



**FIRST SUPPLEMENT DATED 14 AUGUST 2017 TO THE BASE PROSPECTUS DATED 21 JULY
2017**

BBVA Global Markets B.V.

*(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid)
incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)*

€4,000,000,000 Structured Medium Term Note Programme
unconditionally and irrevocably guaranteed by

Banco Bilbao Vizcaya Argentaria, S.A.

(incorporated with limited liability in Spain)

This supplement (the “**Supplement**”) to the base prospectus dated 21 July 2017 (the “**Base Prospectus**”), which together with the base prospectus comprises a prospectus for the purposes of the Prospectus Directive.

Terms defined in the Base Prospectus have the same meaning when used in this Supplement. This Supplement is supplemental to, and should be read in conjunction with, the Base Prospectus issued by BBVA Global Markets B.V. (the “**Issuer**”).

Each of the Issuer and Banco Bilbao Vizcaya Argentaria, S.A. (the “**Guarantor**”) accepts responsibility for the information contained in this Supplement. To the best of the knowledge of each of the Issuer and the Guarantor (which have taken all reasonable care to ensure that such is the case) the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Supplement has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under the Prospectus Directive. The Central Bank only approves this Supplement as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.

PURPOSE OF THE SUPPLEMENT

The purpose of this Supplement is to (i) incorporate by reference the consolidated interim financial statements of the Guarantor (as defined below), (ii) confirm that there has been no significant change in the financial and trading position of the Guarantor and its consolidated subsidiaries (the “**Group**”) since the date of the consolidated interim financial statements, and (iii) update the Summary of the Base Prospectus.

INCORPORATION BY REFERENCE

Incorporation by reference of the Condensed Interim Consolidated Financial Statements

On 28 July 2017, the BBVA Group published its Interim Report June -2017 (the “**Interim Report**”) which includes its audited condensed interim consolidated financial statements as at, and for, the six month period

ended 30 June 2017. The consolidated interim financial statements (the “**Consolidated Interim Financial Statements**”) and the auditors’ report on limited review can be found at:

| | |
|---------------------------------------------------------------------------|--------------|
| Report of limited review of the interim consolidated financial statements | Introduction |
| Consolidated balance sheet | page 4-6 |
| Consolidated income statement | page 7 |

By virtue of this Supplement, those Consolidated Interim Financial Statements are incorporated by reference in, and form part of, the Base Prospectus. The non-incorporated parts of the Interim Report are either not relevant for the investor or covered elsewhere in the Base Prospectus.

A copy of the Interim Report has been filed with the Central Bank of Ireland and is available at http://shareholdersandinvestors.bbva.com/TLBB/fbinir/mult/Interim_Report_2017_tcm927-671669.pdf

SIGNIFICANT OR MATERIAL CHANGE STATEMENT

Paragraph 7 of the General Information section on page 468 of the Base Prospectus shall be deemed to be deleted in its entirety and replaced by the following wording:

“There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2016.

There has been no significant change in the financial position of the Group since 30 June 2017 and there has been no significant change in the financial or trading position of the Issuer since 31 December 2016.”

UPDATE TO THE SUMMARY

The Summary of the Programme on pages 13-46 of the Base Prospectus shall be deemed updated and replaced in its entirety with the Summary of the Programme, as specified in the Schedule to this Supplement.

GENERAL

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

In accordance with Regulation 52 of the Prospectus Directive (2003/71/EC) Regulations 2005 of Ireland, investors who have agreed to purchase or subscribe for any Notes before this Supplement is published have the right, exercisable before the end of the period of two working days beginning with the working day after the date on which this Supplement was published, to withdraw their acceptances. This right to withdraw shall expire by close of business on 16 August 2017.

SCHEDULE

SUMMARY

Summaries are made up of disclosure requirements known as "**Elements**". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in a summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

Section A– Introduction and warnings

| Element | |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.1 | <p>This summary should be read as an introduction to the Base Prospectus and the Final Terms.</p> <p>Any decision to invest in any Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference, and the Final Terms.</p> <p>Where a claim relating to information contained in the Base Prospectus and the Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the Final Terms before the legal proceedings are initiated.</p> <p>Civil liability attaches to the Issuer or the Guarantor in any such Member State solely on the basis of this summary, including any translation of it, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of the Base Prospectus and the Final Terms, key information in order to aid investors when considering whether to invest in the Notes.</p> |
| A.2 | <p>Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "Non-exempt Offer". <i>(Delete this paragraph when preparing an issue specific summary)</i></p> <p>[Issue specific summary:</p> <p>[Not Applicable – the Notes are not being offered to the public as part of a Non-exempt Offer.]</p> <p><i>Consent:</i> Subject to the conditions set out below, the Issuer consents to the use of the Base Prospectus in connection with a Non-exempt Offer of Notes by the Manager/Dealer(s)[, <i>[names of specific financial intermediaries listed in final terms,]</i> [and] [each financial intermediary whose name is published on the Guarantor's website [www.bbva.com] and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer].</p> <p><i>Offer period:</i> The Issuer's consent referred to above is given for Non-exempt Offers of Notes during [<i>offer period for the issue to be specified here</i>] (the "Offer Period").</p> <p><i>Conditions to consent:</i> The conditions to the Issuer's consent are that such consent (a) is only valid during the Offer Period; and (b) only extends to the use of the Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in Ireland.</p> <p>AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND</p> |

| | |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER.] |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Section B– Issuer and Guarantor

| Element | Title | | | |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|
| B.1 | Legal and commercial name of the Issuer: | BBVA Global Markets B.V. | | |
| B.2 | Domicile/ legal form/ legislation/ country of incorporation: | The Issuer is a private company with limited liability (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) and was incorporated under the laws of the Netherlands on 29 October 2009. The Issuer's registered office is Calle Saucedo, 28, Edificio Asi, 28050 Madrid, Spain and it has its "place of effective management" and "centre of principal interests" in Spain. | | |
| B.4b | Trend information: | Not Applicable - There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for its current financial year. | | |
| B.5 | Description of the Group: | <p>The Issuer is a direct wholly-owned subsidiary of Banco Bilbao Vizcaya Argentaria, S.A.</p> <p>Banco Bilbao Vizcaya Argentaria, S.A. and its consolidated subsidiaries (the "Group" or "BBVA Group") are a highly diversified international financial group, with strengths in the traditional banking businesses of retail banking, asset management, private banking and wholesale banking. It also has investments in some of Spain's leading companies.</p> | | |
| B.9 | Profit forecast or estimate: | Not Applicable - No profit forecasts or estimates have been made in this Base Prospectus. | | |
| B.10 | Audit report qualifications: | Not Applicable - No qualifications are contained in any audit report included in this Base Prospectus. | | |
| B.12 | <p>The key audited financial data for the Issuer for the last two account periods (ended 31 December 2016 and ended 31 December 2015) are as follows:</p> <p><i>Income Statement</i></p> <p>The table below sets out summary information extracted from the Issuer's audited consolidated income statement for each of the periods ended 31 December 2016 and 31 December 2015:</p> <p>STATEMENT OF COMPREHENSIVE INCOME FOR THE YEARS ENDED 31 DECEMBER 2016 AND 31 DECEMBER 2015</p> | | | |
| | <i>Thousands of euros</i> | Note | 31.12.2016 | 31.12.2015(*) |
| | - Interest income and similar income | 9-10 | 101,321 | 68,122 |
| | - Interest expense and similar expenses | 10-11 | (100,890) | (67,777) |

| Element | Title | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|-------------------|--------------------|
| | - Exchange rate differences | | 37 | 52 |
| | - Other operating expenses | | (234) | (123) |
| | Result of the year before tax | | 234 | 274 |
| | - Income tax | | (76) | (82) |
| | Result of the year from continued operations | | 158 | 192 |
| | Comprehensive result of the year | | - | - |
| | Total comprehensive result of the year | | 158 | 192 |
| (*) Presented for comparison purposes only. | | | | |
| Statement of Financial Position | | | | |
| The table below sets out summary information extracted from the Issuer's audited statement of financial position as at 31 December 2016 and 31 December 2015: | | | | |
| STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2016 | | | | |
| (before appropriation of net income) | | | | |
| | <i>Thousands of euros</i> | Note | 31.12.2016 | 31.12.2015* |
| ASSETS: | | | | |
| Non-current assets | | | | |
| | - <i>Long-Term deposits due from Parent</i> | 9 | 1,224,154 | 882,725 |
| | - Derivatives | 10 | 41,402 | 47,344 |
| | - Other assets | | - | 7 |
| Current assets | | | | |
| | - <i>Short-Term deposits due from Parent</i> | 9 | 103,358 | 20,894 |
| | - Derivatives | 10 | 3,947 | 3,792 |
| | - Cash and cash equivalents | 8 | 481 | 101 |
| | - Interest receivable from Parent | 9 | 68,925 | 85,073 |
| | - Other assets | | 2 | - |
| | Total assets | | 1,442,269 | 1,039,936 |
| LIABILITIES: | | | | |
| <i>Long-Term liabilities</i> | | | | |
| | - Long-Term debt securities issued | 11 | 1,223,474 | 882,212 |
| | - Derivatives | 10 | 41,402 | 47,344 |
| | - Other liabilities | | - | 7 |
| <i>Short-Term liabilities</i> | | | | |
| | - Short-Term debt securities issued | 11 | 103,392 | 20,894 |
| | - Derivatives | 10 | 3,947 | 3,792 |
| | - Interest payable to third parties | 11 | 68,806 | 84,968 |
| | - Other liabilities | | 29 | 49 |
| | - Credit account | | 498 | 228 |
| | - Current tax liabilities | | 146 | 25 |
| | Total liabilities | | 1,441,694 | 1,039,519 |
| SHAREHOLDER'S EQUITY: | | | | |

| Element | Title | | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|
| | Capital - Issued share capital - Other reserves - Result of the year Total shareholder's equity Total liabilities and shareholder's equity | 12 | 90 327 158 575 1,442,269 | 90 135 192 417 1,039,936 |
| | * Presented for comparison purposes only. Statements of no significant or material adverse change There has been no significant change in the financial or trading position of the Issuer since 31 December 2016. There has been no material adverse change in the prospects of the Issuer since 31 December 2016. | | | |
| B.13 | Events impacting the Issuer's solvency: | Not Applicable - There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency. | | |
| B.14 | Dependence upon other group entities: | See Element B.5 ("Description of the Group"). The Issuer is dependent upon the Guarantor to meet its payment obligations under the Notes. Should the Guarantor fail to pay interest on or repay any deposit made by the Issuer or meet its commitment under a hedging arrangement in a timely fashion, this will have a material adverse effect on the ability of the Issuer to fulfil its obligations under Notes issued under the Programme. | | |
| B.15 | Principal activities: | The Issuer serves as a financing company for the purposes of the Group and is regularly engaged in different financing transactions within the limits set forth in its articles of association. The Issuer's objective is, among others, to arrange medium and long term financing for the Group and cost saving by grouping these activities. | | |
| B.16 | Controlling shareholders: | The Issuer is a direct wholly-owned subsidiary of Banco Bilbao Vizcaya Argentaria, S.A. | | |
| B.17 | Credit ratings: | The Issuer has been rated "BBB+" by S&P Global. Notes issued under the Programme may be rated or unrated. Details of the rating, if applicable, will be set out in the Final Terms. <i>[Issue specific summary:</i> The Notes [have been/are expected to be][are not] rated [<i>specify rating(s) of Tranche being issued</i>] by [<i>specify rating agent(s)</i>]. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. | | |
| B.18 | Description of the Guarantee: | The Notes will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under its guarantee will be direct, unconditional and unsecured obligations of the Guarantor and will rank <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Guarantor. | | |
| B.19 | Information about the Guarantor: | | | |

| Element | Title | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|--------------------------|-------------------|--------------------|-------------------|-------------------|--|--|--|--|---|-----------------------|-------|-------|--------|--------|----------------|--------|--------|--------|--------|------------------------|-------|-------|-------|-------|-------------------------------|-------|-------|-------|-------|----------------------------------------------|--------------|--------------|--------------|--------------|
| B.19 (B.1) | Legal and commercial name of the Guarantor: | The legal name of the Guarantor is Banco Bilbao Vizcaya Argentaria, S.A. It conducts its business under the commercial name "BBVA". | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.19 (B.2) | Domicile/ legal form/ legislation/ country of incorporation: | The Guarantor is a limited liability company (a <i>sociedad anónima</i> or S.A.) and was incorporated under the Spanish Corporations Law on 1 October 1988. It has its registered office at Plaza de San Nicolás 4, Bilbao, Spain, 48005, and operates out of Calle Azul, 4, 28050, Madrid, Spain. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.19 (B.4(b)) | Trend information: | Not Applicable - There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Guarantor's prospects for its current financial year. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.19 (B.5) | Description of the Group: | <p>The Group is a highly diversified international financial group, with strengths in the traditional banking businesses of retail banking, asset management, private banking and wholesale banking. It also has investments in some of Spain's leading companies.</p> <p>As of 30 June 2017, the Group was made up of 358 consolidated entities and 85 entities accounted for using the equity method.</p> <p>The companies are principally domiciled in the following countries: Argentina, Belgium, Bolivia, Brazil, Cayman Islands, Chile, Colombia, Ecuador, France, Germany, Ireland, Italy, Luxembourg, Mexico, Netherlands, Netherlands Antilles, Peru, Portugal, Spain, Switzerland, Turkey, United Kingdom, United States of America, Uruguay and Venezuela. In additions, BBVA has an active presence in Asia.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.19 (B.9) | Profit forecast or estimate: | Not Applicable - No profit forecasts or estimates have been made in this Base Prospectus. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.19 (B.10) | Audit report qualifications: | Not Applicable - No qualifications are contained in any audit report included in this Base Prospectus. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B.19¹ (B.12) | <p>Selected historical key financial information:</p> <p><i>Income Statement</i></p> <p>The table below sets out summary information extracted from the Group's audited consolidated income statement for each of the periods ended 31 December 2016 and 31 December 2015 and the Group's audited consolidated income statement as of 30 June 2017 and 30 June 2016:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th><i>Millions of euros</i></th> <th>30.06.2017</th> <th>30.06.2016*</th> <th>31.12.2016</th> <th>31.12.2015</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>*</td> </tr> </thead> <tbody> <tr> <td>- Net interest income</td> <td>8,803</td> <td>8,365</td> <td>17,059</td> <td>16,022</td> </tr> <tr> <td>- Gross income</td> <td>12,718</td> <td>12,233</td> <td>24,653</td> <td>23,362</td> </tr> <tr> <td>- Net operating income</td> <td>4,102</td> <td>3,528</td> <td>6,874</td> <td>6,251</td> </tr> <tr> <td>- Operating profit before tax</td> <td>4,033</td> <td>3,391</td> <td>6,392</td> <td>4,603</td> </tr> <tr> <td>Profit attributable to parent company</td> <td>2,306</td> <td>1,832</td> <td>3,475</td> <td>2,642</td> </tr> </tbody> </table> | | | | <i>Millions of euros</i> | 30.06.2017 | 30.06.2016* | 31.12.2016 | 31.12.2015 | | | | | * | - Net interest income | 8,803 | 8,365 | 17,059 | 16,022 | - Gross income | 12,718 | 12,233 | 24,653 | 23,362 | - Net operating income | 4,102 | 3,528 | 6,874 | 6,251 | - Operating profit before tax | 4,033 | 3,391 | 6,392 | 4,603 | Profit attributable to parent company | 2,306 | 1,832 | 3,475 | 2,642 |
| <i>Millions of euros</i> | 30.06.2017 | 30.06.2016* | 31.12.2016 | 31.12.2015 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | * | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - Net interest income | 8,803 | 8,365 | 17,059 | 16,022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - Gross income | 12,718 | 12,233 | 24,653 | 23,362 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - Net operating income | 4,102 | 3,528 | 6,874 | 6,251 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - Operating profit before tax | 4,033 | 3,391 | 6,392 | 4,603 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Profit attributable to parent company | 2,306 | 1,832 | 3,475 | 2,642 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

¹ Further to the publication of the Supplement to the Base Prospectus dated 14 August 2017, selected key financial information and figures from the Guarantor's audited financial statements for the period ended 30 June 2017, together with comparative financial information for the same period in the previous year have been included.

| Element | Title | | | | |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|------------------------|
| | (*) Presented for comparison purposes only Balance Sheet The table below sets out summary information extracted from the Group's audited consolidated balance sheet as of 31 December 2016 and 31 December 2015 and the Group's audited consolidated balance sheet as of 30 June 2017 and 30 June 2016: | | | | |
| | <i>Millions of euros</i> | 30.06.2017 | 30.06.2016* | 31.12.2016 | 31.12.2015 * |
| | | | | | |
| | Total Assets | 702,429 | 746,040 | 731,856 | 749,855 |
| | Loans and advances to customers | 409,087 | 415,872 | 414,500 | 414,165 |
| | Customer deposits (1) | 394,626 | 406,284 | 401,465 | 403,362 |
| | Debt Certificates and Other financial liabilities (2) | 82,393 | 89,635 | 89,504 | 94,121 |
| | Total customer funds (1) + (2) | 477,019 | 495,919 | 490,969 | 497,483 |
| | Total equity | 54,727 | 55,962 | 55,428 | 55,282 |
| | (*) Presented for comparison purposes only Statements of no significant or material adverse change There has been no significant change in the financial or trading position of the Group since June 30, 2017 and there has been no material adverse change in the prospects of the Group since December 31, 2016. | | | | |
| B.19 (B.13) | Events impacting the Guarantor's solvency: | Not Applicable - There are no recent events particular to the Guarantor which are to a material extent relevant to an evaluation of its solvency. | | | |
| B.19 (B.14) | Dependence upon other Group entities: | Not Applicable – The Guarantor is not dependent on any other Group entities. | | | |
| B.19 (B.15) | The Guarantor's Principal activities: | The Guarantor is a highly diversified international financial group, with strengths in the traditional banking businesses of retail banking, asset management, private banking and wholesale banking. It also has some investments in some of Spain's leading companies. Set for the below are the Group's current seven operating segments: <ul style="list-style-type: none"> • Banking activity in Spain • Non Core Activity in Spain • Turkey • Rest of Eurasia • Mexico • South America • The United States In addition to the operating segments referred to above, the Group has a Corporate Centre which includes those items that have not been allocated to an operating segment. It includes the Group's general management | | | |

| Element | Title | |
|--------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | functions, including: costs from central units that have a strictly corporate function; management of structural exchange rate positions carried out by the Financial Planning unit; specific issues of capital instruments to ensure adequate management of the Group's overall capital positions; proprietary portfolios such as industrial holdings and their corresponding results; certain tax assets and liabilities; provisions related to commitments with pensioners; and goodwill and other intangibles. |
| B.19 (B.16) | Controlling shareholders: | Not Applicable - The Guarantor is not aware of any shareholder or group of connected shareholders who directly or indirectly control the Guarantor. |
| B.19 (B.17) | Credit ratings: | The Guarantor has been rated "A-" by Fitch, "Baa1" by Moody's and "BBB+" by S&P Global. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. |

Section C – Securities

| Element | Title | |
|------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C.1 | Description of Notes/ISIN: | <p>The Notes described in this section are debt securities with a denomination of less than €100,000 (or its equivalent in any other currency).</p> <p>The Notes to be issued under the Programme may be Fixed Rate Notes, Floating Rate Notes, Specified Interest Amount Notes, Index Linked Notes, Equity Linked Notes, Inflation Linked Notes, Fund Linked Notes, Credit Linked Notes, Foreign Exchange (FX) Rate Linked Notes, Zero Coupon Notes, Partly Paid Notes or a combination of the foregoing. <i>(Delete this paragraph when preparing an issue specific summary)</i></p> <p>(Issue specific summary:)</p> <p>[Title of Notes: <i>specify</i>] Series Number: <i>specify</i> Tranche Number: <i>specify</i> ISIN Code: <i>specify</i> Common Code: <i>specify</i>]</p> <p>[The Notes will be consolidated and form a single series with <i>identify earlier Tranches</i>] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, which is expected to occur on or about <i>date</i>]</p> |
| C.2 | Currency: | <p>Subject to compliance with all applicable laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer at the time of issue. Payments made in respect of Notes may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated. <i>(Delete this paragraph when preparing an issue specific summary.)</i></p> <p>(Issue specific summary:)</p> <p>[The specified currency of this Series of Notes is <i>specify</i>] [for the purpose of the Specified Denomination and calculations and, as Settlement Exchange Rate provisions apply, <i>specify</i>] [for the purpose of [certain][redemption] payments [of interest][only] [(and, accordingly, [all][certain such] amounts calculated under the Notes in <i>specify</i>] shall be converted to <i>specify</i>] by reference to the prevailing <i>specify</i>]/<i>specify</i> exchange rate)]. [SER Intermediate Currency Requirements</p> |

| Element | Title | |
|---------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | apply and so for the purpose of [certain][redemption] payments [of interest][only] [all] [certain] [such] amounts calculated under the Notes in [specify] shall be converted to [specify] by reference to the prevailing [specify]/[specify] exchange rate prior to being converted to [specify] by reference to the prevailing [specify]/[specify] exchange rate).] |
| C.5 | Restrictions on transferability : | Not Applicable - There are no restrictions on the free transferability of the Notes. However, selling restrictions apply to offers, sales or transfers of the Notes under the applicable laws in various jurisdictions. A purchaser of the Notes is required to make certain agreements and representations as a condition to purchasing the Notes. |
| C.8 | Rights attached to the Notes, including ranking and limitations on those rights: | <p><i>Status of the Notes and the Guarantee</i></p> <p>The Notes will constitute direct, unconditional, unsecured and unsubordinated and will rank <i>pari passu</i> among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditor's rights.</p> <p>The Notes will have the benefit of an unconditional and irrevocable guarantee by the Guarantor. Such obligations of the Guarantor pursuant to the Guarantee will constitute direct, unconditional and unsecured obligations of the Guarantor and rank <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Guarantor.</p> <p><i>Negative pledge</i></p> <p>The Notes do not have the benefit of a negative pledge.</p> <p><i>Events of default</i></p> <p>The terms of the Notes will contain, amongst others, the following events of default:</p> <ul style="list-style-type: none"> (a) a default is made for more than 14 days in the payment of any principal (including any Instalment Amount(s)) due in respect of any of the Notes or 30 days or more in the payment of any interest or other amount due in respect of any of the Notes; or (b) a default is made in the performance by the Issuer or the Guarantor of any other obligation under the provisions of the Notes or under the provisions of the Guarantee relating to the Notes and such default continues for more than 60 days following service by a Noteholder on the Issuer and the Guarantor of a notice requiring the same to be remedied; or (c) an order of any competent court or administrative agency is made or any resolution is passed by the Issuer for the winding-up or dissolution of the Issuer (other than for the purpose of an amalgamation, merger or reconstruction (i) which has been approved by an Extraordinary Resolution or (ii) where all of the assets of the Issuer are transferred to, and all of its debts and liabilities are assumed by, a continuing entity); or (d) an order is made by any competent court commencing insolvency proceedings (<i>procedimientos concursales</i>) against the Guarantor or an |

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| | | <p>order is made or a resolution is passed for the dissolution or winding up of the Guarantor (except in any such case for the purpose of a reconstruction or a merger or amalgamation (i) which has been approved by an Extraordinary Resolution or (ii) where the entity resulting from any such reconstruction or merger or amalgamation is a Financial Institution (<i>Entidad de Crédito</i> according to article 1 of Law 10/2014 of 26 June, on Organisation, Supervision and Solvency of Credit Entities) and will have a rating for long-term senior debt assigned by Standard & Poor's Rating Services, Moody's Investors Services or Fitch Ratings Ltd equivalent to or higher than the rating for long-term senior debt of the Guarantor immediately prior to such reconstruction or merger or amalgamation); or</p> <p>(e) the Issuer or the Guarantor is adjudicated or found bankrupt or insolvent by any competent court, or any order of any competent court or administrative agency is made for, or any resolution is passed by Issuer or the Guarantor to apply for, judicial composition proceedings with its creditors or for the appointment of a receiver or trustee or other similar official in insolvency proceedings in relation to the Issuer or the Guarantor or substantially all of the assets of either of them (unless in the case of an order for a temporary appointment, such appointment is discharged within 60 days); or</p> <p>(f) the Issuer (except for the purpose of an amalgamation, merger or reconstruction approved by an Extraordinary Resolution) or the Guarantor (except for the purpose of an amalgamation, merger or reconstruction (i) which has been approved by an Extraordinary Resolution or (ii) where the entity resulting from any such reconstruction or merger or amalgamation will have a rating for long-term senior debt assigned by Standard & Poor's Rating Services or Moody's Investor Services equivalent to or higher than the rating for long-term senior debt of the Guarantor immediately prior to such reconstruction or merger or amalgamation) ceases or threatens to cease to carry on the whole or substantially the whole of its business; or</p> <p>(g) an application is made for the appointment of an administrative or other receiver, manager, administrator or similar official in relation to the Issuer or the Guarantor or in relation to the whole or substantially the whole of the undertaking or assets of the Issuer or the Guarantor and is not discharged within 60 days; or</p> <p>(h) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect.</p> |
| C.9 | Payment Features: | <p><i>(Issue specific summary:)</i></p> <p>[Issue Price: <i>[[specify]</i> per cent. of the Aggregate Nominal Amount<i>[[specify]</i> per Note]</p> <p>Issue Date: <i>[[specify]</i></p> <p>Calculation Amount: <i>[[specify]</i></p> |

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| | | <p>Early Redemption Amount: <i>[specify]</i> [the amortised face amount][the fair market value of the Notes less associated costs]</p> <p>Interest</p> <p>[No interest. [The Notes do not bear any interest [and will be offered and sold at discount to their nominal amount].]</p> <p><i>Include as many as applicable [delete this paragraph when preparing an issue specific summary]</i></p> <p>[Fixed Rate. [The Notes bear interest [from their date of issue/from <i>[specify]</i>] at the fixed rate of <i>[specify]</i> per cent. per annum. [The yield of the Notes is <i>[specify]</i> per cent.] Interest will be paid [annually][<i>(insert other period)</i>] in arrear on [and <i>[specify]</i>][<i>[specify]</i>] in each year. The first fixed rate interest payment will be made on <i>[specify]</i>.]</p> <p>[Floating Rate. [The Notes bear interest [from their date of issue/from <i>[specify]</i>] at floating rates calculated by reference to <i>[specify reference rate for Notes being issued]</i> [plus/minus] a margin of <i>[specify]</i> per cent. Interest will be paid [monthly][quarterly][<i>insert other period</i>] in arrear on <i>[specify]</i> (<i>insert further dates if required</i>) and <i>[specify]</i> [in each year], subject to adjustment for non-business days. The first floating rate interest payment will be made on <i>[specify]</i>.]</p> <p>[Specified Interest Amount [The Notes bear interest in the amount[s] so specified, payable on <i>[specify]</i>]]</p> <p>[Although the Notes are Credit Linked Notes (as described below), the <i>[specify non-credit linked component or portion or delete these square brackets if no interest is credit linked]</i> interest is not credit linked and such interest shall continue to be payable notwithstanding the occurrence of a Credit Event.]</p> <p>[Reference Item Linked Interest. [[The/each] rate of interest payable on <i>[specify]</i> is <i>[specify]</i> determined on the basis set out in Element C.10 (<i>Derivative component in the interest payments</i>)]</p> <p>Final Redemption</p> <p>Subject to any prior purchase and cancellation or early redemption, each Note will be redeemed on the [Maturity Date specified in Element C.16 ("Expiration or maturity date of the Notes") below][<i>[specify]</i>] at [par/<i>[specify]</i>] per cent. of the nominal amount/<i>[specify]</i>[an amount determined in accordance with the methodology set out below] (<i>Complete following provisions on the same basis as followed in completing the Final Terms on the basis of the Payout Conditions, e.g. completing terms and using suffixes or adding a table where appropriate</i>).</p> <p>"Redemption (i)"</p> <p>FR Value</p> <p>"Redemption (ii)" - "Call"</p> <p><i>(Insert the following if no cap or floor is applicable)</i></p> <p>Constant Percentage + (Leverage * (FR Value – Strike Percentage)) * RI FX Rate</p> |

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| | | <p><i>(Insert the following if a floor is applicable)</i></p> <p>Constant Percentage + (Leverage * Max [Call Floor Percentage; Additional Leverage * (FR Value - Strike Percentage)]) * RI FX Rate</p> <p><i>(Insert the following if a cap is applicable)</i></p> <p>Constant Percentage + (Leverage * Min [Call Cap Percentage; Additional Leverage * (FR Value - Strike Percentage)]) * RI FX Rate</p> <p><i>(Insert the following if a cap and a floor are applicable)</i></p> <p>Constant Percentage + (Leverage * Min [Call Cap Percentage; Max [Call Floor Percentage; Call Leverage * (FR Value - Strike Percentage) + Call Spread Percentage]]) * RI FX Rate</p> <p>"Redemption (iii)" - "Put"</p> <p><i>(Insert the following if no cap or floor is applicable)</i></p> <p>Constant Percentage + (Leverage * (Strike Percentage - FR Value)) * RI FX Rate</p> <p><i>(Insert the following if a floor is applicable)</i></p> <p>Constant Percentage + (Leverage * Max [Put Floor Percentage; Additional Leverage * (Strike Percentage - FR Value)]) * RI FX Rate</p> <p><i>(Insert the following if a cap is applicable)</i></p> <p>Constant Percentage + (Leverage * Min [Put Cap Percentage; Additional Leverage * (Strike Percentage - FR Value)]) * RI FX Rate</p> <p><i>(Insert the following if a cap and a floor are applicable)</i></p> <p>Constant Percentage + (Leverage * Min [Put Cap Percentage; Max [Put Floor Percentage; Put Strike Percentage - Put Leverage * (Strike Percentage - FR Value)]) * RI FX Rate</p> <p>"Redemption (iv)"</p> <p>Call Constant Percentage + (Leverage * (Min [Call Cap Percentage; Max [Call Floor Percentage; Call Leverage * FR Value + Call Strike Percentage]])) * RI FX Rate + (Additional Leverage * (Min [Put Cap Percentage; Max [Put Floor Percentage; Put Strike Percentage - Put Leverage * FR Value]])) * RI FX Rate</p> <p>"Redemption (v)" - "Multiplier"</p> <p>Constant Percentage 1 + (Constant Percentage 2 + Multiplier Number * Constant Percentage 3) * FR Value</p> <p>"Redemption (vi)" - "Digital"</p> |

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| | | <p>(A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:</p> <p>[Constant Percentage 1][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>][no Final Redemption Amount will be payable and physical delivery will apply]; OR</p> <p>Otherwise:</p> <p>(B) [Constant Percentage 2][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>]; <i>for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for paragraph (A)</i>[no Final Redemption Amount will be payable and physical delivery will apply].</p> <p>"Redemption (vii)" - "Digital with Knock-in"</p> <p>(A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:</p> <p>[Constant Percentage 1][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>][no Final Redemption Amount will be payable and physical delivery will apply]; or</p> <p>(B) Otherwise:</p> <p>[Constant Percentage 2][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>](<i>for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for the above paragraph (A)</i>)[no Final Redemption Amount will be payable and physical delivery will apply].</p> <p>"Redemption (viii)" – "Strike Podium n Conditions"</p> <p>(C) If the Final Redemption Condition [1] is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:</p> <p>[Constant Percentage 1][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>][no Final Redemption Amount will be payable and physical delivery will apply]; or</p> <p>(D) If the Final Redemption Condition [2] is satisfied in respect of a</p> |

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| | | <p>[ST Redemption Valuation Date][ST Redemption Valuation Period] and Final Redemption Condition [1] is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period][and no Knock-in Event has occurred]</p> <p>[Constant Percentage 2][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>](for the avoidance of doubt the selected Final Payout Formula for this paragraph may be different from the Final Payout Formula for the above paragraph)[no Final Redemption Amount will be payable and physical delivery will apply];</p> <p>(E) Otherwise:</p> <p>[Constant Percentage 3][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive)</i>](for the avoidance of doubt the selected Final Payout Formula for this paragraph may be different from the Final Payout Formula for any of the preceding paragraphs)[no Final Redemption Amount will be payable and physical delivery will apply].</p> <p><i>(The above provisions may be duplicated in case more than two Final Redemption Conditions apply)</i></p> <p>"Redemption (ix)" - "Versus Standard"</p> <p>(F) If no Knock-in Event has occurred:</p> <p>[Constant Percentage 1][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) – Multiplier" (inclusive)</i>][no Final Redemption Amount will be payable and physical delivery will apply]; or</p> <p>(G) If a Knock-in Event has occurred:</p> <p>[Min [Constant Percentage 2; FR Value] [Constant Percentage 2]] [<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) – Multiplier" (inclusive)</i>] [no Final Redemption Amount will be payable and physical delivery will apply].</p> <p>"Redemption (x)" - "Versus"</p> <p>(H) If no Knock-in Event has occurred:</p> <p>[Constant Percentage 1][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) – Multiplier" (inclusive)</i>][no Final Redemption Amount will be payable and Physical Delivery will apply]; or</p> |

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| | | <p>(I) If a Knock-in Event has occurred:</p> <p>[Max [Constant Percentage 2 + Leverage * Option; 0]][Constant Percentage 2][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v)-Multiplier (inclusive)"</i>][no Final Redemption Amount will be payable and physical delivery will apply]</p> <p>"Redemption (xi)" - "Knock-in Standard"</p> <p>(J) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:</p> <p>[100% + FR Additional Rate][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) – Multiplier" (inclusive)"</i>][no Final Redemption Amount will be payable and Physical Delivery will apply]; <i>or</i></p> <p>(K) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:</p> <p>[100% + Coupon Airbag Percentage][<i>select and insert the Final Payment Formula from any one of "Redemption (i)" to "Redemption (v) – Multiplier" (inclusive); for the avoidance of doubt the selected Final Payout Formula for paragraph (B) may be different from the Final Payout Formula for paragraph (A)</i>][no Final Redemption Amount will be payable and Physical Delivery will apply]; <i>or</i></p> <p>(L) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:</p> <p>[Min [Constant Percentage; FR Value]] [Constant Percentage 2][<i>select and insert the final payout formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph (C) may be different from the final payout formula for any of the preceding paragraphs</i>][no Final Redemption Amount will be payable and Physical Delivery will apply].</p> <p>"Redemption (xii)" - "Twin Win"</p> <p><i>(Insert the following if a cap is not applicable)</i></p> <p>(M) If a Knock-out Event has occurred:</p> <p>[Constant Percentage 1 + (Max [Floor Percentage; Lever Down * FR Value]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]; <i>or</i></p> |

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| | | <p>(N) If no Knock-out Event has occurred:</p> <p>[Constant Percentage 2 + (Lever Up 1 * Max [Strike Percentage – FR Value; Floor Percentage 1]) * RI FX Rate + (Lever Up 2 * Max [FR Value – Strike Percentage 1; Floor Percentage 2]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]</p> <p><i>(Insert the following if a cap is applicable)</i></p> <p>(O) If a Knock-out Event has occurred:</p> <p>[Constant Percentage + (Max [Floor Percentage; Lever Down * FR Value]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply]; or</p> <p>(P) If no Knock-out Event has occurred:</p> <p>[Constant Percentage 2 + (Lever Up 1 * Max [Strike Percentage – FR Value; Floor Percentage 1]) * RI FX Rate + (Lever Up 2 * Min [Cap Percentage; Max [FR Value – Strike Percentage 1; Floor Percentage 2]]) * RI FX Rate][no Final Redemption Amount will be payable and Physical Delivery will apply].</p> <p>"Redemption (xiii)" - "Himalaya"</p> $\text{ConstantPercentage1} + \text{Leverage} * \text{Max} \left[\frac{1}{\text{TotalM}} * \sum_{i=1}^M \text{Max}[\text{BestLockValue}(i) - \text{StrikePercentage}(i); \text{Local Floor Percentage}(i)] \right]$ <p>"Redemption (xiv)" - "Booster"</p> <p>(A) If the Final Redemption Condition is satisfied in respect of a ST Redemption Valuation Date[in the][ST Redemption Valuation Period]:</p> <p>Constant Percentage 1 + Max [0%; Booster Percentage* (FR Value – Strike Percentage)]; or</p> <p>(B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][in the][ST Redemption Valuation Period] and no Knock-in Event has occurred:</p> <p>Constant Percentage 2; or</p> <p>(C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][in the] [ST Redemption Valuation Period] and a Knock-in Event has occurred:</p> <p>Min [Constant Percentage 3; FR Value][no Final Redemption Amount will be payable and Physical Delivery will apply]</p> <p>"Redemption (xv)" - "Bonus"</p> <p>(A) If no Knock-in Event has occurred:</p> <p>Constant Percentage 1 + Max [Bonus Percentage; Leverage (FR Value – Strike Percentage)]; or</p> |

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| | | <p>(B) Otherwise: [FR Value][no Final Redemption Amount will be payable and Physical Delivery will apply]</p> <p>"Redemption (xvi)" - "Dual Currency Digital"</p> <p>(C) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period][and no Knock-in Event has occurred]: [Constant Percentage 1][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) – Multiplier" (inclusive)</i>]; or</p> <p>(D) Otherwise: [Constant Percentage 2][<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v) - Multiplier" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for paragraph (A)</i>] [and the Settlement Exchange Rate Provisions] [and the SER Intermediate Currency Requirements] shall apply with respect to the payment of the Final Redemption Amount[.] [which, for the avoidance of doubt shall be an amount equal to [<i>specify currency and amount</i>] per Calculation Amount]].</p> <p>"Redemption (xvii)" - "Count Barrier Condition"</p> <p>(E) If, in respect of [a] ST Redemption Valuation Date, the Barrier Count Condition has been satisfied [<i>specify</i>][or more][or fewer] times: [Constant Percentage [1] [<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v)" (inclusive)</i>](No Final Redemption Amount will be payable and Physical Delivery will apply);]; or</p> <p>(F) Otherwise: [zero][Constant Percentage [<i>select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (v)" (inclusive)</i>](No Final Redemption Amount will be payable and Physical Delivery will apply) (<i>for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for paragraph (A)</i>)]</p> <p>Automatic Early Redemption If an Automatic Early Redemption Event occurs, then the Automatic Early Redemption Amount payable per Note of a nominal amount equal to the Calculation Amount will be any of the following:</p> |

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| | | <p>(1) If ST Automatic Early Redemption is specified in the Final Terms, then any of the two following formula shall be inserted and completed in Automatic Early Redemption Amount:</p> <p>(A) Calculation Amount * (AER Percentage + AER Additional Rate)</p> <p>(B) (i) If no Knock-in Event has occurred: [Constant Percentage 1]</p> <p>(ii) If a Knock-in Event has occurred: [Min [Constant Percentage 2; Leverage * FR Value]</p> <p>(2) If Target Automatic Early Redemption is specified in the Final Terms, the following formula shall be inserted and completed in the Automatic Early Redemption Amount: Calculation Amount * (100% + Final Interest Rate);</p> <p>For these purposes:</p> <p>"Automatic Early Redemption Event" means AER Value is [greater than][greater than or equal to][less than][less than or equal to], the Automatic Early Redemption [Level][Price] [within] [outside] the Automatic Early Redemption Range] (<i>repeat as necessary</i>).</p> <p>"Automatic Early Redemption [Level/Price]" means [<i>specify level/price</i>]</p> <p>"Automatic Early Redemption Range" means [<i>specify</i>]</p> <p><i>Entitlement Amounts</i></p> <p>Where physical delivery applies the Notes will be redeemed by delivery of the Entitlement Amount determined pursuant to Condition 6(a):</p> <p>(i) being a nominal amount of the Relevant Asset equal to [<i>specify</i>][the Aggregate Nominal Amount]; or</p> <p>(ii) determined as follows: <i>(Complete following provisions on the same basis as followed in completing the Final Terms on the basis of the Payout Conditions, completing terms and using suffixes where appropriate)</i></p> <p>Calculation Amount / (Constant Percentage * Performing RI Strike Price * FX)</p> <p>The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered (the "Equity Element") and in lieu thereof the Issuer will pay a residual amount (the "Residual Amount") equal to:</p> <p>(Entitlement Amount – Equity Element) * Physical Delivery Price * FX</p> <p><i>Additional Disruption Events</i></p> <p>Additional Disruption Events include any change of law, hedging disruption or increased cost of hedging.</p> |

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| | | <p><i>(Set out the relevant definitions, completing on the same basis as followed in completing the Final Terms).</i></p> <p><i>Credit Linked Notes</i></p> <p>The Notes are <i>[specify type]</i> Credit Linked Notes. [The proportion of the principal [and/or interest] that is credit linked is <i>[specify]</i>[as expressed by the relevant [Credit Multiplier][Credit Event Reduction Factor] as applicable] Issuer will redeem the Notes and pay interest as provided above, subject to the credit linked provisions below.</p> <p>The Notes are [Nth-to-Default][First-to-Default][Single Reference Entity][Non-Tranched Linear Basket][Non-Tranched Index][Tranched Linear Basket][Tranched Linear Basket] Credit Linked Notes. This means that the occurrence of a Credit Event (as described below) will impact the Notes as set out in the remainder of this Element C.9.</p> <p>If a Credit Event (a [as being set out in the Physical Settlement Matrix][bankruptcy[,]] [failure to pay[,]] [obligation acceleration[,]] [obligation default[,]] [repudiation/moratorium[,]] [governmental intervention[,]] [or] [restructuring] <i>(include all that apply)</i>), occurs in respect of the Reference Entity(ies) (being <i>[specify reference entity(ies)]</i> or any successor(s)), the Calculation Agent may determine that a Credit Event Determination Date has occurred. In this case:</p> <p><i>(Insert if the relevant Notes are Nth-to-Default Credit Linked Notes:)</i></p> <p>[credit linked settlement will not occur until this happens in respect of the Relevant Number of Reference Entities (being <i>[specify]</i>).]</p> <p><i>(Insert if the relevant Notes are First-to-Default Credit Linked Notes:)</i></p> <p>[credit linked settlement will occur on the first occasion this happens with respect to any Reference Entity.]</p> <p><i>(Insert if the relevant Notes are Single Reference Entity Credit Linked Notes:)</i></p> <p>[the Notes will be settled as described below.]</p> <p><i>(Insert if the relevant Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies:)</i></p> <p>[in respect of each relevant Credit Event the Issuer will pay a Credit Event Amount on the relevant Credit Event Payment Date]</p> <p><i>(Insert if the relevant Notes are Tranched Linear Basket Credit Linked Notes:)</i>[credit linked settlement will not occur until this happens in respect of a number that is greater than <i>[specify]</i> Reference Entities and thereafter each relevant Credit Event will further reduce amounts due in respect of the Notes.]</p> |

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| | | <p><i>(Insert if the relevant Notes are Tranched Index Credit Linked Notes:)</i>[credit linked settlement will not occur until this happens in respect of an amount that is greater than <i>[specify]</i> and thereafter each relevant Credit Event will further reduce amounts due in respect of the Notes.]</p> <p><i>(Insert for each of above types of Credit Linked Notes:)</i>[The Issuer will then pay the Credit Event Redemption Amount in respect of each Note on the Credit Event Redemption Date.]</p> <p><i>(Insert if the relevant Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies:)</i>[provided that if a relevant Credit Event occurs and relevant procedures are followed in respect of each Reference Entity each Note will be redeemed at the final Credit Event Amount on the final Credit Event Payment Date.]</p> <p><i>(Insert if the relevant Notes are Linear Basket Credit Linked Notes or Index Linked Notes:)</i>[In addition, interest on the Notes may be reduced or no longer paid depending on the <i>[aggregate Reference Entity notional amounts of Reference Entities]</i><i>[number of Reference Entities]</i> for which a relevant Credit Event has happened and relevant procedures are followed]</p> <p>Where:</p> <p>["Credit Event Amount"] means, a Note's pro rata share of the following amount (which may be zero):</p> <p>$(RENA \times FP - UC)$</p> <p>where:</p> <p>"RENA" is the Reference Entity Notional Amount;</p> <p>"FP" is the Recovery Price;</p> <p>"UC" is Unwind Costs.]</p> <p>["Credit Event Payment Date"] means, in relation to any Credit Event Amount, <i>[three]</i> <i>[specify]</i> Business Days following <i>[the calculation of the relevant Final Price]</i> <i>(or insert for Zero/Set Recovery Notes:)</i> the Credit Event Determination Date.] <i>[or such later date for payment determined under the Settlement Exchange Rate provisions.]</i></p> <p>"Credit Event Redemption Amount" means:</p> <p><i>(insert the following in the case of Single Reference Entity Credit Linked Notes, First-to-Default Credit Linked Notes and Nth-to-Default Credit Linked Notes:)</i></p> <p>an amount equal to each Note's pro rata share of:</p> <p>$[(RENA \times FP - UC)] + \text{Protected Amount}$</p> |

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| | | <p><i>(insert the following in the case of Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment on Maturity applies:)</i></p> <p>an amount equal to each Note's pro rata share of:</p> $\left[\left(\sum_{1 \dots n}^n \text{RENA}_{u,i} \right) + \left(\sum_{1 \dots n}^n \text{RENA}_{A,i} \times \text{FP}_{A,i} \right) - \text{UC} \right] + \text{Protected Amount}$ <p><i>(insert the following in the case of Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies:)</i></p> <p>an amount equal to a Note's pro rata share of:</p> $\left[\sum_{1 \dots n}^n \text{RENA}_{u,i} \right] + \text{Protected Amount}$ <p><i>(insert the following in the case of Tranched Linear Basket Credit Linked Notes:)</i></p> <p>an amount equal to each Note's <i>pro rata</i> share of:</p> $\left[\text{[aggregate outstanding nominal amount * CM]} * \left(1 - \left(\frac{1}{H-L} \right) * \text{Min}[H - L; \text{Max}[N - L; 0]] \right) \right] + \text{Protected Amount}$ <p><i>(insert the following in the case of Tranched Index Credit Linked Notes:)</i></p> <p>an amount equal to each Note's <i>pro rata</i> share of:</p> $\left[\text{[aggregate outstanding nominal amount * CM]} * \left(1 - \left(\frac{1}{EP-AP} \right) * \text{Min}[EP - AP; \text{Max}[ALP - AP; 0]] \right) \right] + \text{Protected Amount}$ <p>where:</p> <p>"RENA" is the Reference Entity Notional Amount;</p> <p>"RENA_{u,i}" is RENA in respect of any Reference Entity_i for which a Credit Event has not occurred and relevant procedures are followed and which is zero for all other Reference Entities;</p> <p>"RENA_{A,i}" is the RENA in respect of any Reference Entity_i for which a Credit Event has occurred and relevant procedures are followed and which is zero for all other Reference Entities;</p> <p>"Protected Amount" means the amount stated in the Final Terms if specified as</p> |

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| | | <p>applicable;</p> <p>"FP" is the Recovery Price;</p> <p>"ALP" means the sum of the Reference Entity Weightings for each Reference Entity for which a Credit Event Determination Date has occurred;</p> <p>"AP" means the Attachment Point, being the number specified as such in the Final Terms;</p> <p>"CM" means 1 unless specified otherwise in the Final Terms;</p> <p>"EP" means the Exhaustion Point, being the number specified as such in the Final Terms;</p> <p>"UC" is Unwind Costs;</p> <p>"n" is the number of Reference Entities,]]</p> <p>["H" is <i>[specify]</i>];</p> <p>"L" is <i>[specify]</i>; and</p> <p>"N" is the number of Reference Entities in respect of which a Credit Event Determination Date has occurred.</p> <p>In each case, in no event shall the Credit Event Redemption Amount be more than the nominal amount of the Notes multiplied by the Credit Multiplier (if applicable) or less than zero.]</p> <p>"Credit Event Redemption Date" means:</p> <p><i>(insert where Tranching Linear Basket Credit Linked Notes or Tranching Index Credit Linked Notes:)</i>[the Maturity Date determined pursuant to the Credit Linked Conditions.]</p> <p><i>(insert where other than Tranching Linear Basket Credit Linked Notes or Tranching Index Credit Linked Notes:)</i>[</p> <p>[(a) [three] <i>[specify]</i> Business Days after (i) the calculation of the Final Price (ii) the auction settlement date or (iii) the Credit Event Determination Date as applicable [; or</p> <p>[(b) <i>(insert where Non-Tranching Linear Basket Credit Linked Notes, Non-Tranching Index Credit Linked Notes or Zero/Set Recovery Notes or Maturity Credit Redemption applies only:)</i>[if later, the Maturity Date determined pursuant to the Credit Linked Conditions[.]]</p> <p>[or such later date for payment determined under the Settlement Exchange Rate provisions.]]</p> <p>["Recovery Price" means the recovery amount [(expressed as a percentage)]</p> |

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| | | <p>determined by the Calculation Agent in respect of obligations of the relevant Reference Entity (<i>insert if the Notes are Zero/Set Recovery Notes:</i>)[which is deemed to be [<i>insert percentage</i>][zero]. [Such price will be determined by reference to [an auction settlement procedure organised by the ISDA, the International Swaps and Derivatives Association, Inc.] [or failing that] [dealer quotes obtained by the Calculation Agent]].]</p> <p><i>(Insert if the relevant Securities are Reference Obligation Only Securities relating to a single Reference Entity:)</i>[If certain types of substitution events occur with respect to the Reference Obligation, then (<i>Insert if interest applies:</i>)(i) interest shall cease to accrue on the Notes from and including the Interest Payment Date immediately preceding the relevant substitution event date or, if no Interest Payment Date has occurred, no interest will accrue on the Notes and (ii) each Note will be redeemed at its relevant Reference Obligation Only Termination Amount which is [<i>specify amount</i>] on the [<i>specify</i>] Business Day following the relevant substitution event date.]</p> |
| C.10 | Derivative component in the interest payments: | <p>[Not applicable – The Notes do not have a derivative component in the interest payment.]</p> <p><i>(Issue specific summary:)</i></p> <p>[Interest is payable on the Notes on the basis set out in Element C.9) (<i>Payment Features</i>) above save that [the/each] rate of interest is [<i>specify</i>][determined as follows:]</p> <p><i>(Worst Case Scenario:)</i>[In a worst case scenario the interest amount payable per [Note] [Calculation Amount] will be [<i>specify</i>] if [<i>specify</i>]].</p> <p><i>(Complete the following provisions on the same basis as followed in completing the Final Terms on the basis of the Payout Conditions e.g. completing terms and using suffixes or adding a table where appropriate).</i></p> <p>"Rate of Interest (i)"</p> <p style="padding-left: 40px;">Coupon Value(i)</p> <p>"Rate of Interest (ii)"</p> <p style="padding-left: 40px;">Rate(i) * FX Value</p> <p>"Rate of Interest (iii)"</p> <p style="padding-left: 40px;">((Leverage (i) * (Rate (i)) +Spread (i))*FX Value</p> <p>"Rate of Interest (iv)"</p> <p style="padding-left: 40px;">((Leverage (i) * Reference Spread(i)) +Spread (i)) * FX Value</p> <p>"Rate of Interest (v)"</p> <p style="padding-left: 40px;">Previous Interest(i) + Spread(i)</p> |

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| | | <p>"Rate of Interest (vi)"</p> <p style="padding-left: 40px;">Previous Interest(i) + Leverage(i) * Reference Item Rate(i) + Spread(i)</p> <p>"Rate of Interest (vii)"</p> <p style="padding-left: 40px;">Leverage (i) * [(Coupon Value(i) + Spread (i)) + Constant Percentage (i)] * FX Value</p> <p>"Rate of Interest (viii)" - Call</p> <p style="padding-left: 40px;"><i>(Insert the following if a floor is applicable)</i></p> <p style="padding-left: 40px;">Constant Percentage (i) + Max [Floor Percentage; Leverage * (Coupon Value(i) – Strike Percentage)] * FX Value</p> <p style="padding-left: 40px;"><i>(Insert the following if a cap is applicable)</i></p> <p style="padding-left: 40px;">Constant Percentage (i) + Min [Cap Percentage; max [Floor Percentage; Leverage * (Coupon Value(i))] – Strike Percentage]</p> <p>"Rate of Interest (ix)" – Put</p> <p style="padding-left: 40px;"><i>(Insert the following if a floor is applicable)</i></p> <p style="padding-left: 40px;">Constant Percentage (i) + Max [Floor Percentage; Leverage * (Strike Percentage – Coupon Value(i))]</p> <p style="padding-left: 40px;"><i>(Insert the following if a cap is applicable)</i></p> <p style="padding-left: 40px;">Constant Percentage (i) + Min[Cap Percentage; Max [Floor Percentage; Leverage * (Strike Percentage - Coupon Value(i))]]</p> <p>"Rate of Interest (x) - Range Accrual"</p> <p style="padding-left: 40px;"><i>(insert the following where interest accrual is calculated based on the number of days on which the Range Accrual Coupon Condition or Range Accrual Countdown Condition is satisfied)</i></p> <p style="padding-left: 40px;">$Leverage(i) * (Rate(i) + Spread(i)) * \frac{n}{N}$</p> <p style="padding-left: 40px;"><i>(insert the following where interest accrual is calculated based on the number of days on which the Range Accrual Coupon Condition or Range Accrual Countdown Condition is satisfied but subtracting the number of days on which the Range Accrual Condition is not satisfied)</i></p> <p style="padding-left: 40px;">$Leverage(i) * (Rate(i) + Spread(i)) * \text{Max}[0; (2n-N)/N]$</p> |

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| | | <p>"Rate of Interest (xi)" – "Digital One Barrier"</p> <p>(A) If the Coupon Barrier Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]:</p> <p>[Constant Percentage[1]][<i>select and insert the Interest Rate Payout Formula from one of "Rate of Interest(i)" to "Rate of Interest (x)" (inclusive)</i>](for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph may be different from the Interest Rate Payout Formula for the following paragraph); or</p> <p>(B) Otherwise:</p> <p>[zero][Constant Percentage[2]][<i>select and insert the Interest Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)</i> (for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph may be different from the Interest Rate Payout Formula for the above paragraph]</p> <p>"Rate of Interest (xii)" – "Strike Podium n Barriers"</p> <p>(C) If Coupon Barrier Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]:</p> <p>[Constant Percentage 1][<i>select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)</i>];</p> <p>(D) If Coupon Barrier Condition [2] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period] and Coupon Barrier Condition [1] is not satisfied in respect of [ST Coupon Valuation Date][ST Coupon Valuation Period][and was not satisfied in any previous Interest Period]:</p> <p>[Constant Percentage 2][<i>select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)</i> for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph may be different from the Interest Rate Payout Formula for the above paragraph)]; or;</p> <p>(E) Otherwise:</p> <p>[zero][Constant Percentage 3][<i>select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (ix)" (inclusive)</i> for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph may</p> |

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| | | <p><i>be different from the Interest Rate Payout Formula for the above paragraphs].</i></p> <p><i>(The above provisions may be duplicated in case more than two Coupon Barrier Conditions apply)</i></p> <p>"Rate of Interest (xiii)" – "Ramses"</p> <p>(F) If the Barrier Count Condition is satisfied in respect of a ST Coupon Valuation Date:</p> <p>Rate(i) + SumRate(i) * Leverage(i); or</p> <p>(G) Otherwise, zero.</p> <p>"Rate of Interest (xiv)" – "Mozart"</p> <p>Rate(i) * n</p> <p>"Rate of Interest (xv)" – "Mozart Variable"</p> <p>Rate(n)</p> <p>"Rate of Interest (xvi)" – "Call with Individual Caps"</p> $\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i, k)]] - \text{StrikePercentage}(i)) \right] + \text{ConstantPercentage}(i)$ <p>"Rate of Interest (xvii)" – "Cappuccino"</p> $\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{CappuccinoBarrierValue}(i, k)] - \text{StrikePercentage}(i)) \right] + \text{ConstantPercentage}(i)$ <p>"Rate of Interest (xviii)" – "Best Replace"</p> <p><i>(Insert the following if local floor is applicable)</i></p> $\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{ModifiedValue}(i, k)] - \text{StrikePercentage}(i)) \right]$ <p><i>(Insert the following if local floor is not applicable)</i></p> $\text{Max} \left[\text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * (\text{ModifiedValue}(i, k) - \text{StrikePercentage}(i))) \right]$ <p>"Rate of Interest (xix)" – "Cliquet"</p> $\text{Max} \left[\sum_{i=1}^T (\text{Max} [\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]] - \text{StrikePercentage}(i)), \text{FloorPercentage}(i) \right]$ |

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| | | <p>"Rate of Interest (xx)" - "Cliquet Digital"</p> <p>(H) If Cliquet Digital Performance is greater than Constant Percentage 1: Cliquet Digital Performance; or</p> <p>(I) If Cliquet Digital Performance is greater than or equal to Constant Percentage 2 and is less than or equal to Constant Percentage 1: Constant Percentage 1; or</p> <p>(J) If Cliquet Digital Performance is less than Constant Percentage 2: Constant Percentage 2.</p> <p>"Rate of Interest (xxi)" - "Cliquet Digital Lock in"</p> $\text{Max} \left[\text{FloorLockin}; \sum_{i=1}^T (\text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]) - \text{StrikePercentage}, \text{FloorPercentage}(i)] \right]$ <p>"Rate of Interest (xxii)" - "Digital Coupon One Condition"</p> <p>(K) If the Digital Coupon Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]: Rate A(i); or</p> <p>(L) Otherwise: Rate B(i).</p> <p>"Rate of Interest (xxiii)" - "Digital Coupon Two Conditions"</p> <p>(M) If Digital Coupon Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]: Rate A(i); or</p> <p>(N) If Digital Coupon Condition 1 is not satisfied in respect of [ST Coupon Valuation Date][ST Coupon Valuation Period][or was not satisfied in any previous Interest Period], but Digital Coupon Condition 2 is satisfied in respect of such [ST Coupon Valuation Date][ST Coupon Valuation Period]: Rate B(i); or</p> |

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| | | <p>(O) Otherwise: Rate C(i).</p> <p>"Rate of Interest (xxiv)" – "TARN"</p> <p>(P) In respect of each Interest Period other than the Target Final Interest Period: [select and insert the Interest Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (ix)" (inclusive)]; and</p> <p>(Q) in respect of the Target Final Interest Period and provided that an Automatic Early Redemption Event has not occurred: Final Interest Rate.</p> <p>"Rate of Interest (xxv)" – "Ratchet"</p> <p>Min [Cap Percentage; Max [Previous Interest(i); Rate(i)]]</p> <p>"Rate of Interest (xxvi)" – "Multiplier"</p> <p>(insert the following if a cap is applicable)</p> <p>Constant Percentage + Min [Cap Percentage; Max [Floor Percentage, Multiplier Number Constant Percentage 2]]</p> <p>(insert the following if a cap is not applicable)</p> <p>Constant Percentage + Max [Floor Percentage, Multiplier Number * Constant Percentage</p> <p>"Rate of Interest (xxvii)" – "Count Barrier Condition"</p> <p>(R) If, in respect of [a] ST Coupon Valuation Date, the Barrier Count Condition has been satisfied [specify][or more][or less] times: [Constant Percentage [1] [select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)](for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph (A) may be different from the Interest Rate Payout Formula for paragraph (B)]; or</p> <p>(S) Otherwise: [zero][Constant Percentage [2]][select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)](for the avoidance of doubt the</p> |

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| | | <p><i>selected Interest Rate Payout Formula for this paragraph (B) may be different from the Interest Rate Payout Formula for paragraph (A)]</i></p> <p>"Rate of Interest (xxviii)" - "Podium"</p> <p>SumRate(n)</p> <p>"Rate of Interest (xxix)" - "Compensation"</p> <p>(T) If, in respect of the [ST Coupon Valuation Date][ST Coupon Valuation Period] falling on i=[specify [and i=[specify]], the Calculation Agent determines that the sum of the Rate of Interest "<i>(specify name of the applicable Rate of Interest)</i>" above for such [ST Coupon Valuation Date][ST Coupon Valuation Period] [and the [specify] preceding [ST Coupon Valuation Dates][ST Coupon Valuation Periods]] is [zero][specify percentage] then for each such [ST Coupon Valuation Date][ST Coupon Valuation Period] the Rate of Interest shall be:</p> <p>[Constant Percentage [1] <i>[select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)](for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph (A) may be different from the Interest Rate Payout Formula for paragraph (B)]; or</i></p> <p>(U) Otherwise, for each such [ST Coupon Valuation Date][ST Coupon Valuation Period] the Rate of Interest shall be:</p> <p>[zero][Constant Percentage [2]][<i>select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive)](for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph (B) may be different from the Interest Rate Payout Formula for paragraph (A))]</i></p> <p>"Rate of Interest (xxx)" - "Dual Currency Digital Coupon"</p> <p>(V) If the Coupon Barrier Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]</p> <p>[Constant Percentage[1]] <i>[select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph(A) may be different from the Interest Rate Payout Formula for paragraph (B)]; or</i></p> <p>(W) Otherwise:</p> |

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| | | <p>[zero][Constant Percentage [2]] [<i>select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x)" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph (B) may be different from the Interest Rate Payout Formula for paragraph (A)</i>] [and the Settlement Exchange Rate Provisions] [and the SER Intermediate Currency Requirements] shall apply with respect to the payment of the corresponding Interest Amount].</p> <p>"Rate of Interest (xxxi)" - "Partial Consolidation"</p> <p>(G) If Coupon Barrier Condition is satisfied for the first time in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:</p> <p>Rate(i)</p> <p>(H) If Coupon Barrier Condition was satisfied in any previous Interest Period:</p> <p>Leverage * Rate(i)</p> <p>(I) Otherwise:</p> <p>[zero] [Constant Percentage]</p> |
| C.11 | Listing and admission to trading: | <p>Notes issued under the Programme may be listed and admitted to trading on the regulated market of the Irish Stock Exchange or such other stock exchange or market located outside Spain as may be agreed between the Issuer and the relevant Dealer and specified in the Final Terms (<i>Delete this paragraph when preparing an issue specific summary</i>)</p> <p><i>(Issue specific summary:)</i></p> <p>[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of [the Irish Stock Exchange][specify].]</p> |
| C.15 | Description of how the value of the Note is affected by the value of the underlying asset: | <p><i>(Issue specific summary - this Element C.15 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):)</i></p> <p>[The [Interest Amount/[s] and]/ Final Redemption Amount [and] [Automatic Early Redemption Amount] [or Entitlement] ([in each case,] if any) payable in respect of the Notes [is/are] calculated by reference to the relevant underlying set out in Element C.20 (A description of the type of the underlying and where the information of the underlying can be found) below.</p> <p>Please also see Element C.9 (Payment Features) [and Element C.10 (Derivative component in the interest payments)].</p> |

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| | | <p>These Notes are derivative securities and their value may go down as well as up.</p> <p><i>[Insert description of how the value of the Notes is affected by the value of the relevant Reference Item(s)].</i></p> |
| C.16 | Expiration or maturity date of the Notes: | <p><i>(Issue specific summary - this Element C.16 only to be included where the Notes are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):)</i></p> <p>[The Maturity Date of the Notes is <i>[specify]</i>[, subject to adjustment]].]</p> |
| C.17 | Settlement procedure of derivative securities: | <p>The Notes will be settled on the applicable Maturity Date [or relevant delivery date] at the relevant amount per Note.</p> <p><i>(For the purposes of the Issue specific summary, this Element C.17 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended))</i></p> |
| C.18 | Return on derivative securities: | <p><i>(Issue specific summary - this Element C.18 only to be included where the Notes are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):)</i></p> <p>[The principal return is illustrated in Element C.10 (Derivative component in the interest payments) above.</p> <p>The interest return is illustrated in Element C.9 (Payment Features) above.</p> <p>These Notes are derivative securities and their value may go down as well as up.]</p> |
| C.19 | Exercise price/final reference price of the underlying: | <p><i>(Issue specific summary - this Element C.19 only to be included where the Notes are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):)</i></p> <p>[The final reference price of the underlying described in Element C.20 (A description of the type of the underlying and where the information of the underlying can be found) below shall be determined on the date(s) for valuation specified in Element C.9 (Payment Features) above subject to adjustment including that such final valuation may occur earlier in some cases.]</p> |
| C.20 | A description of the type of the underlying and where the information of the underlying can be found: | <p>The underlying may be an index or basket of indices, a share or basket of shares, a depositary receipt or a basket of depositary receipts, an inflation index or a basket of inflation indices, a fund share or a basket of fund shares, a foreign exchange (fx) rate or basket of foreign exchange (fx) rates, the credit of a specified entity or entities or any combination thereof.</p> <p><i>(Issue specific summary - this Element C.20 only to be included where the Notes are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):)</i></p> <p>[List Reference Item(s) in each case followed by: [See [Bloomberg] [Reuters] Screen <i>[specify]</i> page] <i>[specify]</i>].]</p> |

Section D – Risks

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| D.2 | Key risks regarding the Issuer and the Guarantor: | <p>In purchasing Notes, investors assume the risk that the Issuer and the Guarantor may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer and the Guarantor becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer and the Guarantor may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuer's and the Guarantor's control. The Issuer and the Guarantor have identified a number of factors which could materially adversely affect their businesses and ability to make payments due under the Notes. These factors include:</p> <p>Risk Factors relating to the Issuer</p> <ul style="list-style-type: none"> • Issuer's dependence on the Guarantor to make payments on the Notes. • Certain considerations in relation to the forum upon insolvency of the Issuer. <p>Factors that may affect the Guarantor's ability to fulfil its obligations under the Guarantee</p> <p>Macroeconomic Risks</p> <ul style="list-style-type: none"> • Economic conditions in the countries where the Group operates could have a material adverse effect on the Group's business, financial condition and results of operations. • Since the Guarantor's loan portfolio is highly concentrated in Spain, adverse changes affecting the Spanish economy could have a material adverse effect on its financial condition. • Any decline in the Kingdom of Spain's sovereign credit ratings could adversely affect the Group's business, financial condition and results of operations. • The Group may be materially adversely affected by developments in the emerging markets where it operates. • The Group's earnings and financial condition have been, and its future earnings and financial condition may continue to be, materially affected by depressed asset valuations resulting from poor market conditions. • Exposure to the real estate market makes the Group vulnerable to developments in this market. <p>Legal, Regulatory and Compliance Risks</p> <ul style="list-style-type: none"> • The Group is subject to substantial regulation and regulatory and governmental oversight. Changes in the regulatory framework could have a material adverse effect on its business, results of operations and financial condition. • Increasingly onerous capital requirements may have a material adverse effect on the Guarantor's business, financial condition and results of operations. • Minimum requirement for own funds and eligible liabilities (MREL). Any failure by BBVA and/or the Group to comply with its MREL could have a |

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| | | <p>material adverse effect on the Guarantor's business, financial condition and results of operations.</p> <ul style="list-style-type: none"> • Increased taxation and other burdens imposed on the financial sector may have a material adverse effect on the Guarantor's business, financial condition and results of operations. • Contributions for assisting in the future recovery and resolution of the Spanish banking sector may have a material adverse effect on the Guarantor's business, financial condition and results of operations. • Regulatory developments related to the EU fiscal and banking union may have a material adverse effect on the Guarantor's business, financial condition and results of operations. • The Group's anti-money laundering and anti-terrorism policies may be circumvented or otherwise not be sufficient to prevent all money laundering or terrorism financing. • The Group is exposed to risk in relation to compliance with anti-corruption laws and regulations and sanctions programmes. • Local regulation may have a material effect on the Guarantor's business, financial condition, results of operations and cash flows. <p>Liquidity and Financial Risks</p> <ul style="list-style-type: none"> • The Guarantor has a continuous demand for liquidity to fund its business activities. The Guarantor may suffer during periods of market-wide or firm-specific liquidity constraints, and liquidity may not be available to it even if its underlying business remains strong. • Withdrawals of deposits or other sources of liquidity may make it more difficult or costly for the Group to fund its business on favourable terms or cause the Group to take other actions. • Implementation of internationally accepted liquidity ratios might require changes in business practices that affect the profitability of the Guarantor's business activities. • The Group's businesses are subject to inherent risks concerning borrower and counterparty credit quality which have affected and are expected to continue to affect the recoverability and value of assets on the Group's balance sheet. • The Group's business is particularly vulnerable to volatility in interest rates. • The Guarantor is dependent on its credit ratings and any reduction of its credit ratings could materially and adversely affect the Group's business, financial condition and results of operations. • Highly-indebted households and corporations could endanger the Group's asset quality and future revenues. • The Group depends in part upon dividends and other funds from subsidiaries. <p>Business and Industry Risks</p> <ul style="list-style-type: none"> • The Group faces increasing competition in its business lines. • The Group faces risks related to its acquisitions and divestitures. |

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| | | <ul style="list-style-type: none"> • The Group is party to lawsuits, tax claims and other legal proceedings. • The Group's ability to maintain its competitive position depends significantly on its international operations, which expose the Group to foreign exchange, political and other risks in the countries in which it operates, which could cause an adverse effect on its business, financial condition and results of operations. <p>Financial and Risk Reporting</p> <ul style="list-style-type: none"> • Weaknesses or failures in the Group's internal processes, systems and security could materially adversely affect its results of operations, financial condition or prospects, and could result in reputational damage. • The financial industry is increasingly dependent on information technology systems, which may fail, may not be adequate for the tasks at hand or may no longer be available. • The Guarantor's financial statements are based in part on assumptions and estimates which, if inaccurate, could cause material misstatement of the results of its operations and financial position. <p>Risk related to Early Intervention and Resolution</p> <ul style="list-style-type: none"> • The Notes may be subject to the exercise of the Spanish Loss-Absorption Powers by the Relevant Spanish Resolution Authority. Other powers contained in Law 11/2015 and the SRM Regulation could materially affect the rights of the Noteholders under, and the value of, any Notes.. • Noteholders may not be able to exercise their rights on an event of default in the event of the adoption of any early intervention or resolution measure under Law 11/2015 and the SRM Regulation. |
| D.3 | Key risks regarding the Notes: | <p>There are a number of risks associated with an investment in the Notes. These risks include: <i>(Delete such of the following bullet points as are not applicable when preparing an issue specific summary)</i></p> <ul style="list-style-type: none"> • Notes may be redeemed prior to their scheduled maturity. • Claims of Holders under the Notes are effectively junior to those of certain other creditors. • Spanish Tax Rules may impose withholding tax in certain circumstances (subject to certain exceptions) and neither the Issuer nor the Guarantor is obliged to pay additional amounts in such event. • The procedure for provision of information described in the Base Prospectus is a summary only. • The conditions of the Notes contain provisions which may permit their modification without the consent of all investors. • If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return. • The Issuer of the Notes may be substituted without the consent of the |

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| | | <p>Noteholders.</p> <ul style="list-style-type: none"> • The Guarantor of the Notes may be substituted without the consent of the Noteholders. • The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes. • The value of the Notes could be adversely affected by a change in English law or administrative practice. • Reliance on DTC, Euroclear and Clearstream, Luxembourg procedures. • Credit ratings assigned to the Issuer, the Guarantor or any Notes may not reflect all the risks associated with an investment in those Notes. <p>Risks relating to the structure of particular Notes</p> <ul style="list-style-type: none"> • Investors may lose the original invested amount. • The relevant market value of the Notes at any time is dependent on other matters in addition to the credit risk of the Issuer and Guarantor and the performance of the relevant Reference Item(s). • If a Reference Item Linked Note includes Market Disruption Events or Failure to Open of an Exchange and the Calculation Agent determines such an event has occurred, any consequential postponement of the Strike Date, Valuation Date, Observation Date or Averaging Date may have an adverse effect on the Notes. • There are risks associated with Notes where denominations involve integral multiples. • There are risks associated with Physically Settled Notes. • There are risks associated with Notes to which Variation of Settlement applies. • Noteholders may be required to pay certain expenses in relation to Physically Settled Notes. • There are certain requirements to be fulfilled and payments to be made by the Holder in order to receive Entitlement(s) in connection with Physically Settled Notes and the Issuer may decide to settle by way of cash payment instead in certain circumstances. • If the Notes are distributed by means of a public offers, in certain circumstances the Issuer may have the right to withdraw or revoke the offer. • If an investor holds Notes which are not denominated in the investor's home currency, that investor will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes • There are certain considerations associated with Notes linked to Emerging Markets. • Where the Notes are denominated in an emerging market currency or linked |

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| | | <p>to one or more emerging market currencies, such emerging market currencies can be significantly more volatile than currencies of more developed markets.</p> <ul style="list-style-type: none"> • Notes may be denominated in one currency and settled in another currency. • The value of Fixed Rate Notes may be adversely affected by movements in market interest rates. • There are risks associated with leveraged exposures. • There may be risks associated with any hedging transactions the Issuer enters into. • There are risks related to Implicit Yield Notes. <p>Generic Risk Factors that are associated with Notes that are linked to Reference Item(s).</p> <ul style="list-style-type: none"> • There are risks relating to Reference Item Linked Notes. • It may not be possible to use the Notes as a perfect hedge against the market risk associated with investing in a Reference Item. • There may be regulatory consequences to the Noteholder of holding Reference Item Linked Notes. • There are specific risks with regard to Notes with a combination of Reference Items. • A Noteholder does not have rights of ownership in the Reference Item(s). • The past performance of a Reference Item is not indicative of future performance. <p>There are a number of risks associated with Notes that are linked to one or more specific types of Reference Items.</p> <ul style="list-style-type: none"> • There are risks specific relating to Index Linked Notes. • There are risks specific relating to Equity Linked Notes. • There are specific risks relating to Inflation Linked Notes. • There are specific risks relating to Fund Linked Notes. • There are specific risks relating to Credit Linked Notes. • There are specific risks relating to Foreign Exchange (FX) Rate Linked Notes. • Notes which are issued at a substantial discount of premium may experience price volatility in response to changes in market interest rates. • There are specific risks with regard to Floating Rate Notes. <p>Market Factors</p> <ul style="list-style-type: none"> • An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes. • There may be price discrepancies with respect to the Notes as between various dealers or other purchasers in the secondary market. <p>Potential Conflicts of Interest</p> |

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| | | <ul style="list-style-type: none"> • The Issuer, the Guarantor and their respective affiliates may take positions in or deal with Reference Item(s). • The Calculation Agent, which will generally be the Guarantor or an affiliate of the Guarantor, has broad discretionary powers which may not take into account the interests of the Noteholders. • The Issuer and/or the Guarantor may have confidential information relating to the Reference Item and the Notes. • The Guarantor's securities may be/form part of a Reference Item. • Potential conflicts of interest relating to distributors or other entities involved in the offer or listing of the Notes. |
| | | Calculation Agent powers should be considered |
| D.6 | Risk warning: | <p><i>(Issue specific summary - this Element D.6 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended):)</i></p> <p>[See D.3 ("Key risks regarding the Notes") above.</p> <p>[Investors may lose the entire value of their investment or part of it in the event of the insolvency of the Issuer or if it is otherwise unable or unwilling to repay the Notes when repayment falls due [or as a result of the performance of the relevant Reference Item(s)] <i>(include where the Notes are not capital protected).</i>]</p> |

Section E – Offer

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| E.2b | Use of proceeds: | The net proceeds from each issue of Notes will be deposited with the Guarantor. The net proceeds from each issue will be used for loans and/or investments extended to, or made in, other companies and entities belonging to the Group (for this purpose, as defined in section 3.2 of the FMSA). |
| E.3 | Terms and conditions of the offer: | <p>If so specified in the Final Terms, the Notes may be offered to the public in a Non-exempt Offer in one or more specified non-exempt offer jurisdictions.</p> <p>The terms and conditions of each offer of Notes will be determined by agreement between the Issuer and the relevant Dealers at the time of issue and specified in the Final Terms. An Investor intending to acquire or acquiring any Notes in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Notes to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements. <i>(Delete this and the preceding paragraph when preparing an issue specific summary)</i></p> <p><i>(Issue specific summary:)</i></p> <p>[Not Applicable - the Notes are issued in denominations of at least €100,000 (or its equivalent in any other currency.)] [This issue of Notes is being offered in a Non-exempt Offer in [<i>specify particular country/ies</i>].]</p> |
| E.4 | Interest of natural and | The relevant Dealers may be paid fees in relation to any issue of Notes under the Programme. Any such Dealer and its affiliates may also have engaged, and may in |

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| | <p>legal persons involved in the issue/offer:</p> | <p>the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantor and their affiliates in the ordinary course of business. <i>(Delete this paragraph when preparing an issue specific summary)</i></p> <p><i>(Issue specific summary:)</i></p> <p>[The [Dealers/Managers] will be paid aggregate commissions equal to <i>[specify]</i> per cent. of the nominal amount of the Notes. Any [Dealer/Manager] and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and the Guarantor and their respective affiliates in the ordinary course of business.</p> <p>Other than as mentioned above, [and save for <i>[specify]</i>,] so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer, including conflicting interests. [A fee has been paid by the Dealer to a third party distributor. For specific and detailed information on the nature and quantity of such fee, the investor should contact the distributor of the Note.][The Notes have been sold by the Dealer to a third party distributor at a discount to the specified issue price. For specific and detailed information on the nature and quantity of such discount, the investor should contact the distributor of the Note.]]</p> |
| E.7 | <p>Expenses charged to the investor by the Issuer:</p> | <p>[Not Applicable – No expenses will be charged to investors by the Issuer.]</p> <p><i>(Issue specific summary:)</i></p> <p>[No expenses are being charged to an investor by the Issuer. [For this specific issue, however, expenses may be charged by <i>[specify]</i> [an Authorised Offeror (as defined above)] in the range between <i>[specify]</i> per cent. and <i>[specify]</i> per cent. of the nominal amount of the Notes to be purchased by the relevant investor.]]</p> |