Limited of Office G03, Fitzwilliam Business Centre, 77 Sir John Rogerson's Quay, Dublin 2, Ireland is the administrator of Iris II. Its duties include the provision of certain administrative, accounting and related services. The appointment of the administrator may be terminated and the administrator may retire upon three months’ notice subject to the appointment of an alternative administrator on similar terms to the existing administrator.

Sanne Group is an international financial administration and fiduciary business whose headquarters are in Jersey in the Channel Islands.

Louise Corcoran and Peter O’Leary are directors of the administrator.

The secretary and the administrator are indirect subsidiaries of Sanne Holdings Limited. Fees are payable to the administrator in respect of services provided to Iris II SPV Limited relating to the Programme.

### No conflict of interest

Each of the directors set out above confirms that there is no actual or potential conflict of interest between such director’s private interests or other duties and the duties owed by such director to Iris II.

### Financial Statements

Audited accounts are prepared annually and will be available free of charge from the offices of the Issuing and Paying Agent and the offices of the Paying Agent in Ireland. The auditors of the Iris II are

Ernst & Young of Ernst & Young Building, Harcourt Centre, Harcourt Street, Dublin 2 who are chartered accountants and are members of the ICAI and are qualified to practise as auditors in Ireland.

## TRANSACTION SECURITY ARRANGEMENTS

The Transaction Security may include a fixed charge over Collateral Securities which may be held by or through the Custodian through a Clearing System. The charge is intended to create a property interest in the Collateral Securities in favour of the Trustee to secure the Issuer's liabilities under the Trust Deed. However, where the Collateral Securities are held through a Clearing System the interests which the Custodian holds and which are traded in the Clearing System are not the physical Collateral Securities themselves but a series of contractual rights against such Clearing System. These rights consist of (i) the Issuer's rights against the Custodian; (ii) the Custodian's rights as a participant against the Clearing System; (iii) the rights of the Clearing System against the common depository or common safekeeper; and (iv) the rights of the common depository or common safekeeper against the issuer of the Collateral Securities. **As a result, where Collateral Securities are held in a Clearing System, the Transaction Security will take the form of an assignment of the Issuer's rights against the Custodian under the Agency Agreement or the Custody Agreement, as the case may be, rather than a charge over the Collateral Securities themselves.**

## TAXATION

### Jersey Taxation

Under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”), each Issuer incorporated in Jersey (each, a “**Jersey Issuer**”) will be regarded as resident in Jersey but (being neither a financial services company nor a specified utility company under the Jersey Income Tax Law at the date hereof) will (except as noted below) be subject to Jersey income tax at a rate of 0 per cent.

If a Jersey Issuer derives any income from the ownership or disposal of land in Jersey, such income will be subject to tax at the rate of 20 per cent. It is not expected that any of the Jersey Issuers will derive any such income.

Each of the Jersey Issuers will continue to be able to make payments in respect of the Securities without any withholding or deduction for or on account of Jersey tax. Holders (other than residents of Jersey) will not be subject to any Jersey tax in respect of the holding, sale or other disposition of its Securities.

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Securities. Stamp duty of up to 0.75 per cent. is payable on the grant of probate or letters of administration in Jersey in respect of a deceased natural person (i) who died domiciled in Jersey, on the value of the entire estate; and (ii) otherwise, on the value of so much of the estate as is situate in Jersey.

### Goods and services tax

Each Jersey Issuer is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the “**GST Law**”). Consequently, none of the Jersey Issuers are required to:

- (a) register as a taxable person pursuant to the GST Law;
- (b) charge goods and services tax in Jersey in respect of any supply made by it; or
- (c) (subject to limited exceptions that are not expected to apply any of the Jersey Issuers) pay goods and services tax in Jersey in respect of any supply made to it.

### European Union Directive on the Taxation of Savings Income

As part of an agreement reached in connection with the European Union (“**EU**”) directive on the taxation of savings income in the form of interest payments, and in line with steps taken by other relevant third countries, Jersey introduced with effect from 1 July 2005 a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in an EU Member State by a paying agent established in Jersey. The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to EU Member States of information regarding such payments. During this transitional period, such an individual beneficial owner resident in an EU Member State will be entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the EU Member State in which the beneficial owner is resident.

The retention tax system in Jersey is implemented by means of bilateral agreements with each of the EU Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Policy & Resources Committee of the States of Jersey. Based on these provisions and our understanding of the current practice of the Jersey tax authorities (and subject to the transitional arrangements described above), neither Claris, Claris 2, Claris III nor Claris IV would be obliged to levy retention tax in Jersey under these provisions in respect of interest payments made by it to a paying agent established outside Jersey.

## **Irish Tax Information**

*The following is a summary of certain Irish tax consequences of the purchase, ownership and disposition of the Securities. The summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities. The summary relates only to the position of persons who are the absolute beneficial owners of the Securities and may not apply to certain other classes of persons such as dealers in securities. The summary does not apply to Transactions other than the Securities.*

*The summary is based upon Irish tax laws and the practice of the Irish Revenue Commissioners as in effect on the date of this Offering Circular, which are subject to prospective or retroactive change. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Securities should consult their own advisors as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Securities including, in particular, the effect of any state or local tax laws.*

### **Income Tax**

In general, persons who are resident in Ireland are liable to Irish taxation on their world-wide income whereas persons who are not resident in Ireland are only liable to Irish taxation on their Irish source income. All persons are under a statutory obligation to account for Irish taxation on a self-assessment basis and there is no requirement for the Irish Revenue Commissioners to issue or raise an assessment.

A Note issued by Iris or Iris II (each an “**Irish Issuer**”) may be regarded as property situate in Ireland (and hence Irish source income) on the grounds that a debt is deemed to be situate where the debtor resides. However, the interest earned on a Note is exempt from Irish income tax if it is paid to a person who is not a resident of Ireland and who, for the purposes of Section 198 of the Taxes Consolidation Act 1997 (as amended) (“**TCA 1997**”), is regarded as being a resident of a relevant territory. A relevant territory for this purpose is a Member State of the European Communities (other than Ireland) or, not being such a Member State, a territory with which Ireland has entered into a double tax treaty that has the force of law or, on completion of the necessary procedures, will have the force of law and such double tax treaty contains an article dealing with interest or income from debt claims. A list of the countries with which Ireland has entered into a double tax treaty is available on [www.revenue.ie](http://www.revenue.ie).

If the above exemption does not apply it is understood that there is a long standing unpublished practice whereby no action will be taken to pursue any liability to Irish tax in relation to such interest in respect of persons who are regarded as not being resident in Ireland except where such persons:

- (a) are chargeable in the name of a person (including a trustee) or in the name of an agent or branch in Ireland having the management or control of the interest; or
- (b) seek to claim relief and/or repayment of tax deducted at source in respect of taxed income from Irish sources; or
- (c) are chargeable to Irish corporation tax on the income of an Irish branch or agency or to income tax on the profits of a trade carried on in Ireland to which the interest is attributable.

There can be no assurance that this practice will continue to apply.

A Warrant issued by an Irish Issuer may be regarded as property situate in Ireland on the grounds that it is issued by an Irish company. To the extent that any payment is made by an Irish Issuer in respect of a Warrant, this payment may be treated as having an Irish source. Relief from Irish income tax may be available in respect of such payment under the provisions of a double tax treaty between Ireland and the country of residence of the holder of a Warrant.

## **Withholding Tax**

In general, withholding tax (currently at the rate of 20 per cent.) must be deducted from interest payments made by an Irish company such as interest payments made by an Irish Issuer in respect of a Note. However, Section 246 TCA 1997 (“**Section 246**”) provides that this general obligation to withhold tax does not apply in respect of, among other things, interest payments made by an Irish Issuer to a person who, by virtue of the law of a relevant territory (see above for details), is resident for the purposes of tax in a relevant territory. This exemption does not apply if the interest is paid to a company in connection with a trade or business which is carried on in Ireland by that company through a branch or agency. Relief from Irish withholding tax may also be available under other exemptions contained in Irish tax legislation or under the specific provisions of a double tax treaty between Ireland and the country of residence of the holder of a Note.

Apart from Section 246, Section 64 TCA 1997 (“**Section 64**”) provides for the payment of interest on a “Quoted Eurobond” without deduction of tax in certain circumstances. A Quoted Eurobond is defined in Section 64 as a security which:

- (i) is issued by a company;
- (ii) is quoted on a recognised stock exchange (this term is not defined but is understood to mean an exchange which is recognised in the country in which it is established (such as the Irish Stock Exchange)); and
- (iii) carries a right to interest.

There is no obligation to withhold tax on Quoted Eurobonds where:

- (a) the person by or through whom the payment is made is not in Ireland; or
- (b) the payment is made by or through a person in Ireland; and
  - (i) the Quoted Eurobond is held in a recognised clearing system (Euroclear, Clearstream, Frankfurt, Clearstream, Luxembourg and the DTC have been designated as recognised clearing systems); or
  - (ii) the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made an appropriate written declaration to this effect.

In certain circumstances, Irish encashment tax may be required to be withheld (currently at the rate of 20 per cent.) from interest on a Note, where such interest is collected by a person in Ireland on behalf of the holder of a Note.

Irish withholding tax may also apply to certain other types of payments made by an Irish Issuer which have an Irish source, such as annual payments in respect of Warrants. Payments made by an Irish Issuer in respect of Warrants which are once-off payments made on the Settlement Date and which do not constitute interest payments will not be subject to Irish withholding tax.

## **Capital Gains Tax**

A holder of a Note or Warrant will not be subject to Irish taxes on capital gains *provided that* such holder is neither resident nor ordinarily resident in Ireland and does not have an enterprise, or an interest in an enterprise, which carries on business in Ireland through a branch or agency or a permanent representative to which the Note or Warrant is attributable.

## **Capital Acquisitions Tax**

If a Note or Warrant is comprised in a gift or inheritance taken from an Irish domiciled, resident or ordinarily resident disponer or if the donee or successor is resident or ordinarily resident in Ireland, or

if a Note or Warrant is regarded as property situate in Ireland, the donee or successor may be liable to Irish capital acquisitions tax. As a result, a donee or successor may be liable to Irish capital acquisitions tax even though neither the disponent nor the donee nor successor may be domiciled, resident or ordinarily resident in Ireland at the relevant time.

### **Stamp duty**

For as long as an Irish Issuer is a qualifying company within the meaning of Section 110 TCA 1997, no Irish stamp duty will be payable on either the issue or transfer of a Note or Warrant issued by an Irish Issuer, *provided that* the money raised by the issue of such Note or Warrant is used in the course of the Irish Issuer's business.

### **Other Taxes**

#### **EU Savings Directive**

Under EC Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (in the case of Switzerland a withholding system or exchange of information if the individual resident in the Member State agrees to such exchange of information). The Luxembourg Government has announced its intention to end the transitional period foreseen in the Savings Directive and to introduce automatic exchange of information on 1 January 2015.

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

## SUBSCRIPTION AND SALE

### Summary of Dealer Agreement

Subject to the terms and on the conditions contained in the dealer agreement dated 26 June 2013, between Claris, Claris 2, Claris III, Claris IV, Iris, Iris II and Societe Generale (as Arranger and Dealer) (the “**Dealer Agreement**”), as acceded to pursuant to any Acceptance Deed entered into by a Specified Issuer, the Securities will be offered on a continuous basis by the Issuers to the Permanent Dealers or such other Dealers as may be appointed from time to time in respect of any Series pursuant to the Dealer Agreement. The Securities 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 Dealer Agreement also provides for Securities to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

Each of the Issuers has agreed to pay the commissions as agreed between it and the relevant Dealer(s) in respect of each issue of Securities on a syndicated basis or otherwise. Such commissions (if any) will be stated in the relevant Offering Circular Supplement.

Each of the Issuers has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Securities. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Securities in certain circumstances prior to payment for such Securities being made to the relevant Issuer.

## SELLING RESTRICTIONS

Because of (i) the following selling restrictions; and (ii) the transfer restrictions listed in paragraph 3.2 (*Purchasers of Securities*) below, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of Securities.

### 1. INTRODUCTION

These are the selling restrictions referred to in Clause 4 (*Offering of Securities*) of the Dealer Agreement dated 26 June 2013 relating to the Secured Transaction Programme of Claris Limited, Claris 2 Limited, Claris III Limited, Claris IV Limited, Iris SPV plc and Iris II SPV Limited. These restrictions may be amended in relation to a specific Tranche by agreement between the Issuers and the Relevant Dealer or, if more than one, the Lead Manager on behalf of the Relevant Dealers or in relation to the Programme by agreement between the Issuers and the Arranger. Any such amendment in relation to a specific Tranche shall be set out in the Subscription Agreement, in the case of a Syndicated Issue, or in the Offering Circular Supplement, in the case of a non-Syndicated Issue.

### 2. GENERAL

These selling restrictions may be modified by the agreement of each of the Issuers and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Offering Circular Supplement issued in respect of the issue of Securities to which it relates or in a supplement to the Offering Circular.

Other than obtaining the Registrar's Consent in respect of Claris by the Jersey Financial Services Commission, no action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of the Offering Circular or any other offering material or any Offering Circular Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer agrees that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Offering Circular, any other offering material or any Offering Circular Supplement, in all cases at its own expense, and none of the Issuers nor any other Dealer shall have responsibility therefore.

### 3. UNITED STATES OF AMERICA

#### 3.1 General Selling Restrictions

The Securities 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 trading in the Securities has not been approved by the CFTC under the CEA. In addition, none of the Issuers have been or will be registered as an investment company under the Investment Company Act. The Securities may not be offered, sold or delivered directly or indirectly within the United States or to, or for the account of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, the Securities may not be offered, sold or otherwise transferred except in a transaction outside the United States to persons that are not U.S. persons in accordance with Rule 903 or Rule 904 of Regulation S. Terms used in this paragraph have the meanings given to them under the Securities Act.

Each Dealer has acknowledged and agreed that it will not offer, sell or deliver any Securities within the United States or to, or for the account or benefit of, any U.S. person (i) as part of their distribution at any time; or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date and that it will have sent to each

distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Securities during the period of 40 consecutive days after the later of the commencement of the offering of the Securities and the Issue Date a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, any U.S. person. Terms used in this paragraph have the meanings given to them under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of Securities within the United States by a dealer that is 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 an available exemption from registration under the Securities Act.

Each Dealer has acknowledged and agreed that neither it nor any of its affiliates (as defined in Rule 501(b) of the Securities Act) or any person acting on behalf of any of the foregoing has or will, directly or through any agent:

- (i) sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of any securities (as defined in the Securities Act) which are or will be integrated with the sale of the Securities in a manner that would require the registration under the Securities Act of the Securities, and such Dealer will take all action that is appropriate or necessary to assure that its offerings of other securities (if any) will not be integrated for the purpose of the Securities Act with the offerings contemplated hereby;
- (ii) to the extent that any general solicitation, general advertising, sale, offer for sale or solicitation for offers would result in a public offering under the Securities Act, engage in any form of general solicitation or general advertising, including, without limitation, (a) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio; and (b) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising in connection with the offering of the Securities (as those terms are used in Regulation D under the Securities Act) or sell, offer for sale or solicit offers to buy the Securities in any manner involving a public offering within the meaning of section 4(a)(2) of the Securities Act; or
- (iii) engage in any “directed selling efforts” (as defined in Regulation S).

Each of the Issuers and each Dealer reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell, in the case of Notes, less than the principal amount of Notes or, in the case of Warrants, fewer than the number of Warrants, which may be offered. Distribution of the Offering Circular to any U.S. person or to any person within the United States is unauthorised and any disclosure of any of its contents, without the prior written consent of each of the Issuers, is prohibited.

With respect to Bearer Notes issued in compliance with the TEFRA D Rules,

- (i) except to the extent permitted under Section 1.163-5(c)(2)(i)(D) of the United States Treasury Regulations or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code (the “TEFRA D Rules”) each dealer represents (a) that it has not offered or sold, and agree that during a 40-day restricted period it will not offer or sell the Bearer Notes to a person who is within the United States or its possessions or to a U.S. person, and (b) that it has not delivered and it will not deliver within the United States or its possessions any Bearer Notes that are sold during the restricted period;

(ii) each dealer has acknowledged and agreed that it has and throughout the restricted period (as defined under the TEFRA D Rules) will have in effect, procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling the Bearer Notes are aware that such Bearer Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a U.S. person, except as permitted by the TEFRA D Rules;

(iii) if it is a U.S. person, each dealer represents that it is acquiring the Bearer Notes for purposes of resale in connection with their original issuance and if it retains the Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6) or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code;

(iv) with respect to each affiliate that acquires from it any Notes for the purpose of offering or selling such Bearer Notes during the restricted period, it either (a) confirms the representations contained in paragraphs (i) to (iii) (inclusive) above on behalf of such affiliate or (b) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations contained in paragraphs (i) to (iii) above.

Terms used in this paragraph (i), (ii), (iii) and (iv) have the meanings given to them by the U.S. Internal Revenue code of 1986 and regulations thereunder, including the TEFRA D Rules.

Provided that the TEFRA rules are applicable, then with respect to Bearer Notes not issued in compliance with the TEFRA D Rules, under U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code (the “TEFRA C Rules”), Notes in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance and each dealer represents and agrees that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, Bearer Notes within the United States or its possessions in connection with their original issuance. Further, in connection with their original issuance of Bearer Notes, the dealer represents that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions or otherwise involve its U.S. office in the offer or sale of Bearer Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder, including the TEFRA C Rules.

The Hiring Incentives to Restore Employment Act of 2010 (the “**HIRE Act**”) repealed the TEFRA C Rules and TEFRA D Rules for Notes issued after 18 March 2012. However, in Notice 2012-20, the US Department of Treasury and the US Internal Revenue Service indicated that they intend to provide in regulations that rules identical to the TEFRA C Rules and TEFRA D Rules will apply to non-US issuers of bearer obligations for purposes of establishing an exemption from the excise tax imposed by Section 4701 of the U.S. Internal Revenue Code. (The amount of the excise tax is one per cent. of the principal amount of the obligation, multiplied by the number of calendar years until the obligation reaches maturity.) Consequently, Notes issued in bearer form after 18 March 2012 in accordance with the TEFRA C Rules or TEFRA D Rules should continue to be treated as “foreign targeted obligations” that are exempt from the excise tax.

Non-U.S. purchasers of the Securities who will hold a Security or a beneficial interest therein will be subject to the following selling restrictions unless otherwise provided in the relevant Offering Circular Supplement. As a condition to the purchase of the Securities offered hereby, each purchaser located outside the United States that is not a U.S. person and is not purchasing for the account or benefit of a U.S. person will be deemed to have acknowledged,

represented and agreed as follows (terms used in this paragraph have the meaning given to them by Regulation S):

- (i) The purchaser has received a copy of the Offering Circular and the applicable Offering Circular Supplement relating to the Securities, has carefully read the Offering Circular and the Offering Circular Supplement and understands the risks relating to its purchase of the Securities. The purchaser has such knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks of an investment in the Securities. The purchaser understands that its investment in the Securities is speculative and involves a high degree of risk, including the possible loss of the purchaser's entire investment, and the purchaser is financially able to bear such loss.
- (ii) The purchaser was, and the person, if any, for whose account or benefit the purchaser is acquiring the Securities was, located outside the United States at the time the buy order for the Securities was originated and continues to be located outside the United States and has not purchased the Securities for the benefit of any person in the United States or entered into any arrangement for the transfer of the Securities to any person in the United States.
- (iii) The purchaser understands that each of the Issuers has not been and will not be registered under the Investment Company Act, that the Securities have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction in the United States, and that the sale of Securities to such purchaser is being made in reliance on Regulation S.
- (iv) The purchaser is aware of the restrictions on the offer and sale of the Securities pursuant to Regulation S described in the Offering Circular and the Offering Circular Supplement and will be deemed to have agreed to give any subsequent purchaser of such Securities notice of any restrictions on the transfer thereof.
- (v) The purchaser understands that unless each of the Issuers determines otherwise in compliance with applicable law, the Securities will bear a legend to the effect set forth in paragraph 3.2 below and that Securities issued under Regulation S may not, at any time, be held by, or on behalf of, U.S. persons or U.S. residents.

### 3.2 **Purchasers of Securities**

Subject to any additional requirements or exceptions set forth in the Offering Circular Supplement, each purchaser of Securities will make or be deemed to have represented and agreed as follows:

- (a) The purchaser is located outside the United States and is not a U.S. person.
- (b) The purchaser understands that the Securities may not, at any time, be held by, or on behalf of, U.S. persons.
- (c) The purchaser of any Securities which are Registered Securities will bear a legend substantially to the following effect

THIS [NOTE]/[WARRANT] HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION, AND THE ISSUER OF THIS [NOTE]/[WARRANT] HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**").

EACH PERSON WHO PURCHASES OR OTHERWISE ACQUIRES AN INTEREST IN THIS [NOTE]/[WARRANT] IS DEEMED TO (1) REPRESENT THAT IT IS (A) NOT A “U.S. PERSON” AND IS ACQUIRING SUCH INTEREST IN AN “OFFSHORE TRANSACTION” PURSUANT TO RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT (“**REGULATION S**”) AND (B) A “NON-UNITED STATES PERSON” PURSUANT TO THE UNITED STATES COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE “**COMMODITY EXCHANGE ACT**”), AND (2) AGREE THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER SUCH INTEREST EXCEPT (A) TO THE ISSUER, AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. AS USED HEREIN, THE TERMS “OFFSHORE TRANSACTION” AND “U.S. PERSON” HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT. AND THE TERM “NON-UNITED STATES PERSON” HAS THE MEANING SET FORTH IN RULE 4.7 UNDER THE COMMODITY EXCHANGE ACT.

TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OF THIS [NOTE]/[WARRANT], THE TRUSTEE OR ANY INTERMEDIARY. IF THE ISSUER DETERMINES THAT ANY BENEFICIAL OWNER OR HOLDER OF THIS [NOTE]/[WARRANT] (i) IS A U.S. PERSON, OR (ii) PURCHASED THIS [NOTE]/[WARRANT] IN BREACH OF THE DEEMED OR ACTUAL REPRESENTATIONS GIVEN BY SUCH HOLDER UPON THE PURCHASE OF THIS [NOTE]/[WARRANT], THE ISSUER MAY (a) [REDEEM THIS NOTE AT THE EARLY REDEMPTION AMOUNT]/[CANCEL THIS WARRANT AT THE CANCELLATION AMOUNT] OR (b) REQUIRE THAT SUCH BENEFICIAL OWNER OR HOLDER SELL ALL OF ITS RIGHT, TITLE AND INTEREST IN THIS [NOTE]/[WARRANT] TO A PERSON WHO IS NOT A U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S, WITH SUCH SALE TO BE EFFECTED WITHIN 30 DAYS AFTER NOTICE OF SUCH SALE REQUIREMENT IS GIVEN. IF SUCH SALE IS NOT EFFECTED WITHIN SUCH 30 DAYS, UPON WRITTEN DIRECTION FROM THE ISSUER, THE TRUSTEE WILL BE AUTHORISED TO CONDUCT A COMMERCIALY REASONABLE SALE OF SUCH [NOTES]/[WARRANTS] TO A PERSON WHO NOT A U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S, AND, PENDING TRANSFER, NO FURTHER PAYMENTS WILL BE MADE IN RESPECT OF SUCH [NOTES]/[WARRANTS] OR ANY BENEFICIAL INTEREST THEREIN.

EACH PERSON WHO PURCHASES OR OTHERWISE ACQUIRES THIS [NOTE]/[WARRANT] (OR A BENEFICIAL INTEREST THEREIN) IN AN “OFFSHORE TRANSACTION” IN RELIANCE ON REGULATION S, BY PURCHASING SUCH INTEREST IS ALSO DEEMED TO REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE FOR THE BENEFIT OF THE ISSUER AND THE TRUSTEE THAT IT, AND EACH PERSON FOR WHICH IT IS ACTING, (I) IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S) AND (II) IS LOCATED OUTSIDE OF THE UNITED STATES.

EACH HOLDER AND BENEFICIAL OWNER OF A [NOTE]/[WARRANT] THAT IS NOT A “UNITED STATES PERSON” (AS DEFINED IN SECTION 7701(a)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING SUCH [NOTE]/[WARRANT] OR AN INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT EITHER (I) IT IS NOT A

BANK EXTENDING CREDIT PURSUANT TO A LOAN AGREEMENT ENTERED INTO IN THE ORDINARY COURSE OF ITS TRADE OR BUSINESS (WITHIN THE MEANING OF SECTION 881(C)(3)(A) OF THE CODE), OR (II) IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE UNITED STATES THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE UNITED STATES, AND (III) IT IS NOT PURCHASING THE [NOTE]/[WARRANT] IN ORDER TO REDUCE ITS U.S. FEDERAL INCOME TAX LIABILITY OR PURSUANT TO A TAX AVOIDANCE PLAN WITH RESPECT TO U.S. FEDERAL INCOME TAXES.

THE FAILURE TO PROVIDE THE ISSUER, THE TRUSTEE AND ANY PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, A U.S. INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR AN APPLICABLE U.S. INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY RESULT IN U.S. FEDERAL BACK-UP WITHHOLDING FROM PAYMENTS TO THE HOLDER IN RESPECT OF THIS [NOTE]/[WARRANT]:

- (d) The purchaser of any Securities which are Global Bearer Notes or Clearing System Global Warrants understands that the Notes or Warrants, as the case may be, will bear a legend substantially to the following effect:

THIS [NOTE]/[WARRANT] HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION, AND THE ISSUER OF THIS [NOTE]/[WARRANT] HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**").

EACH PERSON WHO PURCHASES OR OTHERWISE ACQUIRES AN INTEREST IN THIS [NOTE]/[WARRANT] IS DEEMED TO (1) REPRESENT THAT IT IS (A) NOT A "U.S. PERSON" AND IS ACQUIRING SUCH INTEREST IN AN "OFFSHORE TRANSACTION" PURSUANT TO RULE 903 OR RULE 904 OF REGULATIONS UNDER THE SECURITIES ACT ("**REGULATION S**") AND (B) A "NON-UNITED STATES PERSON" PURSUANT TO THE UNITED STATES COMMODITY EXCHANGE ACT OF 1936, AS AMENDED (THE "**COMMODITY EXCHANGE ACT**"), AND (2) AGREE THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER SUCH INTEREST EXCEPT (A) TO THE ISSUER, AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATIONS UNDER THE SECURITIES ACT AND THE TERM "NON-UNITED STATES PERSON" HAS THE MEANING SET FORTH IN RULE 4.7 UNDER THE COMMODITY EXCHANGE ACT.

TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OF THIS

[NOTE]/[WARRANT], THE TRUSTEE OR ANY INTERMEDIARY. IF THE ISSUER DETERMINES THAT ANY BENEFICIAL OWNER OR HOLDER OF THIS [NOTE]/[WARRANT] (i) IS A U.S. PERSON, OR (ii) PURCHASED THIS [NOTE]/[WARRANT] IN BREACH OF THE DEEMED OR ACTUAL REPRESENTATIONS GIVEN BY SUCH HOLDER UPON THE PURCHASE OF THIS [NOTE]/[WARRANT], THE ISSUER MAY (a) [REDEEM THIS NOTE AT THE EARLY REDEMPTION AMOUNT]/[CANCEL THIS WARRANT AT THE CANCELLATION AMOUNT] OR (b) REQUIRE THAT SUCH BENEFICIAL OWNER OR HOLDER SELL ALL OF ITS RIGHT, TITLE AND INTEREST IN THIS [NOTE]/[WARRANT] TO A PERSON WHO IS NOT A U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATIONS, WITH SUCH SALE TO BE EFFECTED WITHIN 30 DAYS AFTER NOTICE OF SUCH SALE REQUIREMENT IS GIVEN. IF SUCH SALE IS NOT EFFECTED WITHIN SUCH 30 DAYS, UPON WRITTEN DIRECTION FROM THE ISSUER, THE TRUSTEE WILL BE AUTHORISED TO CONDUCT A COMMERCIALY REASONABLE SALE OF SUCH [NOTES]/[WARRANTS] TO A PERSON WHO NOT A U.S. PERSON IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATIONS, AND, PENDING TRANSFER, NO FURTHER PAYMENTS WILL BE MADE IN RESPECT OF SUCH [NOTES]/[WARRANTS] OR ANY BENEFICIAL INTEREST THEREIN.

EACH PERSON WHO PURCHASES OR OTHERWISE ACQUIRES THIS [NOTE]/[WARRANT] (OR A BENEFICIAL INTEREST THEREIN) IN AN “OFFSHORE TRANSACTION” IN RELIANCE ON REGULATION S, BY PURCHASING SUCH INTEREST IS ALSO DEEMED TO REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE FOR THE BENEFIT OF THE ISSUER AND THE TRUSTEE THAT IT, AND EACH PERSON FOR WHICH IT IS ACTING, (I) IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S) AND (II) IS LOCATED OUTSIDE OF THE UNITED STATES.

EACH HOLDER AND BENEFICIAL OWNER OF A [NOTE]/[WARRANT] THAT IS NOT A “UNITED STATES PERSON” (AS DEFINED IN SECTION 7701(a)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING SUCH [NOTE]/[WARRANT] OR AN INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT EITHER (I) IT IS NOT A BANK EXTENDING CREDIT PURSUANT TO A LOAN AGREEMENT ENTERED INTO IN THE ORDINARY COURSE OF ITS TRADE OR BUSINESS (WITHIN THE MEANING OF SECTION 881(c)(3)(A) OF THE CODE), OR (II) IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE UNITED STATES THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE UNITED STATES, AND (III) IT IS NOT PURCHASING THE [NOTE]/[WARRANT] IN ORDER TO REDUCE ITS U.S. FEDERAL INCOME TAX LIABILITY OR PURSUANT TO A TAX AVOIDANCE PLAN WITH RESPECT TO U.S. FEDERAL INCOME TAXES.

THE FAILURE TO PROVIDE THE ISSUER, THE TRUSTEE AND ANY PAYING AGENT WITH THE APPLICABLE U.S. FEDERAL INCOME TAX CERTIFICATIONS (GENERALLY, A U.S. INTERNAL REVENUE SERVICE FORM W-9 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS A “UNITED STATES PERSON” WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR AN APPLICABLE U.S. INTERNAL REVENUE SERVICE FORM W-8 (OR SUCCESSOR APPLICABLE FORM) IN THE CASE OF A PERSON THAT IS NOT A “UNITED STATES PERSON” WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE) MAY

RESULT IN U.S. FEDERAL BACK-UP WITHHOLDING FROM PAYMENTS TO THE HOLDER IN RESPECT OF THIS [NOTE]/[WARRANT].

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 SECTION 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

- (e) The purchaser acknowledges that the Issuer, the Arranger, the Trustee, the Registrar, the Paying Agents, the Dealers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements, and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by it by its purchase of Securities are no longer accurate, it shall promptly notify the Issuer and the initial purchaser. If it is acquiring the Securities as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each account.
- (f) The purchaser understands that the Issuer may receive a list of participant holding positions in its Securities from one or more book-entry depositories.
- (g) The purchaser acknowledges that (a) it is not entitled to rely on the Arranger, the Dealers or any of their affiliates or any person acting on their behalf for any purpose, including without limitation the provision of legal, financial, economic or investment advice, or the performance of any verification or due diligence investigation, with respect to the its purchase of the Securities, and none of such persons has made any representation to the purchaser, express or implied, with respect thereto; (b) except for the Offering Circular and Offering Circular Supplement, the purchaser has not been furnished with any information concerning the Securities or the Issuer by the Issuer, the Arranger, the Dealers or any person acting on their behalf in connection with its decision to purchase the Securities; (c) the purchaser has conducted its own investigation with respect to the Securities and the Issuer and has relied on that investigation in making its decision to purchase the Securities; and (d) the purchaser has received all information that it believes is necessary or appropriate in connection with its decision to purchase the Securities.

#### 4. EUROPEAN ECONOMIC AREA

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, and each further Dealer appointed under the Programme will be required to represent and agree 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 Securities which are the subject of the offering contemplated by this Offering Circular as completed by the Offering Circular Supplement 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 Securities to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) 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

- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to 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 the preceding paragraphs, the expression “**an offer of Securities to the public**” in relation to any Securities 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 Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities, 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 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/EU.

## 5. UNITED KINGDOM

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

### 5.1 General compliance

It has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) with respect to anything done by it in relation to such Securities in, from or otherwise involving the United Kingdom.

### 5.2 Investment advertisement

It has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to any Issuer.

## 6. THE REPUBLIC OF FRANCE

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and will not offer or sell, directly or indirectly, Securities to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Offering Circular, the relevant Offering Circular Supplement or any other offering material relating to the Securities, and that such offers, sales and distributions have been and shall only be made in France only to (a) providers of 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*) acting for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

## 7. JERSEY

### 7.1 Public Issuer

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree with respect to Securities issued by an Issuer registered in Jersey as a public company for the purposes of the Companies (Jersey) Law 1991, as amended (each, a “**Public Issuer**”) that no prospectus, explanatory memorandum or other invitation offering the Securities for subscription, sale or exchange (other than a prospectus, as defined in the Companies (Jersey) Law 1991, as amended, in respect of which a registrar’s consent (the “**Registrar’s Consent**”) has been granted pursuant to the Companies (General Provisions) (Jersey) Order, 2002) at any time has been or will be issued by it on behalf of any Public Issuer to any person other than a financial institution, dealer, market maker, commercial paper issuer, conduit vehicle or sophisticated investor (as defined in any Condition (A) Waiver issued to any Public Issuer by the Jersey Financial Services Commission pursuant to the Control of Borrowing (Jersey) Order 1958, as amended).

### 7.2 Private Issuer

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree with respect to Securities issued by an Issuer registered in Jersey as a private company for the purposes of the Companies (Jersey) Law 1991, as amended (each, a “**Private Issuer**”) that no prospectus, explanatory memorandum or other invitation offering the Securities for subscription, sale or exchange at any time has been or will be issued by it on behalf of the any Private Issuer to any person other than a financial institution, dealer, market maker, commercial paper issuer, conduit vehicle or sophisticated investor (as defined in any Condition (A) Waiver issued to any Private Issuer by the Jersey Financial Services Commission pursuant to the Control of Borrowing (Jersey) Order 1958, as amended); and (iii) it will not make any offering of the Securities at any time in circumstances which could constitute the circulation of a prospectus within the meaning of the Companies (Jersey) Law 1991, as amended, by any Private Issuer.

## 8. IRELAND

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Securities, or do anything in Ireland in respect of the Securities, otherwise than in conformity with the provisions of:

- (i) the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any rules issued by the Central Bank of Ireland under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland (as amended) (the “**2005 Act**”);
- (ii) the Irish Companies Acts 1963 to 2012;
- (iii) the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) of Ireland and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland; and
- (iv) the Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued by the Central Bank of Ireland under Section 34 of 2005 Act.

## 9. SWITZERLAND

Each Dealer agrees, and each further Dealer appointed under the Programme will be required to agree that, it will comply with any laws, regulations or guidelines applicable in Switzerland (as amended from time to time) in relation to the offer, sale, delivery or transfer of or the distribution of any offering material in Switzerland in respect of the Securities.

## 10. UNITED ARAB EMIRATES (EXCLUDING THE DUBAI INTERNATIONAL FINANCIAL CENTRE)

Each Dealer acknowledges, and each further Dealer appointed under the Programme will be required to acknowledge that, the information contained in this Offering Circular does not constitute a public offer of securities in the UAE in accordance with the Commercial Companies Law (Federal Law 8 of 1984 (as amended)) or otherwise and is not intended to be a public offer and the information contained in this Offering Circular is not intended to lead to the conclusion of any contract of whatsoever nature within the territory of the UAE.

## 11. DUBAI INTERNATIONAL FINANCIAL CENTRE

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Securities to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

- (a) an “Exempt Offer” in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the “**DFSA**”); and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.2 of the DFSA Conduct of Business Module.

## 12. KINGDOM OF SAUDI ARABIA

Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a “**Saudi Investor**”) who acquires Securities pursuant to an offering should note that the offer of Securities is a private placement under Article 10 and/or Article 11 of the “**Offer of Securities Regulations**” as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August 2008 (the “**KSA Regulations**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offer of the Securities will not be directed at more than 60 Saudi Investors (excluding “**Sophisticated Investors**” (as defined in Article 10 of the KSA Regulations)) and the minimum amount payable per Saudi Investor (excluding Sophisticated Investor) will be not less than SAR 1 million or an equivalent amount.

The offer of Securities shall not therefore constitute a “public offer” pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 17 of the KSA Regulations. Any Saudi Investor who has acquired Securities pursuant to a private placement may not offer or sell those Securities to any person unless the offer or sale is made through an authorised person appropriately licensed by the Saudi Arabian Capital Market Authority and: (a) the Securities are offered or sold to a Sophisticated Investor; (b) the price to be paid for the Securities in any one transaction is equal to or exceeds SAR 1 million or an equivalent amount; or (c) the offer or sale is otherwise in compliance with Article 17 of the KSA Regulations.

For the purposes of the above, “**SAR**” means the Saudi riyal.

**13. KINGDOM OF BAHRAIN**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, and will not offer any Securities to the Public (as defined in Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006) of the Kingdom of Bahrain) in the Kingdom of Bahrain.

**14. STATE OF QATAR**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered and will not offer, sell or deliver, directly or indirectly, any Securities in Qatar, except: (a) in compliance with all applicable laws and regulations of Qatar and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign securities in Qatar. To the extent required, it is the Dealer's responsibility to ensure that they, or their agent(s), are duly approved or licensed by or registered with the Qatar Central Bank, the Qatar Financial Markets Authority, the Qatar Financial Centre Regulatory Authority or any other applicable licensing authorities or governmental agencies as required in the State of Qatar.

**15. KUWAIT**

This Offering Circular is not for general circulation to the public in Kuwait. The Securities have not been licensed for offering in Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti agency. The offering of the Securities in Kuwait on the basis of a private placement or public offering is, therefore, restricted in accordance with Decree Law No. 31 of 1990 and the implementing regulations thereto (as amended) and Law No. 7 of 2010 and the bylaws thereto (as amended). Therefore, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that: (a) no private or public offering of Securities is being made in Kuwait, (b) no agreement relating to the sale of the Securities will be concluded in Kuwait and (c) no marketing or solicitation or inducement activities are being used to offer or market the Securities in Kuwait.

**FORM OF NOTES [OFFERING CIRCULAR SUPPLEMENT]/[SUPPLEMENTAL LISTING PARTICULARS]**

*Set out below is the form of [Offering Circular Supplement]/[Supplemental Listing Particulars] which will be completed for each Tranche of Notes issued under the Programme*

**[OFFERING CIRCULAR SUPPLEMENT]/[SUPPLEMENTAL LISTING PARTICULARS]**

**[CLARIS LIMITED] [CLARIS 2 LIMITED] [CLARIS III LIMITED] [CLARIS IV LIMITED]  
[IRIS SPV PLC] [IRIS II SPV LIMITED] [SPECIFIED ISSUER]**

**Series [●]**

**[Currency and amount] [Description of the Notes]**

**issued pursuant to the**

**EUR 20,000,000,000**

**Secured Transaction Programme**

**Issue Price: [●] per cent.**

**[Publicity Name(s) of Dealer(s)]**

The date of [this Offering Circular Supplement]/[these Supplemental Listing Particulars] is [●].

[This Offering Circular Supplement]/[These Supplemental Listing Particulars] under which the Notes described herein (the “Notes”) are issued constitute listing particulars (“**Listing Particulars**”) for the purposes of the application for the Notes to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange and should be read in conjunction with and, incorporates by reference the contents of, the Offering Circular dated 26 June 2013 (the “**Offering Circular**”) issued in relation to the EUR 20,000,000,000 Secured Transaction Programme of Claris Limited, Claris 2 Limited, Claris III Limited, Claris IV Limited, Iris SPV plc and Iris II SPV Limited. To the extent that the Offering Circular is inconsistent with these Supplemental Listing Particulars, these Supplemental Listing Particulars shall prevail. Terms defined in the Offering Circular shall, unless the context otherwise requires, bear the same meanings in these Supplemental Listing Particulars.

[This Offering Circular Supplement is]/[These Supplemental Listing Particulars are] not a prospectus prepared in compliance with the Prospectus Directive and has not been approved by a competent authority for the purposes of the Prospectus Directive (where “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant Member State of the European Economic Area which has implemented the Prospectus Directive) and “**PD Amending Directive**” means Directive 2010/73/EU).

[This Offering Circular Supplement does]/ [These Supplemental Listing Particulars do] not constitute, and may not be used for the purposes of, an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of the Notes.

Application has been made to the Irish Stock Exchange for the approval of this document as Listing Particulars. Application has been made for the Notes to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC (the “**Markets in Financial Instruments Directive**”).

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List or trading on the Global Exchange Market of the Irish Stock Exchange.] \*

[Except as disclosed in this document, there/There] has been no significant change in the financial or trading position of the Issuer and no material adverse change in the financial position or prospects of the Issuer, in each case, since [the date of its incorporation on [●]/date of last published accounts].\*\*

[[These statements have been filed with the Irish Stock Exchange and are incorporated by reference herein. Copies of these statements will be available for inspection in physical and electronic format during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer for so long as the Notes are outstanding. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had since its incorporation on [●] a significant effect on its financial position or its profitability.]

[[Subject as set out below, the] [The] Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

The information contained herein relating to the issuer of the Collateral Securities and each other Obligor (as defined in the Conditions) has been accurately extracted from publicly available information the sources of which, as the case may be, are stated herein. The Issuer accepts responsibility for the accuracy of such extraction but accepts no further or other responsibility in respect of such information. So far as the Issuer is aware and/or able to ascertain from such publicly available information, no facts have been omitted which could render the reproduced information

misleading. The Issuer has not been responsible for, nor has it undertaken, any investigation or verification of statements, including statements as to foreign law, contained in such information.]\*

[The Notes have not been, and will not be registered under the United Securities Act of 1933, as amended (the “**Securities Act**”) or under the securities laws of any state of the United States of America and will be offered only outside the United States of America in compliance with Regulation S under the Securities Act (“**Regulation S**”).] Interests in the Notes will be subject to certain restrictions on transfer and each purchaser of the Notes in making its purchase is deemed to have made certain acknowledgements, representations and agreements, as set out in [paragraph 43 (*Additional Selling Restrictions*) of the Issue Terms below and in] the Section headed “*Subscription and Sale*” of the Offering Circular.

In [this Offering Circular Supplement/these Supplemental Listing Particulars] unless otherwise specified or the context otherwise requires, references to “euro”, “**EUR**” and “€” are references to the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the treaty on the European Union, references to “£” or “**GBP**” are to the lawful currency of the United Kingdom and references to “U.S.\$”, “**USD**” and “\$” are references to the lawful currency of the United States of America.

The language of [this Offering Circular Supplement/these Supplemental Listing Particulars] is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

[Signed:

By: [●]]

[In connection with this issue, [name of Stabilising Manager] (the “**Stabilising Manager**”) or any person acting for him may over-allot 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 (or persons acting on behalf of the Stabilising Manager) will undertake such stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant issue 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 issue of Notes and 60 days after the allotment of the relevant issue of Notes. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.]\*\*\*

Copies of [this Offering Circular Supplement/these Supplemental Listing Particulars] will be available at the specified office set out below of the Issuer and each of the Paying Agents (as defined herein).

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Notes:

- \* Include if Notes listed on the Global Exchange Market
- \*\* If any such change is disclosed in the Offering Circular Supplement, it will require approval by the Stock Exchange. Consideration should be given as to whether or not such disclosure should be made by means of a supplemental Offering Circular rather than in an Offering Circular Supplement.
- \*\*\* Delete if there is no Stabilising Manager.

*[next page]*

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*[to be inserted]*

*[next page]*

## **RISK FACTORS**

[Insert risk factors that are material to the Notes admitted to trading in order to assess the market risk associated with the Notes]

[next page]

## ISSUE TERMS

*["The provisions of the [Equity ([Share]/[ADR]/[Dividend]/[ETF]/[Index]/[SGI Index] Sub-Annex)]/[Fund]/[Commodities]/[Inflation]/[Foreign Exchange Rate]/[Reference Rate] Technical Annex apply to these Notes and should be read together with [this Offering Circular Supplement/these Supplemental Listing Particulars]. In the event of any inconsistency between the [Equity]/[Fund]/[Commodities]/[Inflation]/[Foreign Exchange Rate]/[Reference Rate] Technical Annex [(including the relevant Sub-Annex)]<sup>4</sup> and [this Offering Circular Supplement/these Supplemental Listing Particulars], [this Offering Circular Supplement/these Supplemental Listing Particulars] shall prevail." ]<sup>2</sup>*

The terms of the Notes and additional provisions relating to their issue are as follows:

1. Issuer: [Claris Limited] [Claris 2 Limited] [Claris III Limited] [Claris IV Limited] [Iris SPV plc] [Iris II SPV Limited] [Other Specified Issuer]
2. (i) Series Number: [●]  
(ii) Tranche Number: [●]  
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount:
  - (i) Series: [●]
  - (ii) Tranche: [●]
5. (i) Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]  
(ii) Net proceeds: [●] (Required only for listed issues)
6. Specified Denominations: [●]<sup>3</sup>  
[[●] (the “**Minimum Specified Denomination**”) and integral multiples of [●] in excess thereof up to and including [insert maximum denomination]. No Notes in definitive form will be issued with a denomination above [insert maximum

<sup>4</sup> Delete if the Equity Technical Annex does not apply.

<sup>2</sup> Delete if none of the Equity Technical Annex, the Fund Technical Annex, the Commodities Technical Annex, the Inflation Technical Annex, the Foreign Exchange Rate Technical Annex or the Reference Rate Technical Annex is applicable to the Notes.

<sup>3</sup> 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 of the FSMA having a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other currencies).

denomination].

So long as the Notes are represented by a temporary Global Note or permanent Global Note and the relevant clearing system(s) so permit, the Notes will be tradeable only in the Minimum Specified Denomination and higher integral multiples of [●], notwithstanding that no definitive notes will be issued with a denomination above [insert maximum denomination].]

7. (i) Issue Date: [●]  
[(ii) Interest Commencement Date (if [●])  
different from the Issue Date):
8. Maturity Date: [*specify date or (for Floating Rate Notes only)  
Interest Payment Date falling in the relevant  
month and year*]
9. Type of Structured Notes [Equity Linked Notes  
([Share]/[ADR]/[Dividend]/[ETF]/[Index]/[SG  
I Index] Sub- Annex) / [Fund Linked Notes]/  
[Commodity Linked Notes] / [Inflation Linked  
Notes] / [Foreign Exchange Rate Linked  
Notes] / [Reference Rate Linked Notes] /  
[Index Linked Notes] / [other] (*specify*)  
  
[The provisions of the following Technical  
Annex shall apply: [Equity  
([Share]/[ADR]/[Dividend]/[ETF]/[Index]/[SG  
I Index] Sub- Annex) / [Fund] /  
[Commodities] / [Inflation] / [Foreign  
Exchange Rate] / [Reference Rate] Technical  
Annex]
10. Interest : [Not Applicable]/[Applicable: See section  
"PROVISIONS RELATING TO INTEREST  
(IF ANY) APPLICABLE" below]
11. Redemption/Payment Basis: [Redemption at par]  
  
[Partly Paid]  
  
[Instalment]  
  
[See section "PROVISIONS RELATING TO  
REDEMPTION" below]
12. [Put/Call Options: [Put]  
  
[Call]  
  
[(further particulars specified below)]]
13. Status of the Notes: Secured and limited recourse obligations
14. (i) Listing: [Global Exchange Market of the Irish Stock

- Exchange/Other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [●] with effect from [●].] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading*).
- (iii) Estimate of total expenses related to admission to trading: [●]
15. Method of distribution: [Syndicated/Non-syndicated]
16. Rating: [Yes/No]
- [The Notes to be issued have been rated:
- [S&P: [ ]]
- [Moody's: [ ]]
- [Fitch: [ ]]
- [[Other]: [ ]]
- [and endorsed by *[insert details]*][*Insert this wording where one or more credit ratings has been endorsed by an EU registered credit rating agency for the purposes of Article 4(3) of the CRA Regulation*]
- (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, the rating.)*
- (Insert one or more of the following options, as applicable:)*
- [[*Insert credit rating agency/ies*] [is]/[are] established in the European Union and [has]/[have each] applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011, although the result of such application has not yet been determined.]
- [[*Insert credit rating agency/ies*] [is]/[are] established in the European Union and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011.]
- [[*Insert credit rating agency/ies*] [is]/[are] not established in the European Union and [has]/[have] not applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011.]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]]

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

### 17. Fixed Rate Note Provisions

[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph 17)

- (i) Rate [(s)] of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount [(s)]: [●] per cent. [●] in nominal amount
- (iv) Broken Amount: [Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount [(s)] and the Interest Payment Date(s) to which they relate]
- (v) Day Count Fraction (Condition 6(a) (Definitions)): [●]  
  
(Day count fraction should be Actual/Actual-ISMA for all fixed rate issues other than those denominated in U.S. dollars, unless the client requests otherwise)
- (vi) Business Day Convention:
  - Adjusted: [Applicable / Not Applicable]
  - Non-Adjusted: [Applicable / Not Applicable]
- (vii) Determination Date(s) (Condition 6(a) (Definitions)): [Insert day(s) and month(s) on which interest is normally paid (if one, then insert such dates in the alternative in each year) - Only to be completed for an issue where Day Count Fraction is Actual/Actual - ISMA]
- (viii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]

### 18. Floating Rate Provisions

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph 18. Also consider whether EURO BBA LIBOR or EURIBOR is the appropriate reference rate for Notes denominated in euro)

- (i) Specified Period(s)/Specified Interest Payment Dates: [●]

- (ii) Business Day Convention: [Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/ Other (*give details*)]
- (iii) Additional Business Centre(s) (Condition 27(a) (*Definitions*)): [●]
- (iv) Manner in which the Rate(s) of Interest is/ are to be determined: [Screen Rate Determination/ ISDA Determination/other (*give details*)]
- (v) Interest Period Date(s): [Not Applicable/*specify dates*]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [●]
- (vii) Screen Rate Determination (Condition 6(c)(iii)(B) (*Screen Rate Determination for Floating Rate Notes*)):
- Relevant Time: [●]
  - Interest Determination Date: [[●] [TARGET] Business Days in [*specify city*] for [*specify currency*] prior to [*the first day in each Interest Accrual Period/each Interest Payment Date*]]
  - Primary Source for Floating Rate: [*Specify relevant screen page or "Reference Banks"*]
  - Reference Banks (if Primary Source is "Reference Banks"): [Condition 6(k) (*Calculation Agent and Reference Banks*) applies / *Specify four*]
  - Relevant Financial Centre: [*The financial centre most closely connected to the Benchmark - specify if not London*]
  - Benchmark: [*LIBOR, LIBID, LIMEAN, EURIBOR 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*]
- (viii) ISDA Determination (Condition 6(c)(iii)(A) (*ISDA Determination for Floating Rate Notes*)):

- Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]
  - ISDA Definitions: (if different from those set out in the Conditions) [●]
- (ix) Margin(s): [ +/- ] [●] per cent. per annum
- (x) Minimum Rate of Interest: [●] per cent. per annum
- (xi) Maximum Rate of Interest: [●] per cent. per annum
- (xii) Day Count Fraction (Condition 6(a) *Definitions*): [●]
- (xiii) Rate Multiplier: [●]
- (xiv) Fall back 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: [●]
19. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph 19)*
- (i) Amortisation Yield (Condition 7(b) *Early Redemption*): [●] per cent. per annum
- (ii) Day Count Fraction (Condition 6(a) *Definitions*): [●]
- (iii) Any other formula/basis of determining amount payable: [●]
20. **Structured Note Interest Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Formula: [Give or annex details]
- (ii) Calculation Agent responsible for calculating the interest due: [●]
- (iii) Provisions for determining Structured Interest Amount where calculation by reference to Formula is impossible or impracticable: [●] *(Need to include a description of market disruption or settlement disruption events and adjustment provisions.)*
- (iv) Specified Period(s)/Specified Interest Payment Dates: [●]

- (v) Business Day Convention: [Following Business Day Convention/  
Modified Following Business Day  
Convention/Preceding Business Day  
Convention/ other (*give details*)]
- (vi) Additional Business Centre(s) [●]  
(Condition 27(a) (*Definitions*)):
- (vii) Day Count Fraction (Condition [●]): [●]
- (viii) Other terms [*Please specify*]

**21. Dual Currency Note Provisions**

[Applicable/Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph 21)*

- (i) Rate of Exchange/Method of calculating Rate of Exchange: [Give or annex details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [●]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●] (*Need to include a description of market disruption or settlement disruption events and adjustment provisions.*)
- (iv) Person at whose option Specified Currency(ies) is/are payable: [●]
- (v) Day Count Fraction (Condition 6(a) (*Definitions*)): [●]

**PROVISIONS RELATING TO THE TRANSACTION SECURITY**

**22. Mortgaged Property**

- (i) Collateral Securities [*Give brief description of assets being secured: (N.B. If Notes are to be listed and the Collateral Securities are also listed, state type, pool size, legal jurisdiction, amount of Collateral Securities, method and date of origination and of acquisition by Issuer, name and address of originator, country of incorporation, nature of business, exchange on which Collateral Securities are listed, maturity, any guarantor).*]  
  
*(N.B. If Notes are to be listed and the Collateral Securities are not listed or guaranteed by a listed entity, attach full terms and conditions of Collateral Securities to Offering Circular Supplement; additional information may also be required and the stock exchange should be consulted at an early*

*stage.])*

- (ii) Collateral Security (order of priorities): The Trustee shall apply all moneys received by it under the Trust Deed in connection with the realisation or enforcement of the Transaction Security constituted by the Trust Deed in the following order of priorities:
- [Beneficiary Claim/Counterparty Claim/Custodian Claim/Issuing and Paying Agent Claim/Holder Claim/Swap Counterparty Claim/Pari Passu Ranking/Other]
- (iii) Contract (if applicable): *[Give date, termination date and nature of agreement and any other relevant details]*
- (iv) Beneficiary (ies): *[Give name and address(es) of institutions]*
- (v) Collateral Securities Agreement: *[Give date, termination date and nature of agreement and any other relevant details]*
- (vi) Counterparties: *[Give name and address of institution]*
- (vii) Deposit Agreement: *[Give date and nature of agreement and any other relevant details]*
- (viii) Deposit Bank(s): *[Give name and address of institution(s)]*
- (ix) Other Agreement: *[Give date and nature of agreement and any other relevant details]*
- (x) Other Party(ies): *[Give name and address of institution(s)]*
- (xi) Other Security Agreement *[Give details of security document other than the Trust Deed]*
- (xii) Swap (if applicable): [Under an ISDA Master Agreement dated [●] and a confirmation thereto with an effective date of the Issue Date including any applicable guarantee, made between the Issuer and the Swap Counterparty, the Issuer will pay to the Swap Counterparty [[an amount equal to the net subscription moneys for the Notes payable to the Issuer] and sums equal to [interest and principal payable] in respect of the Collateral Securities and the Swap Counterparty will pay to the Issuer [an amount equal to the net sum payable by the Issuer for the purchase of the Collateral Securities and sums equal to the interest payable to the Noteholders under the Notes and the Final Redemption Amount ] [set out other/additional payment provisions]. Except as stated below, the Swap will terminate on the Maturity Date.]

[The Swap may be terminated early, (either in whole or, in certain circumstances, in part only) among other circumstances:

- (i) on the due date for payment of the Notes if at any time any of the Notes becomes repayable in accordance with the Conditions prior to the Maturity Date/on the date on which a date is set for redemption of the Notes if a date is set for redemption in accordance with the Conditions prior to the Maturity Date;
- (ii) at the option of one party, if there is a failure by the other party to pay any amounts due under the Swap;
- (iii) if (subject as provided in the Swap) withholding taxes are imposed on payments made by the Issuer or the Swap Counterparty under the Swap or it becomes illegal for either party to perform its obligations under the Swap (see “*Transfer to avoid Termination Event*” below);
- (iv) upon the occurrence of certain other events with respect to either party to the Swap, including insolvency.

#### **Consequences of Early Termination**

Upon any such early termination of the Swap, the Issuer or the Swap Counterparty may (subject as set out below and provided, in the case of certain tax events, that the Issuer may first be obliged to use all reasonable endeavours to transfer its obligations) be liable to make a termination payment to the other (regardless, if applicable, of which of such parties may have caused such termination). In circumstances where some or all of the Notes are required by a Noteholder to be redeemed by the Issuer pursuant to Condition 7(f) (*Redemption at the option of Noteholders and Exercise of Noteholders’ Option*), no termination payment will be due by either party to the other in respect of the termination, in whole or in part, as the case may be, of the Swap.

Such termination payment will [(other than [*describe any circumstances where termination payments not calculated in accordance with ISDA or where a termination payment is not payable (e.g. in the case of*

*Notes, on exercise of the put option pursuant to Condition 7(f) (Redemption at the option of Noteholders and Exercise of Noteholders' Option) as to which, see wording in square brackets at end of previous paragraph))]* be based on the replacement cost or gain for a swap transaction that would have the effect of preserving for the party making the determination the economic equivalent of the Swap. In all cases of early termination occurring other than by reason of a default by the Swap Counterparty (in which case the determination will be made by the Issuer) or illegality (in which case the party which is not the Affected Party (as defined in the Swap) will make the determination (or, if there are two Affected Parties, each party will make a determination which will be averaged)), the termination payment will be determined by the Swap Counterparty on the basis of quotations received from at least three market-makers (failing which, by the Swap Counterparty or the Issuer, as aforesaid, based upon Loss (as defined in the Swap)).

Regardless of which party makes the determination of the termination payment (if any), there is no assurance that the proceeds from the sale of the Collateral Securities plus or minus, as the case may be, such termination payment will be sufficient to repay the principal amount due to be paid in respect of the Notes and any other amounts in respect thereof that are due.]

*[Insert summary of further termination provisions]*

- |  |  |
|--|--|
| (xiii) Swap Counterparty(ies):                           | <i>[Give name(s) and address(es) of institutions]</i>                                  |
| (xiv) Swap Guarantor (if applicable):                    | <i>[Give name and address of institution]</i>  |
| (xv) Details of Credit Support Document (if applicable): | <i>[Give details and/or date and nature of agreement and any other relevant items]</i> |
| (xvi) Credit Support Provider:                           | <i>[Give name(s) and address(es) of institutions]</i>                                  |
| <b>23. Realisation of Transaction Security:</b>          | [Holder Request/Extraordinary Resolution Direction/Creditor Direction]                 |

**PROVISIONS RELATING TO REDEMPTION**

- |   |  |
|---|--|
| <b>24. Redemption at the Option of the Issuer</b> | [Applicable/Not Applicable]  |
|   | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph 24)</i> |

- (i) Optional Redemption Date(s): [●]
  - (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●]
  - (iii) If redeemable in part:
    - (a) Minimum nominal amount to be redeemed: [●]
    - (b) Maximum nominal amount to be redeemed: [●]
  - (iv) Option Exercise Date(s): [●]
  - (v) Description of any other Issuer's option: [●]
  - (vi) Notice period (if other than as set out in the Conditions): [●]
25. **Redemption at the Option of the Holder`** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph 25)*
- (i) Optional Redemption Date(s): [●]
  - (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s); [●]
  - (iii) Option Exercise Date(s): [●]
  - (iv) Description of any other Noteholders' option: [●]
  - (v) Notice period (if other than as set out in the Conditions): [●]
26. **Exchangeable Notes:** [Yes/No] *(See Condition 7(i) (Exchange of Notes) )*
27. **Exchange Event:** [●]
28. **Repayable Assets:** [All Collateral Securities/Defaulting and/or repayable Collateral Securities only]
29. **Final Redemption Amount:** [Unless previously redeemed, the Issuer shall redeem the Notes on the Maturity Date, in accordance with the following provisions in respect of each Note:]  
 [Nominal amount]/[Insert formula]  
*(N.B. In relation to any issue of Notes which are expressed at paragraph 6 above to have a minimum denomination and tradeable amounts above such minimum denomination which are*

*smaller than it the following wording should be added: “For the avoidance of doubt, in the case of a holding of Notes in an integral multiple of [●] in excess of [●] as envisaged in paragraph 6 above, such holding will be redeemed at its nominal amount.”.)*

**30. Early Redemption Amount:**

- (i) Early Redemption Amount(s) payable on mandatory redemption (Condition 7(c) (*Mandatory Redemption*)), redemption of Notes for taxation (Condition 7(d)(ii) (*Withholding and Redemption of Notes for Taxation Reasons*)) or an event of default (Condition 10 (*Event of Default*)) and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●]
- (ii) Unmatured Coupons to become void upon early redemption (Bearer Notes only) (Condition 8(f) (*Unmatured Coupons and Receipts and Unexchanged Talons*)): [Yes/No/Not Applicable]
- (iii) Technical Annex Redemption: [Applicable/Not Applicable]  
(Specify details if different from Conditions)]<sup>7</sup>
- (iv) Collateral Securities Repayment Event: [Applicable/Not Applicable]
- (v) Collateral Securities Default Event: [Applicable/Not Applicable]
- (vi) Agreement Termination Event: [Applicable/Not Applicable]
- (vii) Regulatory Event: [Applicable/Not Applicable]  
(If applicable, please specify:)  
Regulatory Event Counterparty: [Swap Counterparty/other]

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<sup>7</sup> Delete if the Notes are not Equity Linked Notes, Fund Linked Notes or Foreign Exchange Rate Linked Notes].

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

31. **Form of Notes:** [Exchangeable Bearer Notes/Registered Notes]  
[Delete as appropriate]
- (i) [Temporary or permanent Global Bearer Note/Registered Note: [permanent Global Bearer Note/ Registered Note exchangeable for Definitive Notes/ Registered Notes in the limited circumstances specified in the permanent Global Bearer Note/ Registered Note]  
[temporary Global Bearer Note/ Registered Note exchangeable for a permanent Global Bearer Note/ Registered Note which is exchangeable for Definitive Notes/ Registered Notes in the limited circumstances specified in the permanent Global Bearer Note/Registered Note]  
[temporary Global Bearer Note/ Registered Note exchangeable for Definitive Notes/Registered Notes on [●] days' notice]  
[insert alternative provisions]
- (ii) Global Registered Note: [Global Registered Note (€[●] nominal amount) registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]
- (iii) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]
- (iv) New Global Note: [Yes/No/Not Applicable]  
[Only Iris SPV plc and Iris II SPV Limited may issue a New Global Note]
- (v) NSS Global Registered Note: [Yes/No/Not Applicable]  
[Only Iris SPV plc and Iris II SPV Limited may issue a NSS Global Registered Note]
- (vi) Intended to be held in a manner which would allow Eurosystem eligibility: [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 does not necessarily means 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 time during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility

criteria.][include this text if “yes” selected in which case the Notes must be issued in NGN form or in NSSGRN form]]

32. Additional Financial Centre(s) (Condition 27(a) (Definitions)) or other special provisions relating to payment dates: [Not Applicable/Give details. Note that this item relates to the place of payment, and not interest period end dates, to which item 18(iii) relates]
33. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
34. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details]
35. **Details relating to Instalment Notes:** [Not Applicable/give details]
- (i) Instalment Amount(s): [●]
- (ii) Instalment Date(s): [●]
- (iii) Minimum Instalment Amount: [●]
- (iv) Maximum Instalment Amount: [●]
36. **Redenomination, renominalisation and reconventioning provisions:** [Not Applicable/The provisions annexed to this Offering Circular Supplement apply]
37. **Consolidation provisions:** [Not Applicable/The provisions [in Condition [●]] [annexed to this Offering Circular Supplement] apply]
38. **Regulatory Out provision:** [Applicable/Not Applicable]
- [Regulatory Change. Either (i) the adoption of or change in any applicable law or regulation, or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation, that has the effect of causing the Issuer to incur a materially increased cost in entering into, maintaining, or hedging any issuance of Notes hereunder or that makes it impossible or impracticable to do any of the aforementioned; provided that, on the occurrence of any such event described in clause (i) or (ii) that has such effect, (a) [at such time as it becomes aware of such occurrence, the Issuer shall notify the relevant parties of the occurrence of such event,] (b) the Issuer and the Arranger shall propose such amendments to the [Offering Circular

*Supplement, Supplemental Trust Deed, Swap and any related documents]* as may be necessary in order to preserve the economic effects and benefits of such Notes prior to the occurrence of such event and (c) if such amendments are made in accordance with the relevant modification procedures as set out in the Trust Deed within [●] Business Days of the occurrence of such event, such event shall not constitute an Event of Default under the Notes. The parties hereby agree that to the extent any transaction or the agreement constitute one or more “swaps” or “security-based swaps” under the Wall Street Transparency and Accountability Act of 2010 (the “DFA”), the right to designate a default in connection with the occurrence of an event described (i) or (ii) above that arises from or in connection with the enactment of the DFA or any amendment made thereby or any requirement thereunder, the coming into effect of any one or more provisions of the DFA or any requirement thereunder or any rule promulgated thereunder is “specifically reserved” within the meaning of Section 739 of the DFA. For the avoidance of doubt, the parties further agree that Section 739 of the DFA shall not prevent any such default from occurring and shall not prevent or otherwise restrict a party’s right to designate a default in connection therewith in accordance with the terms hereof. This provision is a material and essential element of the agreement and the parties would not have entered into this agreement but for the inclusion and the effectiveness of this provision.]

39. **Other terms or special conditions:**<sup>1</sup>

[Not Applicable/*give details*]

**DISTRIBUTION**

40. (i) If syndicated, names [and addresses] of Managers [and underwriting commitments]:

[Not Applicable/*give names [and addresses and underwriting commitments]*]

*(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.)*

(ii) Stabilising Manager (if any):

[Not Applicable/*give name*]

(iii) Date of Subscription Agreement:

[●]

41. **If non-syndicated, name and address<sup>1</sup> of Dealer:** [Not Applicable/give name [and address]]
42. **Total commission and concession:** [●] per cent. of the Aggregate Nominal Amount
43. **Additional selling restrictions:** [Not Applicable/*give details*]

#### **OPERATIONAL INFORMATION**

44. **ISIN Code:** [●]
45. **Common Code:** [●]
46. **Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):** [Not Applicable/*give name(s) and number(s)*]
47. **Delivery:** Delivery [against/free of] payment
48. **The Agents appointed in respect of the Notes are:** [●]
49. **Arranger:** Societe Generale

#### **GENERAL**

50. [The aggregate nominal amount of Notes issued has been translated into euro at the rate of [ ], producing a sum of (for Notes not denominated in euro): [Not Applicable/[euro] [●]]]

1. If full terms and conditions are to be used, please add the following here:

“The full text of the Conditions which apply to the Notes [and which will be endorsed on the Notes in definitive form] are set out in [the Annex hereto], which Conditions replace in their entirety those appearing in the Offering Circular for the purposes of these Notes and such Conditions will prevail over any other provision to the contrary.”

2. The first set of bracketed words is to be deleted where there is a permanent Global Note instead of Notes in definitive form. The full Conditions should be attached to and form part of the Offering Circular Supplement.

If any change is disclosed in the Offering Circular Supplement, it will require approval by the relevant Stock Exchange. Consideration should be given as to whether or not such disclosure should be made by means of a supplemental Offering Circular rather than in an Offering Circular Supplement.

**FORM OF WARRANTS [OFFERING CIRCULAR SUPPLEMENT]/[SUPPLEMENTAL LISTING PARTICULARS]**

*Set out below is the form of [Offering Circular Supplement]/[Supplemental Listing Particulars] which will be completed for each Tranche of Warrants issued under the Programme*

**[OFFERING CIRCULAR SUPPLEMENT]/[SUPPLEMENTAL LISTING PARTICULARS]  
[CLARIS LIMITED] [CLARIS 2 LIMITED] [CLARIS III LIMITED] [CLARIS IV LIMITED]  
[IRIS SPV PLC] [IRIS II SPV LIMITED] [SPECIFIED ISSUER]**

**Series [●]  
[Number of Warrants] [Description of the Warrants]**

**issued pursuant to the  
EUR 20,000,000,000  
Secured Transaction Programme**

**Issue Price: [●] per Warrant**

**[Publicity Name(s) of Dealer(s)]**

The date of [this Offering Circular Supplement]/[these Supplemental Listing Particulars] is [●].

[This Offering Circular Supplement is]/[These Supplemental Listing Particulars] under which the Warrants described herein (the “**Warrants**”) are issued constitute listing particulars (“**Listing Particulars**”) for the purposes of the application for the Warrants to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange and should be read in conjunction with and, incorporates by reference the contents of, the Offering Circular dated 26 June 2013 (the “**Offering Circular**”) issued in relation to the EUR 20,000,000,000 Secured Transaction Programme of Claris Limited, Claris 2 Limited, Claris III Limited, Claris IV Limited, Iris SPV plc and Iris II SPV Limited. To the extent that the Offering Circular is inconsistent with these Supplemental Listing Particulars, these Supplemental Listing Particulars shall prevail. Terms defined in the Offering Circular shall, unless the context otherwise requires, bear the same meanings in these Supplemental Listing Particulars.

[This Offering Circular Supplement is]/[These Supplemental Listing Particulars are] not a prospectus prepared in compliance with the Prospectus Directive and has not been approved by a competent authority for the purposes of the Prospectus Directive (where “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant Member State of the European Economic Area which has implemented the Prospectus Directive) and “**PD Amending Directive**” means Directive 2010/73/EU).

[This Offering Circular Supplement is]/[These Supplemental Listing Particulars] do not constitute, and may not be used for the purposes of, an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any of the Warrants.

Application has been made to the Irish Stock Exchange for the approval of this document as Listing Particulars. Application has been made for the Warrants to be admitted to trading on the Global Exchange Market of the Irish Stock Exchange. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC (the “**Markets in Financial Instruments Directive**”).

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Warrants and is not itself seeking admission of the Warrants to the Official List or trading on the Global Exchange Market of the Irish Stock Exchange.] \*

[Except as disclosed in this document, there/There] has been no significant change in the financial or trading position of the Issuer and no material adverse change in the financial position or prospects of the Issuer, in each case, since [the date of its incorporation on [●]/date of last published accounts].\*\*

[[These statements have been filed with the Irish Stock Exchange and are incorporated by reference herein. Copies of these statements will be available for inspection in physical and electronic format during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer for so long as the Warrants are outstanding. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had since its incorporation on [●] a significant effect on its financial position or its profitability.]

[[Subject as set out below, the] [The] Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

The information contained herein relating to the issuer of the Collateral Securities and each other Obligor (as defined in the Conditions) has been accurately extracted from publicly available information the sources of which, as the case may be, are stated herein. The Issuer accepts responsibility for the accuracy of such extraction but accepts no further or other responsibility in respect of such information. So far as the Issuer is aware and/or able to ascertain from such publicly

available information, no facts have been omitted which could render the reproduced information misleading. The Issuer has not been responsible for, nor has it undertaken, any investigation or verification of statements, including statements as to foreign law, contained in such information.]\*

[The Warrants have not been, and will not be registered under the United Securities Act of 1933, as amended (the “**Securities Act**”) or under the securities laws of any state of the United States of America and will be offered only outside the United States of America in compliance with Regulation S under the Securities Act (“**Regulation S**”).] Interests in the Warrants will be subject to certain restrictions on transfer and each purchaser of the Warrants in making its purchase is deemed to have made certain acknowledgements, representations and agreements, as set out [in paragraph 34 (*Additional Selling Restrictions*) of the Issue Terms below and] in the Section headed “*Subscription and Sale*” of the Offering Circular.

In [this Offering Circular Supplement/these Supplemental Listing Particulars] unless otherwise specified or the context otherwise requires, references to “euro”, “**EUR**” and “€” are references to the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the treaty on the European Union, references to “£” or “**GBP**” are to the lawful currency of the United Kingdom and references to “U.S.\$”, “**USD**” and “\$” are references to the lawful currency of the United States of America.

The language of [this Offering Circular Supplement/these Supplemental Listing Particulars] is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

[Signed:

By: [●]]

[In connection with this issue, [name of Stabilising Manager] (the “**Stabilising Manager**”) or any person acting for him may over-allot or effect transactions with a view to supporting the market price of the Warrants at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake such stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant issue of Warrants 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 issue of Warrants and 60 days after the allotment of the relevant issue of Warrants. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.]\*\*\*

Copies of [this Offering Circular Supplement/these Supplemental Listing Particulars] will be available at the specified office set out below of the Issuer and each of the Paying Agents (as defined herein).

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Notes:

- \* Include if Warrants listed on the Global Exchange Market
- \*\* If any such change is disclosed in the Offering Circular Supplement, it will require approval by the Stock Exchange. Consideration should be given as to whether or not such disclosure should be made by means of a supplemental Offering Circular rather than in an Offering Circular Supplement.
- \*\*\* Delete if there is no Stabilising Manager.

*[next page]*

**TABLE OF CONTENTS**

*[to be inserted]*

*[next page]*

## **RISK FACTORS**

[Insert risk factors that are material to the Warrants admitted to trading in order to assess the market risk associated with the Warrants]

[next page]

## ISSUE TERMS

*["The provisions of the [Equity ([Share]/[ADR]/[Dividend]/[ETF]/[Index]/[SGI Index] Sub-Annex)]/[Fund]/[Commodities]/[Inflation]/[Foreign Exchange Rate]/[Reference Rate] Technical Annex apply to these Warrants and should be read together with [this Offering Circular Supplement/these Supplemental Listing Particulars]. In the event of any inconsistency between the [Equity]/[Fund]/[Commodities]/[Inflation]/[Foreign Exchange Rate]/[Reference Rate] Technical Annex [(including the relevant Sub-Annex)]<sup>5</sup> and this [Offering Circular Supplement/these Supplemental Listing Particulars], [this Offering Circular Supplement/these Supplemental Listing Particulars] shall prevail." ]<sup>2</sup>*

The terms of the Warrants and additional provisions relating to their issue are as follows:

1. Issuer: [Claris Limited] [Claris 2 Limited] [Claris III Limited] [Claris IV Limited] [Iris SPV plc] [Iris II SPV Limited] [Other Specified Issuer]
2. (i) Series Number: [●]  
(ii) Tranche Number: [●]  
(If fungible with an existing Series, details of that Series, including the date on which the Warrants become fungible.)
3. Specified Currency or Currencies: [●]
4. Aggregate Number of Warrants:
  - (i) Series: [●]
  - (ii) Tranche: [●]
  - (iii) Units: [Applicable/Not Applicable]  
*[(if applicable, specify the number of Warrants constituting a Unit and any other provisions relating to Units)]*  
*(N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" as set out below)]*
5. (i) Issue Price: [●] per Warrant  
(ii) Net proceeds: [●] *(Required only for listed issues)*
6. Calculation Amount: [●]
7. Issue Date: [●]

<sup>5</sup> Delete if the Equity Technical Annex does not apply.

<sup>2</sup> Delete if none of the Equity Technical Annex, the Fund Technical Annex, the Commodities Technical Annex, the Inflation Technical Annex, the Foreign Exchange Rate Technical Annex or the Reference Rate Technical Annex is applicable to the Warrants.

8. Expiration Date: [●]
9. Settlement Date: [As per the Conditions/specify]
10. [Exercise Period]/[Specified Exercise Dates]: [*specify: (i) for American Style Warrants, the Exercise Period; or (ii) for Bermudan Style Warrants, the Specified Exercise Dates*]/[Not Applicable]
11. Settlement Amount: [*insert formula*]
- [The provisions of the following Technical Annex apply:
- [Equity ([Share] / [ADR] / [Dividend] / [ETF] / [Index] / [SGI Index] Sub- Annex) / [Fund] / [Commodities] / [Inflation] / [Foreign Exchange Rate] / [Reference Rate] Technical Annex]
12. Change of Settlement/Payment Basis: [*Specify details of any provision for convertibility of Warrants into another settlement/payment basis*]
13. Cancellation at the Option of the Issuer: [Applicable/Not Applicable]
- [(further particulars specified below)]
14. Type of Warrants: The Warrants are [American Style/European Style/Bermudan Style Warrants].
- Automatic Exercise [applies/does not apply].
- The Warrants are [Put/Call]/[specify] Warrants.
15. Status of the Warrants: Secured and limited recourse obligations
16. Units: [Applicable/Not Applicable]
- (If applicable specify the number of Warrants that constitute a Unit and any other provisions applicable to Units)*
17. Exchange Rate: [The applicable rate of exchange for conversion of any amount into the relevant settlement currency for the purposes of determining the Settlement Amount is [*insert rate of exchange and details of how and when such rate is to be ascertained*]/Not applicable].
18. (i) Listing: [Global Exchange Market of the Irish Stock Exchange/Other (*specify*)/None]
- (ii) Admission to trading: [Application has been made for the Warrants to be admitted to trading on [●] with effect from [●].] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original Warrants are already admitted to*

trading).

- (iii) Estimate of total expenses related to admission to trading: [●]

19. Method of distribution: [Syndicated/Non-syndicated]

## PROVISIONS RELATING TO THE TRANSACTION SECURITY

### 20. Mortgaged Property

- (i) Collateral Securities *[Give brief description of assets being secured: (N.B. If Warrants are to be listed and the Collateral Securities are also listed, state type, pool size, legal jurisdiction, amount of Collateral Securities, method and date of origination and of acquisition by Issuer, name and address of originator, country of incorporation, nature of business, exchange on which Collateral Securities are listed, maturity, any guarantor).*
- (N.B. If Warrants are to be listed and the Collateral Securities are not listed or guaranteed by a listed entity, attach full terms and conditions of Collateral Securities to Offering Circular Supplement; additional information may also be required and the stock exchange should be consulted at an early stage.)]*
- (ii) Collateral Security (order of priorities): The Trustee shall apply all moneys received by it under the Trust Deed in connection with the realisation or enforcement of the Transaction Security constituted by the Trust Deed in the following order of priorities:
- [Beneficiary Claim/Counterparty  
Claim/Custodian Claim/Warrant Agent  
Claim/Holder Claim/Swap Counterparty  
Claim/Pari Passu Ranking/Other]
- (iii) Contract (if applicable): *[Give date, termination date and nature of agreement and any other relevant details]*
- (iv) Beneficiary (ies): *[Give name and address(es) of institutions]*
- (v) Collateral Securities Agreement: *[Give date, termination date and nature of agreement and any other relevant details]*
- (vi) Counterparties: *[Give name and address of institution]*
- (vii) Deposit Agreement: *[Give date and nature of agreement and any other relevant details]*
- (viii) Deposit Bank(s): *[Give name and address of institution(s)]*

- (ix) Other Agreement: *[Give date and nature of agreement and any other relevant details]*
- (x) Other Party(ies): *[Give name and address of institution(s)]*
- (xi) Other Security Agreement *[Give details of security document other than the Trust Deed]*
- (xii) Swap (if applicable): *[Under an ISDA Master Agreement dated [●] and a confirmation thereto with an effective date of the Issue Date including any applicable guarantee, made between the Issuer and the Swap Counterparty, the Issuer will pay to the Swap Counterparty [an amount equal to the net subscription moneys for the Warrants payable to the Issuer] and sums equal to [interest and principal payable] in respect of the Collateral Securities and the Swap Counterparty will pay to the Issuer [an amount equal to the net sum payable by the Issuer for the purchase of the Collateral Securities and sums equal to [each of] the Settlement Amount[(s)] due in respect of the Warrants] [set out other/additional payment provisions]. Except as stated below, the Swap will terminate on the Expiration Date.]*
- [The Swap may be terminated early, (either in whole or, in certain circumstances, in part only) among other circumstances:*
- (i) *on the due date for payment of the Warrants if at any time any of the Warrants becomes due to be cancelled in accordance with the Conditions prior to the Expiration Date/on the date on which a date is set for cancellation of the Warrants if a date is set for cancellation in accordance with the Conditions prior to the Expiration Date;*
  - (ii) *at the option of one party, if there is a failure by the other party to pay any amounts due under the Swap;*
  - (iii) *if (subject as provided in the Swap) withholding taxes are imposed on payments made by the Issuer or the Swap Counterparty under the Swap or it becomes illegal for either party to perform its obligations under the Swap (see “Transfer to avoid Termination Event” below);*
  - (iv) *upon the occurrence of certain other events with respect to either party to*

the Swap, including insolvency.

### **Consequences of Early Termination**

Upon any such early termination of the Swap, the Issuer or the Swap Counterparty may (subject as set out below and provided, in the case of certain tax events, that the Issuer may first be obliged to use all reasonable endeavours to transfer its obligations) be liable to make a termination payment to the other (regardless, if applicable, of which of such parties may have caused such termination).

Such termination payment will [(other than [*describe any circumstances where termination payments not calculated in accordance with ISDA or where a termination payment is not payable*])] be based on the replacement cost or gain for a swap transaction that would have the effect of preserving for the party making the determination the economic equivalent of the Swap. In all cases of early termination occurring other than by reason of a default by the Swap Counterparty (in which case the determination will be made by the Issuer) or illegality (in which case the party which is not the Affected Party (as defined in the Swap) will make the determination (or, if there are two Affected Parties, each party will make a determination which will be averaged)), the termination payment will be determined by the Swap Counterparty on the basis of quotations received from at least three market-makers (failing which, by the Swap Counterparty or the Issuer, as aforesaid, based upon Loss (as defined in the Swap)).

Regardless of which party makes the determination of the termination payment (if any), there is no assurance that the proceeds from the sale of the Collateral Securities plus or minus, as the case may be, such termination payment will be sufficient to pay any Settlement Amounts due to be paid in respect of the Warrants and any other amounts in respect thereof that are due.]

*[Insert summary of further termination provisions]*

- (xiii) Swap Counterparty(ies): *[Give name(s) and address(es) of institutions]*
- (xiv) Swap Guarantor (if applicable): *[Give name and address of institution]*
- (xv) Details of Credit Support Document *[Give details and/or date and nature of*

- (if applicable): *agreement and any other relevant items]*
- (xvi) Credit Support Provider: *[Give name(s) and address(es) of institutions]*
21. **Realisation of Transaction Security:** [Holder Request/Extraordinary Resolution Direction/Creditor Direction]

## PROVISIONS RELATING TO SETTLEMENT

22. **Issuer Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph [●])*
- (i) Optional Cancellation Date(s): [●]
- (ii) Optional Cancellation Amount(s) and method, if any, of calculation of such amount(s): [●]
- (iii) If cancellable in part:
- (a) Minimum number to be cancelled: [●]
- (b) Maximum number to be cancelled: [●]
- (iv) Option Exercise Date(s): [●]
- (v) Description of any other Issuer's option: [●]
- (vi) Notice period (if other than as set out in the Conditions): [●]
23. **Settlement Amount Formula:** [●]
- (i) Exercise Price: [●]
- (ii) Settlement Price: [●]
- (iii) Averaging Dates: [Not Applicable/specify]
24. **Cancellation Amount:**
- (i) Cancellation Amount(s) payable on mandatory cancellation (Condition 24(b) (*Mandatory Cancellation*)), cancellation of Warrants for taxation (Condition 24(c)(ii) (*Withholding and Cancellation of Warrants for Taxation Reasons*)) or an event of default (Condition 10 (*Events of Default*)) and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●]
- (ii) Technical Annex Cancellation: [Applicable/Not Applicable]

(Specify details if different from Conditions)]

(iii) Collateral Securities Repayment Event: [Applicable/Not Applicable]

(iv) Collateral Securities Default Event: [Applicable/Not Applicable]

(v) Agreement Termination Event: [Applicable/Not Applicable]

(vi) Regulatory Event: [Applicable/Not Applicable]

(If applicable, please specify:)

Regulatory Event Counterparty: [Swap Counterparty/other]

25. **Minimum Exercise Number:** The minimum number of Warrants that may be exercised (including pursuant to the application of automatic exercise) on any day by any Warrantholder is [●] [and Warrants may only be exercised (including pursuant to the application of automatic exercise) in integral multiples of [●] Warrants in excess thereof].

26. **Maximum Exercise Number:** The maximum number of Warrants that may be exercised (excluding following the application of automatic exercise) on any day by any Warrantholder or group of Warrantholders (whether or not acting in concert) is [●]. (N.B. not applicable for European Style Warrants).

#### GENERAL PROVISIONS APPLICABLE TO THE WARRANTS

27. **Form of Warrants:** [Clearing System Warrants/Registered Warrants]

[Delete as appropriate]

(i) [Clearing System Global Warrant (in bearer form) /Registered Warrant: [Clearing System Global Warrant (in bearer form)/ Registered Warrant exchangeable for Definitive Warrants/ Registered Warrants on [●] days' notice/ at any time/ in the limited circumstances specified in the Clearing System Global Warrant/ Registered Warrant]

[insert alternative provisions]

(ii) Global Registered Warrant: [Global Registered Warrant (insert number of Warrants) registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg]]

- (iii) Clearing System Global Warrant (in bearer form) exchangeable for Definitive Registered Warrants at the request of the Warrantholder: [Yes]/[No]
28. Additional Financial Centre(s) (Condition 27(a) (*Definitions*)) or other special provisions relating to payment dates: [Not Applicable/*Give details.*]
29. **Regulatory Out provision:** [Applicable/Not Applicable]
- [Regulatory Change. Either (i) the adoption of or change in any applicable law or regulation, or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation, that has the effect of causing the Issuer to incur a materially increased cost in entering into, maintaining, or hedging any issuance of Warrants hereunder or that makes it impossible or impracticable to do any of the aforementioned; provided that, on the occurrence of any such event described in clause (i) or (ii) that has such effect, (a) *[at such time as it becomes aware of such occurrence, the Issuer shall notify the relevant parties of the occurrence of such event,]* (b) the Issuer and the Arranger shall propose such amendments to the *[Offering Circular Supplement, Supplemental Trust Deed, Swap and any related documents]* as may be necessary in order to preserve the economic effects and benefits of such Warrants prior to the occurrence of such event and (c) if such amendments are made in accordance with the relevant modification procedures as set out in the Trust Deed within [●] Business Days of the occurrence of such event, such event shall not constitute an Event of Default under the Warrants. The parties hereby agree that to the extent any transaction or agreement constitutes one or more “swaps” or “security-based swaps” under the Wall Street Transparency and Accountability Act of 2010 (the “DFA”), the right to designate a default in connection with the occurrence of an event described in (i) or (ii) above that arises from or in connection with the enactment of the DFA or any amendment made thereby or any requirement thereunder, the coming into effect of any one or more provisions of the DFA or any requirement thereunder or any rule promulgated thereunder is “specifically

reserved” within the meaning of Section 739 of the DFA. For the avoidance of doubt, the parties further agree that Section 739 of the DFA shall not prevent any such default from occurring and shall not prevent or otherwise restrict a party’s right to designate a default in connection therewith in accordance with the terms hereof. This provision is a material and essential element of the agreement and the parties would not have entered into this agreement but for the inclusion and the effectiveness of this provision.]

30. **Other terms or special conditions:**<sup>1</sup>

[Not Applicable/*give details*]

#### DISTRIBUTION

31. (i) If syndicated, names [and addresses] of Managers [and underwriting commitments]:

[Not Applicable/*give names [and addresses and underwriting commitments]*]

*(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.)*

(ii) Stabilising Manager (if any):

[Not Applicable/*give name*]

(iii) Date of Subscription Agreement:

[●]

32. **If non-syndicated, name and address of Dealer:**

[Not Applicable/*give name [and address]*]

33. **Total commission and concession:**

[●] per Warrant

34. Additional selling restrictions:

[Not Applicable/*give details*]

#### OPERATIONAL INFORMATION

35. **ISIN Code:**

[●]

36. **Common Code:**

[●]

37. **Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):**

[Not Applicable/*give name(s) and number(s)*]

38. **Delivery:**

Delivery [against/free of] payment

39. **The Agents appointed in respect of the Warrants are:**

[●]

40. **Arranger:**

Societe Generale

1. If full terms and conditions are to be used, please add the following here:

“The full text of the Conditions which apply to the Warrants [and which will be endorsed on the Warrants in definitive form] are set out in [the Annex hereto], which Conditions replace in their entirety those appearing in the Offering Circular for the purposes of these Warrants and such Conditions will prevail over any other provision to the contrary.”

2. The first set of bracketed words is to be deleted where there is a Global Warrant instead of Warrants in definitive form. The full Conditions should be attached to and form part of the Offering Circular Supplement.

If any change is disclosed in the Offering Circular Supplement, it will require approval by the relevant Stock Exchange. Consideration should be given as to whether or not such disclosure should be made by means of a supplemental Offering Circular rather than in an Offering Circular Supplement.

## GENERAL INFORMATION

1. Each of Claris, Claris 2, Claris III and Claris IV has obtained all necessary consents, approvals and authorisations in Jersey in connection with the establishment of or accession to the Programme, as applicable. This update of the Programme was authorised by a resolution of the respective Board of Directors of each of Claris, Claris 2, Claris III and Claris IV each passed on 25 June 2013. Each of Iris and Iris II has obtained all necessary consents, approvals and authorisations in Ireland in connection with the establishment of or accession to the Programme, as applicable. This update of the Programme was authorised by a resolution of the respective Board of Directors of Iris or Iris II passed on 21 May 2013. The issuing of Securities or entering into of Transactions by any Specified Issuer will be subject to an authorisation of the relevant governing body of such Specified Issuer and to any consents, approvals or authorisations in the jurisdiction of such Specified Issuer. Details of any such authorisation will be set out in the applicable Offering Circular Supplement issued in respect of any such Specified Issuer.
2. Save as disclosed herein, there has been no significant change in the financial or trading position of any of Claris, Claris 2, Claris III, Claris IV, Iris or Iris II and no material adverse change in the financial position or prospects of any of Claris, Claris 2, Claris III, Claris IV, Iris or Iris II since the date of the most recently published accounts for the financial year ended 30 June 2012.
3. It is expected that each Series of Securities which is to be admitted to the Official List of the Irish Stock Exchange will be admitted separately as and when issued, subject only to the issue of, in the case of Notes, a Global Note or Notes initially representing the Notes of such Series or, in the case of Warrants, a Global Warrant or Warrants initially representing the Warrants of such Series, as the case may be.
4. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Claris is aware) which may have, or have had since its incorporation on 19 March 1998 a significant effect on its financial position or its profitability.
5. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Claris 2 is aware) which may have, or have had since its incorporation on 23 October 2002 a significant effect on its financial position or its profitability.
6. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Claris III is aware) which may have, or have had since its incorporation on 2 May 2006 a significant effect on its financial position or its profitability.
7. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Claris IV is aware) which may have, or have had since its incorporation on 7 September 2006 a significant effect on its financial position or its profitability.
8. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Iris is aware) which may have, or have had since its incorporation on 10 November 2004 a significant effect on its financial position or its profitability.
9. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which Iris II is aware) which may have, or have had since its incorporation on 28 May 2007 a significant effect on its financial position or its profitability.

10. Securities have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (and/or any other relevant clearing system as set out in the applicable Offering Circular Supplement). The Common Code and the International Securities Identification Number (“**ISIN**”) and (where applicable) any other applicable identification number for any other relevant clearing system for each Series of Securities will be set out in the applicable Offering Circular Supplement.

The address for Euroclear is 3, Boulevard du Roi Albert II, B.1210 Brussels, Belgium. The address for Clearstream, Luxembourg is 42, Avenue J.F. Kennedy, L-1855 Luxembourg.

11. The auditors of Claris, Claris 2, and Claris III are Mazars LLP, whose address is Tower Bridge House, St Katharine’s Way, London E1W 1DD (“**Mazars LLP**”). The auditors of Claris IV are Deloitte whose address is Lord Coutanche House, 66-68 Esplanade, St Helier, JE4 8WA (“**Deloitte (Jersey)**”). The auditors of Iris are Mazars of Harcourt Centre, Block 3, Harcourt Road, Dublin 2 (“**Mazars (Ireland)**”). The auditors of Iris II are Ernst & Young whose address is Ernst & Young Building, Harcourt Centre, Harcourt Street, Dublin 2 (“**Ernst & Young (Ireland)**”).

12. The accounts of the Issuers have been prepared on a non-consolidated basis and in accordance with International Financial Reporting Standards. No interim accounts will be prepared by any of the Issuers.

13. The accounts of each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II have been prepared for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012.

14. The audited accounts of:

- (i) Claris for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012;
- (ii) Claris 2 for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012;
- (ii) Claris III for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012;
- (iv) Claris IV for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012;
- (v) Iris for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012; and
- (vi) Iris II for the financial years ending on 30 June 2009, 30 June 2010, 30 June 2011 and 30 June 2012,

have been audited, without qualification, in accordance with International Standards on Auditing (UK and Ireland) and are available in physical form from the offices of the Issuing and Paying Agent, the Warrant Agent and the offices of the Paying Agent in Ireland. Audited accounts for later financial years will be available in physical form free of charge from the offices of the Issuing and Paying Agent, the Warrant Agent and the offices of the Paying Agent in Ireland.

15. Mazars LLP and Deloitte (Jersey) are affiliated with the Institute of Chartered Accountants in England and Wales. Mazars (Ireland) and Ernst & Young (Ireland) are chartered members of the Institute of Chartered Accountants in Ireland (“**ICAI**”).

16. All notices to Holders shall be given to them in accordance with the provisions of Condition 15 (*Notices*) (as modified, in the event of Securities held in global form, by the

provisions of paragraph 10 of “*Amendments to Conditions*” in “*Summary of Provisions relating to Securities while in Global Form*”).

17. For so long as any Securities may be issued pursuant to this Offering Circular, and for the life of these Listing Particulars, which is the period of 12 months following the date of approval of this Offering Circular, (i) copies of the Principal Trust Deed and each Supplemental Trust Deed shall be available in physical form for inspection during usual business hours at the specified office of the Trustee and at the specified office of the Paying Agent in Ireland; (ii) copies of the Agency Agreement together with any other document which is required or permitted to be published by the Irish Stock Exchange shall be available in physical form for inspection during the usual business hours at the specified offices of the Paying Agents and the Warrant Agent; and (iii) copies of the following documents shall be available in physical form for inspection during usual business hours at the registered offices of each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II (as the case may be) and at the specified office of the Paying Agent in Ireland:
- (i) Memorandum and Articles of Association of each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II;
  - (ii) Principal Trust Deed and, in relation to an Issuer, each Supplemental Trust Deed entered into by that Issuer;
  - (iii) Dealer Agreement;
  - (iv) Agency Agreement;
  - (v) Disposal Agency Agreement;
  - (vi) Each Custody Agreement between, among others, the Issuer and the Custodian;
  - (vii) ISDA Master Agreement (including the Schedule thereto) dated 1 April 2005 between Claris and Societe Generale (as the swap counterparty);
  - (viii) ISDA Master Agreement (including the Schedule thereto) dated 1 April 2005 between Claris 2 and Societe Generale (as the swap counterparty);
  - (ix) ISDA Master Agreement (including the Schedule thereto) dated 10 May 2006 between Claris III and Societe Generale (as the swap counterparty);
  - (x) ISDA Master Agreement (including the Schedule thereto) dated 25 September 2006 between Claris IV and Societe Generale (as the swap counterparty);
  - (xi) ISDA Master Agreement (including the schedule thereto) dated 1 April 2005 between Iris and Societe Generale (as the swap counterparty);
  - (xii) ISDA Master Agreement (including the Schedule thereto) dated 11 June 2007 between Iris II and Societe Generale (as the swap counterparty);
  - (xiii) ICSD Agreement dated 26 June 2013 between Iris and Euroclear, Clearstream, Luxembourg;
  - (xiv) ICSD Agreement dated 26 June 2013 between Iris II and Euroclear, Clearstream, Luxembourg; and
  - (xv) Effectuation Authorisation Letter dated 26 June 2013 from Iris to the Common Safekeeper;
  - (xvi) Effectuation Authorisation Letter dated 26 June 2013 from Iris II to the Common Safekeeper; and

the most recent audited accounts of each of Claris, Claris 2, Claris III, Claris IV, Iris and Iris II.

18. None of Claris, Claris 2, Claris III, Claris IV, Iris or Iris II intends to provide any post-issuance information in relation to any Series of Securities or any collateral pertaining thereto.
19. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Securities and is not itself seeking admission of the Securities to the Official List of the Irish Stock Exchange nor is Arthur Cox Listing Services Limited seeking admission of the Securities to trading on the Global Exchange Market of the Irish Stock Exchange.

## REGISTERED OFFICES OF THE ISSUERS

**Claris Limited**  
13 Castle Street  
St. Helier  
Jersey  
JE4 5UT

**Claris 2 Limited**  
13 Castle Street  
St. Helier  
Jersey  
JE4 5UT

**Claris III Limited**  
13 Castle Street  
St. Helier  
Jersey  
JE4 5UT

**Claris IV Limited**  
13 Castle Street  
St. Helier  
Jersey  
JE4 5UT

**Iris SPV plc**  
Office G03,  
Fitzwilliam Business Centre  
77 Sir John Rogerson's Quay  
Dublin 2  
Ireland

**Iris II SPV Limited**  
Office G03,  
Fitzwilliam Business Centre  
77 Sir John Rogerson's Quay  
Dublin 2  
Ireland

## TRUSTEE

**HSBC Corporate Trustee Company (UK) Limited**  
Level 27  
8 Canada Square  
London E14 5HQ  
United Kingdom

## ISSUING AND PAYING AGENT, WARRANT AGENT, REGISTRAR, TRANSFER AGENT, CALCULATION AGENT AND CUSTODIAN

**HSBC Bank plc**  
8 Canada Square  
London E14 5HQ  
United Kingdom

## LISTING AGENT IN IRELAND

**Arthur Cox Listing Services Limited**  
Earlsfort Centre  
Earlsfort Terrace  
Dublin 2  
Ireland

## PAYING AGENT IN IRELAND

**HSBC Institutional Trust Services (Ireland)  
Limited**  
HSBC House  
Harcourt Centre, Harcourt Street  
Dublin 2  
Ireland

## ARRANGER AND DEALER

**Societe Generale**  
29, boulevard Haussmann  
75009 Paris  
France

## AUDITORS

*To Claris Limited, Claris 2 Limited and Claris III Limited*

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St Katharine's Way  
London E1W 1DD  
United Kingdom

*Iris SPV plc*

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Dublin 2  
Ireland

*Claris IV Limited*

**Deloitte LLP**  
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St Helier,  
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*Iris II SPV Limited*

**Ernst & Young**  
Ernst & Young Building  
Harcourt Centre  
Harcourt Street  
Dublin 2  
Ireland

## LEGAL ADVISERS

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*To the Trustee in respect of English law*

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