

**MEDIOBANCA - Banca di Credito Finanziario S.p.A.**  
(incorporated with limited liability in the Republic of Italy)

**MEDIOBANCA INTERNATIONAL (Luxembourg) S.A.**  
(incorporated with limited liability in Luxembourg)

**Issuance Programme**

**guaranteed in the case of Warrants issued by Mediobanca International (Luxembourg) S.A.**

by

**MEDIOBANCA - Banca di Credito Finanziario S.p.A.**



Under the Issuance Programme (the "**Programme**") described in this Base Prospectus (as defined below), each of Mediobanca - Banca di Credito Finanziario S.p.A. ("**Mediobanca**") and Mediobanca International (Luxembourg) S.A. ("**Mediobanca International**") (each an "**Issuer**" and together the "**Issuers**") may from time to time issue warrants ("**Warrants**" or the "**Securities**"), subject in each case to compliance with all relevant laws, regulations and directives. The payment of all amounts due and the performance of any non-cash delivery obligations in respect of any Securities issued by Mediobanca International will be unconditionally and irrevocably guaranteed by Mediobanca (in such capacity, the "**Guarantor**") under a deed of guarantee and subject to the limitations thereof executed by the Guarantor and dated 11 July 2019 (the "**Deed of Guarantee**").

**An investment in Securities issued under the Programme involves certain risks. For a discussion of these risks, see "Risk Factors" beginning on page 125.**

This Base Prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**") as competent authority under Directive 2003/71/EC as amended (the "**Prospectus Directive**"). The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Securities which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU as amended ("**MiFID II**") and/or which are to be offered to the public in any member state of the European Economic Area. Application will be made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Securities issued under the Programme during the period of twelve months after the date hereof to be admitted to the official list (the "**Official List**") and trading on its regulated market. The regulated market of Euronext Dublin is a regulated market for the purposes of MiFID II. Application may also be made for certain Securities issued under the Programme (i) to the Luxembourg Stock Exchange to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Securities may also be admitted to trading (i) on the multilateral trading facility of securitised derivatives financial instruments, organised and managed by Borsa Italiana S.p.A. (the "**SeDeX**") and (ii) on the multilateral trading facility of EuroTLX managed by EuroTLX SIM S.p.A. ("**EuroTLX**"), being understood that the admission to trading on SeDeX or EuroTLX and/or any other multilateral trading facilities will not be done under the Prospectus Directive passporting regime. The applicable Final Terms will specify whether or not application will be made for the Securities to be listed and/or admitted to trading on Euronext Dublin and/or the Luxembourg Stock Exchange and/or SeDeX and/or EuroTLX.

The Programme provides that Securities may be listed or admitted to trading (as the case may be) on such other or further stock exchange(s) or market(s) or multilateral trading facility(ies) as may be agreed between the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer (as defined in "Plan of Distribution"). Unlisted Securities or Securities not admitted to trading on any trading venue may also be issued. This Base Prospectus comprises two base prospectuses (one for each Issuer, each of which referred to herein as the "Base Prospectus") for the purposes of the Prospectus Directive.

The Central Bank may, at the request of the relevant Issuer, send to the competent authority of another European Economic Area member state (i) a copy of this Base Prospectus; (ii) a certificate of approval pursuant to Article 18 of the Prospectus Directive attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive (an "Attestation Certificate"); and (iii) if so required by such competent authority, a translation of the summary set out on pages from 10 to 117 of this Base Prospectus. The language of the prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Notice of the aggregate amount of Securities (if applicable), issue price of Securities and any other terms and conditions not contained herein which are applicable to each Tranche (as defined below) of Securities will be set out in the final terms relating to the Securities (the "Final Terms") which will be delivered to the Central Bank and, with respect to Securities to be listed on the Official List of Euronext Dublin, will be delivered to Euronext Dublin and, with respect to Securities to be listed on any other or further Stock Exchange, will be delivered to the relevant Stock Exchange.

The terms and conditions of the Securities to be issued under the Programme (see "Terms and Conditions of the Securities" below) (the "Terms and Conditions" or the "Conditions") will be completed by the Final Terms.

The Securities have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, and may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Securities will be offered and sold in offshore transactions outside the United States in reliance on Regulation S under the Securities Act. The Securities will be in bearer form and as such are subject to certain U.S. tax law requirements.

Amounts payable under the Securities or assets deliverable under the Securities may be calculated by reference to EURIBOR, LIBOR, LIBID, LIMEAN or CMS which are respectively provided by the European Money Markets Institute ("EMMI") for EURIBOR and ICE Benchmark Administration Limited ("ICE") for LIBOR and CMS. At the date of this Base Prospectus, ICE has been authorised as a regulated benchmark administrator pursuant to Article 34 of Regulation (EU) 2016/1011 (the "BMR") and appears on the public register of administrators established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the Benchmarks Regulation. As at the date of this Base Prospectus, the EMMI does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that EMMI is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

Amounts payable under the Securities or assets deliverable under the Securities may also be calculated or otherwise determined by reference to an index or a combination of indices (other than EURIBOR, LIBOR, LIBID, LIMEAN or CMS). Any such index may constitute a benchmark for the purposes of the BMR. If any such index does constitute such a benchmark the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the BMR. Not every index will fall within the scope of the BMR. Furthermore, transitional provisions in the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the applicable Final Terms. The registration status of any administrator under the BMR is a matter of public record and, save where required by applicable law, the relevant Issuer does not intend to update the applicable Final Terms to reflect any change in the registration status of the administrator.

Arranger of the Programme

**MEDIOBANCA - Banca di Credito Finanziario S.p.A.**

Mandated Dealer

**MEDIOBANCA - Banca di Credito Finanziario S.p.A.**

## IMPORTANT NOTICES

*This document constitutes a Base Prospectus for each Issuer for the purposes of Article 5.4 of the Prospectus Directive.*

*Each of the Issuers and the Guarantor accepts responsibility for the information contained in this document and, to the best of the knowledge of each of the Issuers and the Guarantor (which have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.*

*Each of the Issuers and the Guarantor, having made all reasonable enquiries confirms that (i) this Base Prospectus contains all information with respect to the Issuers, the Guarantor and its subsidiaries taken as a whole (the "**Group**" or the "**Mediobanca Group**"), the Securities and the Deed of Guarantee which is material in the context of the issue and offering of the Securities, (ii) the statements contained in this Base Prospectus relating to the Issuers, the Guarantor and the Mediobanca Group are in every material respect true and accurate and not misleading, the opinions and intentions expressed in this Base Prospectus with regard to the Issuers, the Guarantor and the Mediobanca Group are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, (iii) there are no other facts in relation to the Issuers, the Guarantor, the Mediobanca Group, the Securities or the Deed of Guarantee the omission of which would, in the context of the issue and offering of Securities, make any statement in this Base Prospectus misleading in any material respect, and (iv) all reasonable enquiries have been made by the Issuers and the Guarantor to ascertain such facts and to verify the accuracy of all such information and statements.*

*This Base Prospectus should be read and construed together with any supplement hereto and with any other documents incorporated by reference herein and, in relation to any Tranche of Securities, should be read and construed together with the relevant Final Terms.*

*No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue, offer or sale of Securities and, if given or made, such information or representation must not be relied upon as having been authorised by either of the Issuers, the Guarantor or any of the Dealers. Neither the delivery of this Base Prospectus or any Final Terms nor any offering or sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of either Issuer or the Guarantor since the date hereof or the date upon which this document has been most recently supplemented or that there has been no adverse change in the financial position of either Issuer or the Guarantor since the date hereof or the date upon which this document has been most recently supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*Purchases of Securities may be made through a duly appointed Dealer of the relevant Issuer. The relevant Issuer may also offer and sell Securities directly to investors without the involvement of any Dealer.*

*The Issuers and the Guarantor will enter into a Dealer Agreement with the Mandated Dealer (as defined in this Base Prospectus) in connection with the issue of Securities for the purpose of the distribution of the Securities to prospective investors. Pursuant to the terms of the Dealer Agreement, the relevant Issuer(s) may appoint one or more Dealer(s) under the Programme to subscribe or procure subscribers for all or part of the Securities of the relevant Series. See the section on "Plan of Distribution" in this Base Prospectus for further details.*

*This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of either Issuer, the Guarantor or any of the Dealers to subscribe for, or purchase, any Securities.*

*The distribution of this Base Prospectus and the offering or sale of Securities in certain jurisdictions may be restricted by law. The Issuers and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. No Securities may be offered or sold, directly or indirectly including to the public, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this*

*Base Prospectus and the offering and sale of Securities. In particular, the Securities have not been and will not be registered under the Securities Act and are subject to U.S. tax law requirements.*

*This Base Prospectus has been prepared by the Issuers and the Guarantor for use in connection with the offer and sale of Securities in reliance upon Regulation S of the Securities Act outside the United States to non-U.S. persons or in transactions otherwise exempt from registration. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.*

*The Securities have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Securities or the accuracy or the adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.*

*For a description of additional restrictions on the distribution of this Base Prospectus and the offer or sale of Securities in the United States, the European Economic Area (including the United Kingdom and Italy) and other jurisdictions, see "Plan of Distribution".*

*The Dealers and PricewaterhouseCoopers S.p.A and PricewaterhouseCoopers, Société coopérative, as auditors to, respectively, Mediobanca and Mediobanca International have not separately verified the information contained in this Base Prospectus. None of the Dealers makes any representation express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by either of the Issuers, the Guarantor or any of the Dealers that any recipient of this Base Prospectus or any financial statements should subscribe or purchase any Securities.*

*Each potential investor should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Securities should be based upon such investigation as it deems necessary. None of the Dealers undertakes to review the financial condition or affairs of the relevant Issuer or the Guarantor during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Securities of any information coming to the attention of any of the Dealers.*

## STABILISATION

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

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*Securities may be issued on a continuous basis in series (each a "Series") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Securities of each Series being intended to be interchangeable with all other Securities, as the case may be, of that Series. Each Series may be issued in tranches (each a "**Tranche**") on different issue dates. The specific terms of each Tranche (which save in respect of the issue date and issue price of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set forth in the relevant Final Terms, the form of which is set out in "Form of Final Terms" below.*

**PRIIPs/ IMPORTANT - EEA RETAIL INVESTORS** - *If the Final Terms in respect of any Securities includes a legend entitled "**Prohibition of Sales to EEA Retail Investors**", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (UE) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

**MiFID II PRODUCT GOVERNANCE / TARGET MARKET** *The Final Terms in respect of any Securities may include a legend entitled "**MiFID II Product Governance**" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate and may also include information on the product approval process. Any person subsequently offering, selling or recommending such Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made at the time of issue about whether, for the purpose of the product governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for a Tranche of Securities is a manufacturer in respect of that Tranche, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.*

*In this Base Prospectus, unless otherwise specified or the context otherwise requires: references to "\$", "U.S.\$", "USD" and "US Dollars" are to the lawful currency of the United States of America; references to "Euro" are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended; references to "£" are to the lawful currency of the United Kingdom; and references to "Yen" are to the lawful currency of Japan.*

**IMPORTANT INFORMATION RELATING TO PUBLIC OFFERS OF SECURITIES WHERE THERE IS NO EXEMPTION FROM THE OBLIGATION UNDER THE PROSPECTUS DIRECTIVE TO PUBLISH A PROSPECTUS**

***Public Offers of Securities in the European Economic Area***

*Certain Tranches of Securities with a denomination of less than EUR 100,000 (or its equivalent in any other currency) may, subject as provided below, 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 in this Base Prospectus as a "Public Offer". This Base Prospectus has been prepared on a basis that permits Public Offers of Securities. Any person making or intending to make a Public Offer of Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Directive, provided that the Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)" and the conditions attached to that consent are complied with by the person making the Public Offer of such Securities.*

*In the context of any Public Offer of Securities, the Issuer has requested the Central Bank to provide a certificate of approval in accordance with Article 18 of the Prospectus Directive (a "passport") in relation to the passporting of the Base Prospectus to the competent authority of Luxembourg (the "Host Member State"). Even though the Issuer has elected (or will elect) to passport this Base Prospectus into the Host Member State, it does not mean that it will choose to make any Public Offer in the Host Member State. Investors should refer to the Final Terms for any issue of Securities to see whether the Issuer has elected to make a public offer of Securities in either the Republic of Ireland or the Host Member State (each a "Public Offer Jurisdiction").*

*The Issuer accepts responsibility in the Public Offer Jurisdictions for which it has given consent referred to herein for the content of this Base Prospectus in relation to any person (an "Investor") to whom an offer of any Securities is made by any financial intermediary to whom the Issuer has given its consent to use this Base Prospectus (such financial intermediary, an "Authorised Offeror"), where the offer is made during the period for which that consent is given and is in compliance with all other conditions attached to the giving of the consent, all as mentioned in this Base Prospectus. However, the Issuer does not have any responsibility for any of the actions of an Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.*

***Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)***

*Any offer made without the consent of the relevant Issuer or the Guarantor (as applicable) is unauthorised and neither the relevant Issuer nor the Guarantor (as applicable), nor, for the avoidance of doubt, any of the Dealers accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.*

*If, in the context of a Public Offer, an Investor is offered Securities by a person which is not an Authorised Offeror, the Investor should check with such person whether anyone is responsible for this Base Prospectus for the purpose of the relevant Public Offer and, if so, who that person is.*

*If an Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents, the Investor should take legal advice.*

***Consent to the use of this Base Prospectus***

***Common conditions to Consent***

*The conditions to the consent of the Issuers and the Guarantor are (in addition to the conditions described in either sub-paragraph (a) (Specific Consent) or sub-paragraph (b) (General Consent) under "Specific Consent and General Consent" below) that such consent:*

- (i) is only valid in respect of the relevant Tranche of Securities;*

- (ii) *is only valid during the Offer Period specified in the applicable Final Terms; and*
- (iii) *only extends to the use of this Base Prospectus to make Public Offers of the relevant Tranche of Securities in such of the Public Offer Jurisdictions as are specified in the applicable Final Terms.*

*The consent referred to above relates to Public Offers occurring within twelve months from the date of this Base Prospectus.*

***Specific Consent and General Consent***

*Subject to the conditions set out above under "Common Conditions to Consent", each of the Issuers and the Guarantor consents to the use of this Base Prospectus in connection with a Public Offer of Securities in any Public Offer Jurisdiction by:*

- (a) *Specific Consent:*
  - (i) *the Dealers specified in the relevant Final Terms;*
  - (ii) *any financial intermediaries specified in the applicable Final Terms; and*
  - (iii) *any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the website of the Issuers (<https://mediobanca.com>) and identified as an Authorised Offeror in respect of the relevant Public Offer; and*

- (b) *General Consent:*

*if General Consent is specified in the relevant Final Terms as applicable, any other financial intermediary which:*

- (i) *is authorised to make such offers under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, including under any applicable implementing measure in each relevant jurisdiction ("MiFID II"); and*
- (ii) *accepts such offer by publishing on its website the following statement (with the information in square brackets duly completed with the relevant information) (the "Acceptance Statement"):*

*"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Securities] (the "**Securities**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by [ISSUER] (the "**Issuer**") [and [GUARANTOR] (the "**Guarantor**")].*

*In consideration of the Issuer [and the Guarantor] offering to grant their consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Securities in [insert name(s) of relevant Public Offer Jurisdiction(s)] during the Offer Period in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus), we accept the offer by the Issuer [and Guarantor]. We confirm that we are authorised under MiFID II to make, and are using the Base Prospectus in connection with, the Public Offer accordingly.*

*Terms used herein and otherwise not defined shall have the same meaning as given to such terms in the Base Prospectus."*

*Any financial intermediary falling within this sub-paragraph (b) who wishes to use this Base Prospectus in connection with a Public Offer is required, for the duration of the relevant Offer Period specified in the applicable Final Terms, to publish a duly completed Acceptance Statement on its website.*

***Arrangements between an Investor and the Authorised Offeror who will distribute the Securities***

*Neither the Issuers nor the Guarantor (nor, for the avoidance of doubt, any of the Dealers) has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable*

*conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.*

***AN INVESTOR INTENDING TO ACQUIRE OR SUBSCRIBE OR ACQUIRING OR SUBSCRIBING ANY SECURITIES IN A PUBLIC OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES 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, EXPENSES AND SETTLEMENT ARRANGEMENTS. NEITHER THE ISSUERS NOR THE GUARANTOR WILL BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE SECURITIES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE RELEVANT AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUERS, THE GUARANTOR AND THE DEALERS HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.***

***IN THE EVENT OF AN OFFER BEING MADE BY A FINANCIAL INTERMEDIARY, SUCH FINANCIAL INTERMEDIARY WILL PROVIDE INFORMATION TO INVESTORS ON THE TERMS AND CONDITIONS OF THE OFFER AT THE TIME THE OFFER IS MADE.***

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## SUMMARY OF THE PROGRAMME

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 this type of securities and 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 the 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 is included in the summary with the mention of "not applicable".

Certain provisions of this summary appear in brackets. Such information will be completed or, where not relevant, deleted, in relation to a particular Series of Securities and the completed summary in relation to such Series of Securities shall be appended to the relevant Final Terms.

### Section A – Introduction and warnings

Element	Description of Element	Disclosure requirement
A.1	<b>Warnings</b>	<p>This summary must be read as an introduction to the Base Prospectus and any decision to invest in the Securities should be based on a consideration of the Base Prospectus as a whole, including any information incorporated by reference.</p> <p>Following the implementation of the Prospectus Directive (Directive 2003/71/EC) in each Member State of the European Economic Area, no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus, including any information incorporated by reference, or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Securities.</p> <p>Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p>
A.2	<b>Consent to the use of the Base Prospectus</b>	<p>[Not Applicable – The Issuer [and the Guarantor] do[es] not consent to the use of the Base Prospectus for subsequent resales.]</p> <p>[Not Applicable. - The Issuer, acting also as [Distributor], is the only person ("<b>Offeror</b>" and "<b>Distributor</b>") authorised to use the Prospectus to make the Non-exempt Offer of the Securities in [<i>insert name(s) of relevant Public Offer Jurisdiction(s)</i>] during the period from [●] up to [●], [subject to any [early closing] [or] [extension of the Offer Period] (the "<b>Offer Period</b>")].]</p> <p>[The Issuer [and the Guarantor] consent[s] to the use of this Base Prospectus in connection with a Non-exempt Offer of the Securities subject to the following conditions:</p> <p>(i) the consent is only valid during [<i>offer period for the issue to be specified here</i>] (the "<b>Offer Period</b>");</p> <p>(ii) the only persons ("<b>Authorised Offeror</b>") authorised to use this Base Prospectus to make the Non-exempt Offer of the Securities are the relevant</p>

Element	Description of Element	Disclosure requirement
		<p>Dealer and [(a) [●] [and [●]] [and/or] (b) if the relevant Issuer appoints additional financial intermediaries after [●] (being the date of the Final Terms) and publishes details of them on its website, each financial intermediary whose details are so published]/[any financial intermediary which is authorised to make such offers under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments, including under any applicable implementing measure in each relevant jurisdiction ("MiFID II") and publishes on its website the following statement (with the information in square brackets being duly completed with the relevant information):</p> <p>"We, [<i>insert legal name of financial intermediary</i>], refer to the [<i>insert title of relevant Securities</i>] (the "<b>Securities</b>") described in the Final Terms dated [<i>insert date</i>] (the "<b>Final Terms</b>") published by [<i>ISSUER</i>] (the "<b>Issuer</b>") [and [<i>GUARANTOR</i>] (the "<b>Guarantor</b>")].</p> <p>In consideration of the Issuer [and the Guarantor] offering to grant their consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Securities in [<i>insert name(s) of relevant Public Offer Jurisdiction(s)</i>] during the Offer Period in accordance with the Authorised Offeror Terms (as specified in the Base Prospectus), we accept the offer by the Issuer [and Guarantor]. We confirm that we are authorised under MiFID II to make, and are using the Base Prospectus in connection with, the Public Offer accordingly.</p> <p>Terms used herein and otherwise not defined shall have the same meaning as given to such terms in the Base Prospectus."; [and]</p> <p>(iii) the consent only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in [●] [and [●]]; [and]</p> <p>[(iv) the consent is subject to the following other condition[s]: [●]].</p> <p>[The consent referred to above is valid for the period of 12 months from the date of this Base Prospectus. The Issuer accepts responsibility, in the jurisdictions to which the consent to use this Base Prospectus extends, for the content of this Base Prospectus in relation to any investor who acquires or subscribe for any Securities issued by such Issuer in a Non-exempt Offer made by any person to whom consent has been given to use this Base Prospectus in that connection in accordance with the preceding paragraphs, provided that such Non-exempt Offer has been made in accordance with all the conditions attached to that consent.]</p> <p><b>[AN INVESTOR INTENDING TO ACQUIRE OR SUBSCRIBE OR ACQUIRING OR SUBSCRIBING ANY SECURITIES IN A NON-EXEMPT OFFER FROM [[AN][THE] [AUTHORISED OFFEROR][DISTRIBUTOR] [OTHER THAN THE ISSUER] WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY [SUCH] [AUTHORISED OFFEROR][DISTRIBUTOR] WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN [SUCH] [AUTHORISED OFFEROR] [DISTRIBUTOR] AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT ARRANGEMENTS. [[NEITHER] THE ISSUER[S] [NOR THE GUARANTOR] WILL [NOT] BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE SECURITIES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION.] THE INVESTOR MUST LOOK TO THE RELEVANT [AUTHORISED OFFEROR][DISTRIBUTOR]</b></p>

Element	Description of Element	Disclosure requirement
		AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE [AUTHORISED OFFEROR][DISTRIBUTOR] WILL BE RESPONSIBLE FOR SUCH INFORMATION. [[THE][NONE OF] THE ISSUER[S]], THE GUARANTOR] [AND THE DEALERS] [HAS][HAVE] ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.]]

#### Section B – Issuers and Guarantor

Element	Description of Element	Disclosure requirement
B.1	Legal and Commercial Name of the Issuer	<p><b>[Mediobanca]</b></p> <p>Mediobanca – Banca di Credito Finanziario S.p.A. ("<b>Mediobanca</b>")</p> <p><b>[Mediobanca International]</b></p> <p>Mediobanca International (Luxembourg) S.A. ("<b>Mediobanca International</b>")</p>
B.2	Domicile/Legal Form/Legislation/Country of Incorporation	<p><b>[Mediobanca]</b></p> <p>Mediobanca was established in Italy. Mediobanca is a company limited by shares under Italian law with registered office at Piazzetta E. Cuccia 1, 20121 Milan, Italy.</p> <p>Mediobanca holds a banking licence from the Bank of Italy authorising it to carry on all permitted types of banking activities in Italy.</p> <p>Mediobanca is a bank organised and existing under the laws of Italy, carrying out a wide range of banking, financial and related activities throughout Italy.]</p> <p><b>[Mediobanca International]</b></p> <p>Mediobanca International was established in Luxembourg.</p> <p>Mediobanca International is a <i>société anonyme</i> subject to Luxembourg law and having its place of registration in Luxembourg.</p> <p>Mediobanca International's registered office is at 4, Boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg.]</p>
B.4b	Description of trends	<p><b>[Mediobanca]</b></p> <p>Not applicable. As at the date of the Base Prospectus Mediobanca is not aware of any trends affecting itself and the industries in which it operates.]</p> <p><b>[Mediobanca International]</b></p> <p>[Not applicable. As at the date of the Base Prospectus Mediobanca International is not aware of any trends affecting itself and the industries in which it operates.]</p>
B.5	Description of the group of the Issuer	<p><b>[Mediobanca]</b></p> <p>Mediobanca is the parent company of the Mediobanca Group.</p> <p>The Mediobanca Group is registered as a banking group in the register instituted by the Bank of Italy.]</p>

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		<p><b>[Mediobanca International]</b></p> <p>Mediobanca International is part of the Mediobanca Group.</p> <p>The Mediobanca Group is registered as a banking group in the register instituted by the Bank of Italy.]</p>																																																
<b>B.9</b>	<b>Profit forecast/estimate</b>	<p><b>[Mediobanca]</b></p> <p>Not Applicable. No forecast or estimates of profits are contained in the Base Prospectus.]</p> <p><b>[Mediobanca International]</b></p> <p>Not Applicable. No forecast or estimates of profits are contained in the Base Prospectus.]</p>																																																
<b>B.10</b>	<b>Qualifications in the audit report</b>	<p><b>[Mediobanca]</b></p> <p>Not Applicable. There are no qualifications in the audit report.]</p> <p><b>[Mediobanca International]</b></p> <p>Not Applicable. There are no qualifications in the audit report.]</p>																																																
<b>B.12</b>	<b>Selected historical key information/no material adverse change/significant changes</b>	<p><b>Mediobanca</b></p> <p>The audited consolidated balance sheet and profit and loss account of Mediobanca as at 30 June 2018 are shown below, along with comparative data for the year ended 30 June 2017, plus a series of key financial indicators.</p>																																																
		<p><b>Regulatory capital and solvency margins</b></p> <table border="1"> <thead> <tr> <th>INDICATORS AND OWN FUNDS</th> <th>30/6/18</th> <th>30/6/17</th> <th>Minimum levels set by law**</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2" style="text-align: center;"><i>(€m) or %</i></td> <td></td> </tr> <tr> <td>Common Equity Tier 1 – CET1 .....</td> <td>6,746.6</td> <td>7,017.3</td> <td></td> </tr> <tr> <td>Additional Tier 1 – AT1 .....</td> <td>-</td> <td>-</td> <td></td> </tr> <tr> <td>Tier 2 – T2 .....</td> <td>1,828.7</td> <td>1,861.7</td> <td></td> </tr> <tr> <td>Own funds .....</td> <td>8,575.3</td> <td>8,879</td> <td></td> </tr> <tr> <td>RWAs* .....</td> <td>47,362.7</td> <td>52,708.2</td> <td></td> </tr> <tr> <td>Common Equity Tier 1 ratio – CET1 ratio</td> <td>14.24%</td> <td>13.31%</td> <td>7.625%</td> </tr> <tr> <td>Tier 1 ratio – T1 ratio .....</td> <td>14.24%</td> <td>13.31%</td> <td>8.5%</td> </tr> <tr> <td>Total capital ratio .....</td> <td>18.11%</td> <td>16.85%</td> <td>11.1255%</td> </tr> <tr> <td>Risk-weighted assets/Total assets .....</td> <td>65.5%</td> <td>74.8%</td> <td></td> </tr> <tr> <td>Leverage Ratio (temporary)*** .....</td> <td>8.8%</td> <td>9.5%</td> <td></td> </tr> </tbody> </table> <p>* Risk-weighted assets (RWAs) have been calculated using the standardised methodology for credit and market risks and the base methodology for operational risks.</p> <p>** Limits include the Pillar II requisite (1.25%, as per the SREP decision issued on 22 November 2017) imposed by the regulatory authority and the capital conservation buffer (1.875%) for 2018; these limits, as from 1 January 2019, will have to reflect an increased capital conservation buffer of 2.50%, hence the levels will be 8.25% for the CET1 ratio, 9.75% for the Tier 1 ratio, and 11.75% for the total capital ratio, taking the same Pillar II requisite as the benchmark for this purpose.</p>	INDICATORS AND OWN FUNDS	30/6/18	30/6/17	Minimum levels set by law**		<i>(€m) or %</i>			Common Equity Tier 1 – CET1 .....	6,746.6	7,017.3		Additional Tier 1 – AT1 .....	-	-		Tier 2 – T2 .....	1,828.7	1,861.7		Own funds .....	8,575.3	8,879		RWAs* .....	47,362.7	52,708.2		Common Equity Tier 1 ratio – CET1 ratio	14.24%	13.31%	7.625%	Tier 1 ratio – T1 ratio .....	14.24%	13.31%	8.5%	Total capital ratio .....	18.11%	16.85%	11.1255%	Risk-weighted assets/Total assets .....	65.5%	74.8%		Leverage Ratio (temporary)*** .....	8.8%	9.5%	
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- \* Includes financial assets held for trading, AFS securities, financial assets held to maturity and the hedge derivatives.  
 \*\* Includes amounts due to banks, trading liabilities and hedge derivatives.  
 \*\*\* Includes amounts due to clients and financial liabilities recognised at fair value.  
 \*\*\*\* Net balance between amounts due to banks and assets due from banks.

MAIN CONSOLIDATED PROFIT AND LOSS ACCOUNT ITEMS	30/6/18	30/6/17	CHANGES 2018/2017
	€m	€m	%
Net interest income	1,366.0	1,277.5	6.93%
Net fee and commission income	456.3	377.9	20.75%
<b>Total income</b>	<b>2,053.3</b>	<b>1,943.3</b>	<b>5.66%</b>
Net profit from financial and insurance operations	1,890.0	1,687.5	12%
Operating costs	- 1,074.9	-1,035.7	3.78%
<b>Profit before Tax</b>	<b>1,095.8</b>	<b>914.0</b>	<b>19.89%</b>
<b>Net Profit</b>	<b>863.9</b>	<b>750.2</b>	<b>15.16%</b>

**Selected interim financial information.** The following table shows the unaudited consolidated interim financial statements of Mediobanca and its subsidiaries as at 31 December 2018 and 31 December 2017 reviewed by PricewaterhouseCoopers S.p.A..

MAIN CONSOLIDATED BALANCE SHEET ITEMS	31/12/18	31/12/17	CHANGES December 2018/2017
	€m	€m	%
<b>Assets</b>			
Due from banks	7,436.5	6,774.7	9.8%
Due from clients	48,664.7	41,435.8	17.4%
Financial assets	14,945.5*	18,219.0*	-18.0%
<b>Total Assets</b>	<b>76,531.1</b>	<b>72,089.7</b>	<b>6.2%</b>
<b>Liabilities</b>			
Debt securities in issue	20,407.2	19,899.5	2.6%
Financial liabilities**	13,372.8	12,888.2	3.8%
Direct funding (from customers)****	23,769.3	21,721.9	9.4%
Net interbank position*****	5,755.8	5,872.7	-2.0%
Net equity	9,294.1	9,308.3	-0.2%
of which: share capital	460.2	458.6	0.3%

- \* Includes financial assets held for trading, AFS securities, financial assets held to maturity and the hedge derivatives.  
 \*\* Includes financial assets measured at FVTPL, financial assets measured at FVOCI and the hedge derivatives.  
 \*\*\* Includes amounts due to banks and the hedge derivatives.  
 \*\*\*\* Includes amounts due to clients, and financial liabilities recognised at fair value.  
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MAIN CONSOLIDATED PROFIT AND LOSS ACCOUNT ITEMS	31/12/18	31/12/17	CHANGES December 2018/2017
	€m	€m	%
Net interest income	725.3	684.5	6.0%
Net fee and commission income	226.5	204.8	10.6%
<b>Total income</b>	<b>1,032.2</b>	<b>1,055.5</b>	<b>-2.2%</b>
Net profit from financial and insurance operations	943.4	982.8	-4.0%
Operating costs	(526.4)	(497.4)	5.8%

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		Profit before Tax	582.6	606.7	-4.0%																																																															
		Net Profit*	453.0	478.1	-5.2%																																																															
		* This value also includes the minority interest.																																																																		
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NET CASH FLOW (OUTFLOW) DURING YEAR/PERIOD																							
	—	<b>6,425</b>																					
		<p><b>Mediobanca</b></p> <p><i>Material adverse change</i></p> <p>Since 30 June 2018 with respect to Mediobanca there have been no material adverse changes to the prospects of either Mediobanca or the Group headed up by it.</p>																					
		<p><i>Significant changes</i></p> <p>There have been no significant changes to the financial or trading position of Mediobanca or the other companies forming part of the Group since the most recent financial information available, which was disclosed in the unaudited consolidated interim financial statements for the six month ended 31 December 2018.</p>																					
		<p><b>[Mediobanca International]</b></p> <p><i>Material adverse change</i></p> <p>Since 30 June 2018 with respect to Mediobanca International there have been no material adverse changes to the prospects of Mediobanca International.</p>																					
		<p><i>Significant changes</i></p> <p>There have been no significant changes to the financial or trading position of Mediobanca International since the most recent financial information available, which was disclosed in the unaudited non-consolidated interim financial statements for the six month ended 31 December 2018.]</p>																					
<b>B.13</b>	<b>Recent events</b>	<p><b>[Mediobanca]</b></p> <p>Neither Mediobanca nor any company in the Group have carried out transactions that have materially affected or that might be reasonably expected to materially affect, the Mediobanca Group or Mediobanca's ability to meet its obligations.]</p>																					
		<p><b>[Mediobanca International]</b></p> <p>[Mediobanca International has not carried out transactions that have materially affected or that might be reasonably expected to materially affect, Mediobanca International's ability to meet its obligations.]</p>																					

Element	Description of Element	Disclosure requirement
B.14	Issuer dependent upon other entities within the group	<p>[Mediobanca</p> <p>Not applicable. Mediobanca is the parent company of the Mediobanca Group and is not dependent upon other entities within the Mediobanca Group.</p> <p>See also item B.5 above.]</p>
		<p>[Mediobanca International</p> <p>Mediobanca International is part of the Mediobanca Group and is a wholly owned subsidiary of the Mediobanca Group, operating autonomously within the Group and subject to coordination and support of Mediobanca.</p> <p>See also item B.5 above.]</p>
B.15	Principal activities	<p>[Mediobanca</p> <p>As stated in Article 3 of its Articles of Association, Mediobanca's purpose is to raise funds and provide credit in any of the forms permitted especially medium- and long-term credit to corporates.</p> <p>Within the limits laid down by current regulations, Mediobanca may execute all banking, financial and intermediation-related operations and services, and carry out any transaction deemed to be instrumental to or otherwise connected with the achievement of Mediobanca's purpose.]</p>
		<p>[Mediobanca International</p> <p>Mediobanca International may carry out, either within or outside the Grand Duchy of Luxembourg, any banking or financial operations authorised by the law relating to the financial sector.</p>
		<p>Mediobanca International's principal activity consists of raising funds on international markets, by issues of bonds chiefly under a short and medium term notes programme guaranteed by Mediobanca. Mediobanca International is also engaged in corporate lending operations.]</p>
B.16	Control of Issuer	<p>[Mediobanca</p> <p>Not applicable. No individual or entity controls Mediobanca within the meaning of Article 93 of the Italian Legislative Decree No. 58/98.]</p> <p>[Mediobanca International</p> <p>Mediobanca International is 99% owned by Mediobanca.]</p>
B.18	Guarantee	<p>Under the Deed of Guarantee, and in accordance with its terms and subject to the limitations thereof, Mediobanca (the "<b>Guarantor</b>") unconditionally and irrevocably guarantees payment of all amounts due and the performance of any non-cash delivery obligations in respect of Securities issued by Mediobanca International.</p> <p>The payment obligations of the Guarantor under the Deed of Guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor which will rank at all times at least <i>pari passu</i> without any preference among themselves and equally with all other present and future unsecured and unsubordinated obligations of the Guarantor (save for certain mandatory exceptions of applicable law and subject to the application of the bail-in legislation applicable to the Guarantor). In particular, pursuant to the Deed of Guarantee, to the extent under the applicable law, a cap to the maximum amount to be guaranteed is required, the Guarantor shall only be liable up to an amount which is the aggregate of 110 per cent. of an amount equal to the sum of the Exercise Price of each Security of any Tranche of the Securities (in each</p>

Element	Description of Element	Disclosure requirement
		case as specified in the applicable Final Terms). In addition, pursuant to the Deed of Guarantee, the Guarantor has also undertaken to issue an additional guarantee in an amount equal to any liability exceeding the maximum amount mentioned above in relation to any Tranche.
<b>B.19</b>	<b>Information on the Guarantor</b>	[Not applicable.] [Information with respect to Mediobanca is included in this Section B above.]

### Section C – Securities

Element	Description of Element	Disclosure requirement
<b>C.1</b>	<b>Type, class and security identification number of securities being offered</b>	<p>The Securities are Warrants.</p> <p>The Securities are [European Style Warrants] [American Style Warrants].</p> <p>[The ISIN is: [●]].</p> <p>[The Common Code is: [●].]</p> <p>[The CFI is: [●].]</p> <p>[The FISN is: [●].]</p> <p>[The Series Number of the Securities is [●].]</p> <p>[The Tranche number is [●]]</p> <p>[The Securities will be consolidated and form a single series with [<i>identify earlier Tranches</i>] on [the Issue Date].]</p> <p>The Securities are governed by [English]/[Italian] law.</p> <p>The Securities are [cash settled Securities/physically settled Securities].</p> <p>The issue price per the [Security]/[Unit] is [●] (the "<b>Issue Price</b>").</p>
<b>C.2</b>	<b>Currency</b>	Subject to compliance with all relevant laws, regulations and directives, the Securities are issued in [●].
<b>C.5</b>	<b>Restrictions on free transferability</b>	There are restrictions on sales of the Securities into, amongst other jurisdictions, the United States, the European Economic Area (including the United Kingdom and Italy) and Japan.
<b>C.8</b>	<b>Description of rights and ranking</b>	<p>The Securities have terms and conditions relating to, among other matters:</p> <p><b>Status</b></p> <p>The Securities are issued by the relevant Issuer on an unsubordinated basis.</p>

Element	Description of Element	Disclosure requirement
		<p>The Securities will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law and subject to the application of the bail-in legislation applicable to the Issuer) equally with all other unsecured obligations other than unsubordinated obligations, if any, of the Issuer from time to time outstanding.</p> <p><b>Payments in respect of Securities in global form</b></p> <p>All payments in respect of Securities represented by a Global Security will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of that Global Security to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Securityholders for such purpose. A record of each payment so made will be endorsed on each Global Security, which endorsement will be <i>prima facie</i> evidence that such payment has been made in respect of the Securities.</p> <p><b>Payments in respect of Securities in definitive form</b></p> <p>All payments in respect of the Securities in definitive form shall be made against presentation and surrender of the relevant Securities at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due drawn on, or, at the option of the holder, by transfer to an account denominated in that currency with a bank in the principal financial centre of that currency; provided that in the case of Euro, the transfer may be to a Euro account.</p> <p><b>Payments in respect of Securities in dematerialised form</b></p> <p>All payments in respect of Securities in dematerialised form shall be made through an electronic book-entry system managed by Monte Titoli S.p.A. or any other centralised custodian appointed by the relevant Issuer.</p> <p><b>Illegality and <i>force majeure</i></b></p> <p>If the Issuer determines that the performance of its obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities have become (i) illegal in whole or in part for any reason, or (ii) by reason of a <i>force majeure</i> event (such as an act of God, fire, flood, severe weather conditions, or a labour dispute or shortage) or an act of state, impossible or impracticable the relevant Issuer may cancel the Securities by giving notice to Securityholders.</p> <p><b>Further issues and consolidation</b></p> <p>The Issuer may from time to time without the consent of the Securityholders create and issue further Securities so as to be consolidated with and form a single series with the outstanding Securities.</p> <p><b>Substitution</b></p> <p>Subject to the fulfilment of certain conditions, [Mediobanca may at any time (subject to certain conditions as provided in the Terms and Conditions) without the consent of the Securityholders, substitute [itself, or any other third party entity as Issuer in place of Mediobanca International] [Mediobanca International, or any other third party entity as Issuer in place of Mediobanca].</p>
C.11	Trading securities of	[Application [has been]/[is expected to be] made by the Issuer (or on its behalf) for the Securities to be admitted to trading on [Euronext Dublin]/[the Luxembourg Stock Exchange]/[on the multilateral trading facility of [EuroTLX]/[SeDeX]/[include other

Element	Description of Element	Disclosure requirement
		<p><i>trading venues</i>] which is [not] a regulated market for the purpose of Directive 2014/65/EU/[●] [with effect from [●]].</p> <p>[[Borsa Italiana][<i>other stock exchanges</i>] has admitted the Securities to trading on [SeDeX]/[<i>other</i>] with order n. [●] dated [●]. The start date of official trading of the Securities on the [SeDeX]/[<i>other</i>] (the "<b>Trading Start Date</b>") will be set by [Borsa Italiana]/[<i>other stock exchanges</i>] in accordance with its rules. The Trading Start Date shall correspond to the Issue Date].</p> <p>[The Issuer reserves the right to make [further] application[s] for the Securities to be admitted to listing and/or trading on [additional] markets/trading venues.]</p> <p>[The Securities are not intended to be admitted to trading on any market/trading venue.]</p>
C.15	<p><b>How the value of the investment is affected by the value of the underlying instrument(s)</b></p>	<p><b>General</b></p> <p><i>(Insert in case of Yield Enhancement Securities)</i></p> <p>[The Securities are fixed term products which have a fixed return if certain conditions (including [a cap] [,] [knock-out features] [and] [automatic early expiration features]) relating to the Underlying Reference(s) is met. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Participation Securities)</i></p> <p>[The Securities are [fixed term] [open ended] products which have a return linked to the performance of the Underlying Reference(s). The calculation of the return may be based on various mechanisms (including a [knock-in]/[knock-out] feature). There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Leverage Securities)</i></p> <p>[The Securities are [fixed term][open ended] products which have a return linked to the [linear]/[non-linear] performance of the Underlying Reference(s). The calculation of the return is based on various mechanisms (including [knock-in] [and] [knock-out] features). There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Constant Leverage Securities)</i></p> <p>[The Securities are [fixed term][open ended] products which have a return calculated by reference to a fixed daily leverage on the positive or negative performance of the Underlying Reference(s). There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Constant Percentage Securities)</i></p> <p>[The Securities are fixed term products which have a return equal to a fixed percentage. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Normal Performance Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to a participation factor augmented of the performance of the Underlying Reference(s), subject to [a gearing] [and a Cap] [and a Floor]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout - Performance Differential Securities)</i></p>

Element	Description of Element	Disclosure requirement
		<p>[The Securities are fixed term products which have a return linked to the differential in performance between two Underlying References. [Such differential is subject to a participation factor]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Reverse Convertible Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to both the performance of the Underlying Reference(s) and a [knock-in level][Knock-out level]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout - Vanilla Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return calculation can be based on various mechanisms [(including a [knock-in]/[knock-out] feature)]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout - Asian Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s) determined through an averaging method. [The return calculation is based on various mechanisms (including [a cap] [lock-in features]).] There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout - Step Securities)</i></p> <p>[The Securities are fixed term products. The return is linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms [(including [knock-in][and][knock-out] features)]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout - Performance Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms [(including a [knock-in]/[knock-out] feature)]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Capped and Floored Ratchet Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is equal to the sum of returns determined on a given formula (which is [capped]/[floored]). There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Weighted Mixed Payouts Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return calculation is the weighted sum of returns determined using different payout formulas. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Knock-In Mixed Payouts Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return calculation can be based on various payouts</p>

Element	Description of Element	Disclosure requirement
		<p>and various mechanisms [(including a [knock-in] feature)]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Knock-out Mixed Payouts Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return calculation can be based on various payouts and various mechanisms [(including a [knock-out] feature)]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Max Mixed Payouts Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). [The return is the maximum return calculation of different payout formulas.] There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Multiple Final Payout – Leveraged Securities)</i></p> <p>[The Securities are [fixed term] [open ended] products which have a return calculated by reference to a leverage on the positive or negative performance of the Underlying Reference(s). [There is [total]/[partial]/[no capital] protection.]]</p> <p><i>(Insert in case of Single FI FX Vanilla Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms [(including a [knock-in]/[knock-out] feature)]. There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Single FI Digital Securities)</i></p> <p>[The Securities are fixed term products which have a [fixed][variable] return depending on the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms [(including [[floor]/[cap] conditions] [[and][knock-in] [and][knock-out] features]].] [There is [total]/[partial]/[no capital] protection.]</p> <p><i>(Insert in case of Single FI Inflation Securities)</i></p> <p>[The Securities are fixed term products which have a return linked to the performance of the Underlying Reference(s).] [There is [total]/[partial]/[no capital] protection.]</p>
C.16	<b>Expiration or maturity date –exercise date</b>	<p><b>[[Exercise]/[Expiration] Date</b></p> <p>[The [Exercise]/[Expiration] Date of the Securities is [●].]</p> <p><b>[Exercise Period</b></p> <p>The Exercise Period for the Securities is [●] to [●].]</p> <p><i>(Insert if Averaging does not apply to the Securities)</i></p> <p><b>[Settlement Valuation Date</b></p> <p>The Settlement Valuation Date of the Securities is [●], subject to certain adjustment provisions.]</p>

Element	Description of Element	Disclosure requirement
		<p><i>(Insert if Averaging applies to the Securities)</i></p> <p><b>[Averaging Date(s)]</b></p> <p>The Averaging Dates of the Securities are [●], subject to certain adjustment provisions.]</p> <p><b>[Settlement Date]</b></p> <p>The Settlement Date of the Securities is [●].]</p> <p><i>(Insert if Automatic Early Expiration applies to the Securities)</i></p> <p><b>[Automatic Early Expiration]</b></p> <p>If [on any Automatic Early Expiration Valuation Date] [in respect of an Automatic Early Expiration Valuation Period] an Automatic Early Expiration Event occurs, the Securities will be settled early at the [Automatic Early Expiration Amount] [Early Expiration Entitlement] [, less any Expenses not already paid] on the Automatic Early Expiration Date.</p> <p><b>["Automatic Early Expiration Event"]</b> means <i>[insert if FI Underlying Automatic Early Expiration Payout is applicable: the [insert for all Underlying References other than an Alternative Currency: Underlying Reference Level][insert if the Underlying Reference is an Alternative Currency: FX Coupon Performance]</i> is (i) equal to or greater than [insert Automatic Early Expiration Level 1] and (ii) less than or equal to <i>[insert Automatic Early Expiration Level 2]]/[insert if Standard Automatic Early Expiration and MFP AES Valuation are applicable: MFP AES Value 1 in respect of [specify AES Event 1 Underlying(s)] (the "AES Event 1 Underlying(s)") is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [insert Automatic Early Expiration Level 1] [within] [insert AES Range Level] [outside] [insert the AES Range Level 1] [insert if Automatic Early Expiration Event 2 is specified: and/or MFP AES Value 2 in respect of [specify AES Event 2 Underlying(s)] (the "AES Event 2 Underlying(s)") is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [insert Automatic Early Expiration Level 2] [within] [insert AES Range Level] [outside] [insert the AES Range Level 2]]/[insert if Standard Automatic Early Expiration is applicable and MFP AES Valuation is not applicable: [insert if AES Event 1 Basket is not applicable: the Underlying Reference Level 1][insert if AES Event 1 Basket is applicable: the Basket Price 1] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [insert Automatic Early Expiration Level 1] [within] [insert AES Range Level] [outside] [insert the AES Range Level 1] [insert if Automatic Early Expiration Event 2 is specified: and/or [insert if AES Event 2 Basket is not applicable: the Underlying Reference Level 2][insert if AES Event 2 Basket is applicable: the Basket Price 2] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [insert Automatic Early Expiration Level 2] [within] [insert AES Range Level] [outside] [insert the AES Range Level 2]]/[an AES Knock-out occurs]/[that at the Observation Time(s) on an Automatic Early Expiration Valuation Date the Observation Price is [less than or equal to]/[equal to or greater than][the applicable Security Threshold]]/[insert if Single Standard Automatic Early Expiration and MFP AES Valuation are applicable: MFP AES Value is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [insert Automatic Early Expiration Level] [within] [insert AES Range Level] [outside] [insert the AES Range Level]]/[insert if Single Standard Automatic Early Expiration is applicable and MFP AES Valuation is not applicable: [insert in the case of a Single Underlying Reference: the Underlying Reference Level is][insert in the case of a Basket of Underlying References: the Basket Price is] [greater than]/[greater than or equal to]/[less than]/[less than or equal to] [insert Automatic Early Expiration Level] [within] [insert AES Range Level] [outside] [insert the AES Range Level] [insert if Leveraged</i></p>

Element	Description of Element	Disclosure requirement
		<p><i>Automatic Early Expiration is applicable:</i> the Reference Level is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Leveraged Barrier]]]]</p> <p>["<b>Automatic Early Expiration Valuation Date</b>" means [●], subject to adjustment.]</p> <p>["<b>Automatic Early Expiration Date</b>" means [●], subject to adjustment.]</p> <p>["<b>AES Range Level</b>" means [●];]</p> <p>["<b>AES Range Level 1</b>" means [●];]</p> <p>["<b>AES Range Level 2</b>" means [●];]</p> <p>["<b>Underlying Reference Level</b>" means [●].]</p> <p>["<b>FX Coupon Performance</b>" means [●].]</p> <p>["<b>Day Count Fraction</b>" means [●].]</p> <p>["<b>MFP AES Value 1</b>" means [●].]</p> <p>["<b>MFP AES Value 2</b>" means [●].]</p> <p>["<b>Underlying Reference Level 1</b>" means [●].]</p> <p>["<b>Basket Price 1</b>" means [●].]</p> <p>["<b>Underlying Reference Level 2</b>" means [●].]</p> <p>["<b>Basket Price 2</b>" means [●].]</p> <p>["<b>AES Knock-out</b>" means [●].]</p> <p>["<b>Observation Time(s)</b>" means [●].]</p> <p>["<b>Observation Price</b>" means [●].]</p> <p>["<b>MFP AES Value</b>" means [●].]</p> <p>["<b>Leveraged Barrier</b>" means [●].]</p> <p>["<b>Basket Price</b>" means [●].]</p> <p>["<b>Reference Level</b>" means [●].]</p> <p>["<b>Underlying Reference Level</b>" means [●].]</p> <p><i>[Insert if the Securities are "Open End Warrants" or "OET Warrants"]</i></p> <p>The Warrants are [Open End Warrants] [OET Warrants] and do not have any pre-determined maturity and may be settled on any date determined by the Issuer, subject to compliance with the provisions of the Conditions]</p>

Element	Description of Element	Disclosure requirement
C.17	A description of the settlement procedure of the derivative securities	<p><b><i>[Insert if the Securities are Cash Settled Securities:</i></b></p> <p>[Subject as provided in Element C.18 below, the] [The] Issuer shall pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised [Warrant]/[Unit] by credit or transfer [to the Securityholder's account with the Clearing System(s)] [according to the instructions of Monte Titoli, to the accounts of the relevant Monte Titoli Accountholder] for value on the Settlement Date, less any Expenses not already paid, such payment to be made in accordance with the rules of Clearing System(s).</p> <p>The Issuer's obligations will be discharged [by payment to, or to the order of, the Clearing System(s) of the amount so paid] [by payment to the relevant Monte Titoli Accountholders indicated by Monte Titoli of the amount so paid]. [Each of the persons shown in the records of the Clearing System(s) as the holder of a particular amount of the Securities must look solely to relevant Clearing System(s), for their share of each such payment.]</p> <p><b><i>[Insert if the Securities are Physically Settled Securities:</i></b></p> <p>[[Subject as provided in Element C.18 below and] [Subject] to payment of any Expenses with regard to the relevant Securities, the relevant Issuer shall, on the Settlement Date, deliver, or procure the delivery of, the Entitlement for each duly exercised [Warrant]/[Unit] pursuant to the details specified in a notice (the "<b>Exercise Notice</b>") provided by the relevant Securityholder.</p> <p>The Issuer shall have no obligation to make delivery of the Entitlement in respect of such [Security]/[Unit] unless and until a duly completed Exercise Notice is delivered as provided in the terms and conditions. If the duly completed Exercise Notice is delivered after 10.00 a.m. (Local Time) on the Exercise Date, delivery of such Entitlement shall be made as soon as possible thereafter but not earlier than the Settlement Date.</p> <p>For the avoidance of doubt, the relevant holder of a Security shall not be entitled to any additional or further payment by reason of the delivery of the Entitlement in respect of such [Security]/[Unit] occurring after the Settlement Date as a result of such Exercise Notice being delivered after 10.00 a.m. (Local Time) on the Exercise Date.]</p> <p><b><i>[Insert if the Securities have an option to vary settlement:</i></b></p> <p>Upon a valid exercise of Securities in accordance with the Terms and Conditions, the relevant Issuer may, in respect of each such [Warrant]/[Unit], elect [not to pay the relevant Securityholders the Cash Settlement Amount] [not to deliver or procure delivery of the Entitlement to the relevant Securityholders], but, <i>in lieu</i> thereof [to deliver or procure delivery of the Entitlement] [to make payment of the Cash Settlement Amount] on the Settlement Date to the relevant Securityholders, as the case may be. Notification of such election will be given to Securityholders no later than 10.00 a.m. (Luxembourg time) on the second Business Day following the Exercise Date.]</p>
C.18	Return on the derivative securities	<p><b><i>[Settlement</i></b></p> <p>Unless previously purchased or cancelled, each [Security]/[Unit] entitles its holder to receive from the Issuer on the Settlement Date <i>[Insert in the case of cash settled Warrants: a Cash Settlement Amount equal to:]</i><i>[Insert in the case of physically settled Warrants: the Entitlement, being the quantity of [specify relevant assets] (the "Relevant Assets") equal to:]</i></p>

Element	Description of Element	Disclosure requirement
		<p><b>Final Payout</b></p> <p><b>[Single Final Payout - Parity and Exchange Securities]</b></p> <p>(i) if Settlement Price Final is less than or equal to the Maximum Payout Amount:  <math display="block">\frac{\text{Settlement Price Final}}{\text{Parity} \times \text{Exchange Rate Final}}; \text{ OR}</math></p> <p>(ii) if Settlement Price Final is greater than the Maximum Payout Amount:  <math display="block">\frac{\text{Maximum Payout Amount}}{\text{Parity} \times \text{Exchange Rate Final}}</math></p> <p><b>[Single Final Payout - Capped Speed Securities]</b></p> <p>(i) if Settlement Price Final is greater than the Strike Price:  <math display="block">\left[ \frac{\text{Strike Price} + \text{Speed Factor} \times [\text{Min}(\text{Upper Level}; \text{Settlement Price Final}) - \text{Strike Price}]}{\text{Parity} \times \text{Exchange Rate Final}} \right]</math></p> <p>(ii) if Settlement Price Final is less than or equal to the Strike Price:  <math display="block">\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math></p> <p><b>[Single Final Payout - Capped Bonus Parity Exchange Securities]</b></p> <p>(i) if Settlement Price Final is greater than the Barrier Level:  <math display="block">\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}</math></p> <p>(ii) if Settlement Price Final is less than or equal to the Barrier Level:  <math display="block">\frac{\text{Min}[\text{Settlement Price Final}; \text{Cap Level}]}{[\text{Parity} \times \text{Exchange Rate Final}]}</math></p> <p><b>[Single Final Payout - Continuous Capped Bonus Parity Exchange Securities]</b></p> <p>(i) if the Underlying Reference Level has never been less than or equal to the Barrier Level at any time on any Observation Date during the Observation Period:  <math display="block">\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}</math></p> <p>(ii) otherwise:  <math display="block">\frac{\text{Min}[\text{Settlement Price Final}; \text{Cap Level}]}{[\text{Parity} \times \text{Exchange Rate Final}]}</math></p> <p><b>[Single Final Payout - Standard Express Securities]</b></p> <p>(i) if Settlement Price Final is greater than the Barrier Level:  Express Amount; or</p> <p>(ii) if Settlement Price Final is less than or equal to the Barrier Level:</p>

Element	Description of Element	Disclosure requirement
		<p style="text-align: center;"><math>\text{Issue Price} \times \left( \frac{\text{Settlement Price Final}}{\text{Strike Price}} \right)</math></p> <p><b>[Single Final Payout – Continuous Reverse Level Parity Exchange Securities</b></p> <p>(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is less than the Barrier Level:</p> $\frac{\text{Reverse Level} - \text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>(ii) otherwise:</p> $\text{Max} \left[ 0; \frac{\text{Reverse Level} - \text{Max} [\text{Settlement Price Final}; \text{Cap Level}]}{\text{Parity} \times \text{Exchange Rate Final}} \right]$ <p><b>[Single Final Payout - Forex DivReinvested Fees Securities</b></p> $\text{Cert}_{(t_0)} \times \text{AF}_{(t)} \times \left[ \text{UR}_{(t)} \times \text{Fx}_{(t)} / (\text{UR}_{(t_0)} \times \text{Fx}_{(t_0)}) \right]$ <p>where:</p> <p>["ACT<sub>(i,i-1)</sub>"] means the number of calendar days between two ACT Days;</p> <p>["ACT Day"] means [●];</p> <p>["AF<sub>(t)</sub>"] means fees factor<sub>(t)</sub> × div reinvested factor<sub>(t)</sub>;</p> <p>["Applicable Withholding Tax"] means a percentage calculated by the Calculation Agent representing the amount of taxes deducted or withheld at source by or on behalf of any applicable authority having the power to tax in respect of any cash dividends ex-dividend at date <sub>t<sub>i</sub></sub> payable in respect of the [Share] [a constituent share in the Index] pursuant to any applicable double taxation treaty or domestic law prevailing at the time of the distribution;</p> <p>["Cert<sub>(t<sub>0</sub>)</sub>"] means [●];</p> <p>["div reinvested factor<sub>(t)</sub>"] means: [Product <sub>(t<sub>i</sub>=t<sub>0</sub>+1)</sub> to <sub>(t<sub>i</sub>=t)</sub> (1 + Div Percentage × Gross div<sub>(t<sub>i</sub>)</sub> / UR<sub>(t<sub>i</sub>-1)</sub>); [1];</p> <p>["Div Percentage"] means: [●] [1 – Applicable Withholding Tax];</p> <p>["Exchange Rate Previous"] means [Exchange Rate Initial] [Exchange Rate] on the Initial Valuation Date;</p> <p>["fees"] means [●];</p> <p>["fees factor<sub>(t)</sub>"] means Product <sub>(t<sub>i</sub>=t<sub>0</sub>+1)</sub> to <sub>(t<sub>i</sub>=t)</sub> (1 – fees × ACT<sub>(i,i-1)</sub>/360);</p> <p>["First Valuation Date"] means [●];</p> <p>["Fx<sub>(t)</sub>"] means Exchange Rate Final;</p> <p>["Fx<sub>(t<sub>0</sub>)</sub>"] means Exchange Rate Previous;</p> <p>["Gross div<sub>(t<sub>i</sub>)</sub>"] means [any ordinary cash dividends (before deduction of any withholding or deduction of taxes at source by or on behalf of any applicable authority having the power to tax in respect of such dividend and without any tax credit refund</p>

Element	Description of Element	Disclosure requirement
		<p>or deduction granted by any applicable authority having the power to tax in respect of such dividend) ex-dividend at date<sub>ti</sub> and effectively paid] [any ordinary cash dividends (before deduction of any withholding or deduction of taxes at source by or on behalf of any applicable authority having the power to tax in respect of such dividend and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividend) ex-dividend at date<sub>ti</sub> on any constituent share in such Index at date<sub>ti</sub>, taking into account the weight of such constituent share at date<sub>ti-1</sub> and effectively paid], provided that if no ordinary cash dividends are paid ex-dividend at date<sub>ti</sub>, Gross div<sub>(ti)</sub> will be zero;]</p> <p>["<b>Initial Valuation Date</b>" is [●]. The Initial Valuation Date shall be deemed to be a Valuation Date;]</p> <p>["<b>UR<sub>(t)</sub></b>" means Settlement Price Final;]</p> <p>["<b>UR<sub>(ti-1)</sub></b>" means the Settlement Price of the Underlying Reference on the Scheduled Trading Day prior to the Dividend ex Date<sub>(ti-1)</sub>];]</p> <p>["<b>UR<sub>(t0)</sub></b>" means the Settlement Price of the Underlying Reference on the First Valuation Date.]]</p> <p><b>[Single Final Payout – Continuous Bonus Floored Exchange Parity Securities</b></p> <p>(i) if the Underlying Reference Level has never been less than or equal to the Barrier Level at any time on any Observation Date during the Observation Period:</p> $\frac{\text{Max [Settlement Price Final; Bonus Level]}}{[\text{Parity} \times \text{Exchange Rate Final}]}, \text{ or}$ <p>(ii) otherwise:</p> $\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>]</p> <p><b>[Single Final Payout – Continuous Capped Reverse Level Parity Exchange Securities</b></p> <p>(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level has been less than the Barrier Level:</p> $\frac{\text{Reverse Level} - \text{Min [Bonus Level; Settlement Price Final]}}{[\text{Parity} \times \text{Exchange Rate Final}]}, \text{ or}$ <p>(ii) otherwise:</p> $\text{Max} \left[ \frac{\text{Floor Level}}{(\text{Parity} \times \text{Exchange Rate Final})}; \frac{(\text{Reverse Level} - \text{Settlement Price Final})}{(\text{Parity} \times \text{Exchange Rate Final})} \right]$ <p>where</p> <p>["<b>Floor Level</b>" is [●].]</p>

Element	Description of Element	Disclosure requirement
		<p><b>[Single Final Payout – Continuous Bonus Barrier Securities</b></p> <p>(i) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and equal to or greater than the Bonus Level:</p> <p>(A) if Settlement Price Final is less than or equal to the Bonus Level:</p> $\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$ <p>(B) if Settlement Price Final is greater than the Bonus Level:</p> $\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>(ii) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and at all times less than the Bonus Level:</p> $\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$ <p>(iii) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:</p> <p>(A) if Settlement Price Final is less than or equal to the Bonus Level:</p> $\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$ <p>(B) if Settlement Price Final is greater than the Bonus Level:</p> $\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p><b>[Single Final Payout – Capped Continuous Bonus Barrier Securities</b></p> <p>(i) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and equal to or greater than the Bonus Level:</p> <p>(A) if Settlement Price Final is less than or equal to the Bonus Level:</p> $\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$ <p>(B) if Settlement Price Final is greater than the Bonus Level:</p> $\text{Min} \frac{[\text{Settlement Price Final, Cap Percentage 1}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>(ii) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and at all times less than the Bonus Level:</p> $\text{Min} \frac{[\text{Settlement Price Final, Cap Percentage 2}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$

Element	Description of Element	Disclosure requirement
		<p>(iii) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:</p> <p>(A) if Settlement Price Final is less than or equal to the Bonus Level:</p> $\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$ <p>(B) if Settlement Price Final is greater than the Bonus Level:</p> $\text{Min} \frac{[\text{Settlement Price Final, Cap Percentage 3}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p><b>[Single Final Payout - Lower Collared Knock-Out Securities]</b></p> <p>(i) if the Settlement Price Final is equal to or greater than the Upper Level:</p> $\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>(ii) if the Settlement Price Final is greater than the Lower Level and less than the Upper Level:</p> $\frac{\text{Settlement Price Final} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$ <p>(iii) if the Settlement Price Final is less than or equal to the Lower Level:</p> $\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>where:</p> <p>"Final Level" is [●].]</p> <p><b>[Single Final Payout - Upper Collared Knock-Out Securities]</b></p> <p>(i) if the Settlement Price Final is less than or equal to the Lower Level:</p> $\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>(ii) if the Settlement Price Final is greater than the Lower Level but less than the Upper Level:</p> $\frac{\text{Upper Level} - \text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$ <p>(iii) if the Settlement Price Final is equal to or greater than the Upper Level:</p> $\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ <p>where:</p> <p>"Final Level" is [●].]</p>

Element	Description of Element	Disclosure requirement
		<p><b>[Single Final Payout - Continuous Lower Knock-Out Securities</b></p> <p>(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Lower Level:</p> <p>(A) if Settlement Price Final is greater than the Lower Level:  <math display="block">\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math>; or</p> <p>(B) if Settlement Price Final is less than or equal to the Lower Level:  <math display="block">\frac{\text{Final Level 1}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math>; or</p> <p>(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Lower Level:</p> <p>(A) if Settlement Price Final is equal to or greater than the Upper Level:  <math display="block">\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math>;</p> <p>(B) if Settlement Price Final is greater than the Lower Level but less than the Upper Level:  <math display="block">\frac{\text{Settlement Price Final} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math> or</p> <p>(C) if the Settlement Price Final is less than or equal to the Lower Level:  <math display="block">\frac{\text{Final Level 2}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math></p> <p>where:</p> <p>["Final Level 1" is [●];]</p> <p>["Final Level 2" is [●].]</p> <p><b>[Single Final Payout - Continuous Upper Knock-Out Securities</b></p> <p>(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is less than the Upper Level:</p> <p>(A) if Settlement Price Final is less than the Upper Level:  <math display="block">\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math>; or</p> <p>(B) if Settlement Price Final is equal to or greater than the Upper Level:  <math display="block">\frac{\text{Final Level 1}}{[\text{Parity} \times \text{Exchange Rate Final}]}</math>; or</p> <p>(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is equal to or greater than the Upper Level:</p> <p>(A) if Settlement Price Final is less than or equal to the Lower Level:</p>

Element	Description of Element	Disclosure requirement
		$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ ; or (B) if Settlement Price Final is greater than the Lower Level but less than the Upper Level: $\frac{\text{Upper Level} - \text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ ; or (C) if Settlement Price Final is equal to or greater than the Upper Level: $\frac{\text{Final Level 2}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ where: ["Final Level 1" is [●].] ["Final Level 2" is [●].] <b>[Single Final Payout – Standard Call and Put Securities</b> $\left[ \frac{\text{Max}(0; \text{Settlement Price Final} - \text{Strike Price})}{[\text{Parity} \times \text{Exchange Rate Final}]} \right]$ $\left[ \frac{\text{Max}(0; \text{Strike Price} - \text{Settlement Price Final})}{[\text{Parity} \times \text{Exchange Rate Final}]} \right]$ <b>[Single Final Payout - Knock-In Call and Put Securities</b> [ (A) if no Knock-in Event has occurred, $\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ ; or (B) if a Knock-in Event has occurred but no Knock-out Event has occurred: $\frac{\text{Max}(0; \text{Settlement Price Final} - \text{Strike Price})}{[\text{Parity} \times \text{Exchange Rate Final}]}]$ [ (A) if no Knock-in Event has occurred, $\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$ (B) if a Knock-in Event has occurred but no Knock-out Event has occurred: $\frac{\text{Max}(0; \text{Strike Price} - \text{Settlement Price Final})}{[\text{Parity} \times \text{Exchange Rate Final}]}$ ] where: "Final Level" is [●].

Element	Description of Element	Disclosure requirement
		<p><b>[Single Final Payout - Leverage Factor Securities</b></p> <p>[the Bull Warrant Value on the relevant Valuation Date]</p> <p>[the Bear Warrant Value on the relevant Valuation Date]</p> <p>in each case, converted into the Settlement Currency at the Exchange Rate on the relevant Valuation Date.</p> <p>Where:</p> <p>["<b>Adjusted Bear CV</b>" or "<b>Adjusted Bull CV</b>" means an amount calculated by the Calculation Agent in accordance with the Bear CV<sub>t</sub> formula or the Bull CV<sub>t</sub> formula, except that:</p> <ul style="list-style-type: none"> <li>(i) with respect to any calculation to be made following the first Reset Event occurring during an Observation Time Period (the "<b>Relevant Observation Time Period</b>"): U<sub>t</sub> will be the Reset Price calculated following the relevant Reset Event Determination Time;</li> <li>(ii) with respect to any subsequent Reset Events occurring within the Relevant Observation Time Period: <ul style="list-style-type: none"> <li>(a) Bear CV<sub>t-1</sub> will be the Adjusted Bear CV and Bull CV<sub>t-1</sub> will be the Adjusted Bull CV, as the case may be, last calculated prior to the relevant Reset Event Determination Time;</li> <li>(b) FC<sub>t</sub> is equal to (0) zero;</li> <li>(c) U<sub>t</sub> is the Reset Price calculated following the relevant Reset Event Determination Time;</li> <li>(d) U<sub>t-1</sub> is the Reset Price last calculated prior to the relevant Reset Event Determination Time;</li> <li>(e) [<i>div<sub>t</sub><sup>net</sup></i> and <i>div<sub>t</sub><sup>gross</sup></i> will be equal to (0) zero];</li> <li>(f) [rc<sub>t-1</sub> will be equal to (0) zero].]</li> </ul> </li> </ul> <p>["<b>Bear CV<sub>0</sub></b>" means the Issue Price per Warrant converted into the Calculation Currency at the Exchange Rate on the Relevant Business Day preceding the Commencement Date (t=0);]</p> <p>["<b>Bear CV<sub>t-1</sub></b>" means, in respect of the calculation of Bear CV<sub>t</sub>, the Bear Warrant Value last calculated, provided that, the Bear CV<sub>t-1</sub> for the Listing Date is Bear CV<sub>0</sub>];</p> <p>["<b>Bear Warrant Value</b>" or "<b>Bear CV<sub>t</sub></b>" means, in respect of a Relevant Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:</p> $\left[ \max \left[ \text{Bear CV}_{t-1} \times \left( 1 - L \times \left( \frac{U_t + \text{div}_t^{\text{gross}}}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times \text{Bear CV}_{t-1} \right] \right]$ $\left[ \max \left[ \text{Bear CV}_{t-1} \times \left( 1 - L \times \left( \frac{U_t}{U_{t-1} + rc_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times \text{Bear CV}_{t-1} \right] \right]$

Element	Description of Element	Disclosure requirement
		<p><math display="block">\left[ \max \left[ \text{Bear CV}_{t-1} \times \left( 1 - L \times \left( \frac{U_t}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times \text{Bear CV}_{t-1} \right] \right]</math></p> <p>["<b>Bull CV<sub>0</sub></b>" means the Issue Price per Warrant converted into the Calculation Currency at the Exchange Rate on the Relevant Business Day preceding the Commencement Date (t=0);]</p> <p>["<b>Bull Warrant Value</b>" or "<b>Bull CV<sub>t</sub></b>" means, in respect of a Relevant Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:</p> <p><math display="block">\left[ \max \left[ \text{Bull CV}_{t-1} \times \left( 1 + L \times \left( \frac{U_t + \text{div}_t^{\text{net}}}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times \text{Bull CV}_{t-1} \right] \right]</math></p> <p><math display="block">\left[ \max \left[ \text{Bull CV}_{t-1} \times \left( 1 + L \times \left( \frac{U_t}{U_{t-1} + rc_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times \text{Bull CV}_{t-1} \right] \right]</math></p> <p><math display="block">\left[ \max \left[ \text{Bull CV}_{t-1} \times \left( 1 + L \times \left( \frac{U_t}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times \text{Bull CV}_{t-1} \right] \right]</math></p> <p>["<b>Bull CV<sub>t-1</sub></b>" means, in respect of the calculation of Bull CV<sub>t</sub>, the Bull Warrant Value last calculated, provided that the Bull CV<sub>t-1</sub> for the Listing Date is Bull CV<sub>0</sub>;</p> <p>["<b>Calculation Currency</b>" means [the currency of the Underlying Reference] [the Alternative Currency];]</p> <p>["<b>Calculation Time</b>," means [the Scheduled Closing Time] [the time at which the official closing level of the relevant Index is published] [the time at which the First Traded Price of the relevant Futures or Option Exchange is published]) [the Valuation Time], [on such Relevant Business Day;]</p> <p>["<b>Calculation Time<sub>t-1</sub></b>" means [●];]</p> <p>["<b>Commencement Date</b>" means, the Listing Date (t=1);]</p> <p>["<b>Cut-off Time</b>" means [[●]] [7.00 p.m. (local time in the city in which the relevant Exchange or Futures or Options Exchange is situated), in the case of a normal trading session and 3.00 p.m. (local time in the city in which the relevant Exchange or Futures or Options Exchange is situated), in the case of a half day trading session];]</p> <p>["<b>div<sub>t</sub><sup>gross</sup></b>" means, in respect of an Ex-Dividend Date, [an amount determined by the Calculation Agent equal to the sum of the gross cash dividends and/or other cash distributions payable in respect of [●]] [in respect of each share comprising the Index (an "<b>Index Share</b>") related to such Ex-Dividend Date;]</p> <p>["<b>div<sub>t</sub><sup>net</sup></b>" means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to the sum of the cash dividends and/or other cash distributions payable in respect of [●]] [in respect of each share comprising the Index] related to such Ex-Dividend Date less any taxes deducted or withheld at source by or on behalf of any applicable authority having the power to tax in respect of such dividends pursuant to any applicable double taxation treaty or domestic law prevailing at the time of the distribution;]</p> <p>["<b>Ex-Dividend Date</b>" means, the date on which the [Share] [share comprising the Index] becomes "ex-dividend" as determined by the Calculation Agent;]</p>

Element	Description of Element	Disclosure requirement
		<p>["Fee" or "F" means [●];]</p> <p>["Fee Range" means [●];]</p> <p>["Financing Component<sub>(0)</sub>" or "FC<sub>t</sub>" means, in respect of a Relevant Business Day:</p> <p><math>[-CV_{t-1} \times ((-L - 1) \times (r_{t-1}^u - rm) + L \times (hc + F)) \times n(t - 1, t)]</math></p> <p><math>[-CV_{t-1} \times ((L - 1) \times (r_{t-1}^u + rm) + L \times (hc + F)) \times n(t - 1, t)]</math></p> <p><math>[-CV_{t-1} \times (- (r_{t-1}^u - rm) + L \times (hc + F)) \times n(t - 1, t)]</math></p> <p><math>[-CV_{t-1} \times (- (r_{t-1}^u - rm) + L \times (hc + F)) \times n(t - 1, t)]</math></p> <p><math>[-CV_{t-1} \times (- r_{t-1}^{ub} - L \times (r_{t-1}^{ub} - r_{t-1}^{ur} - rm) + L \times (hc + F)) \times n(t - 1, t)]</math></p> <p><math>[-CV_{t-1} \times (- r_{t-1}^{ub} + L \times (r_{t-1}^{ub} - r_{t-1}^{ur} + rm) + L \times (hc + F)) \times n(t - 1, t)]</math></p> <p>["Hedging Cost" or "hc" means [●] [If the cost of hedging the Securities materially exceeds such specified percentage, the Calculation Agent acting in good faith and in a commercially reasonable manner, may adjust the Hedging Cost, to reflect this change [save that the Hedging Cost will [not be less than the Minimum Hedging Cost] [and] [will not exceed the Maximum Hedging Cost.]]</p> <p>["Interest Margin" or "rm" means [●]. The Calculation Agent may adjust the Interest Margin, acting in good faith and in a commercially reasonable manner, to reflect any disparity between the Reference Interest Rate and the Issuer's funding rate, [save that the Interest Margin will [not be less than the Minimum Interest Margin] [and] [will not exceed the Maximum Interest Margin];</p> <p>["Leverage Factor" or "L" means [●];]</p> <p>["Maximum Hedging Cost" means [●];]</p> <p>["Maximum Interest Margin" means [●];]</p> <p>["Minimum Hedging Cost" means [●];]</p> <p>["Minimum Interest Margin" means [●];]</p> <p>["Observation Price" means [●];]</p> <p>["Observation Price Source" means [●];]</p> <p>["Observation Time Period" means, in respect of a Relevant Business Day, the period of time from but excluding Calculation Time<sub>t-1</sub> to and including Calculation Time<sub>t</sub>;]</p> <p>["Rate Period" or "n(t-1,t)" means, in respect of a Relevant Business Day, the number of calendar days from (and including) the Relevant Business Day immediately preceding such Relevant Business Day to (but excluding) such Relevant Business Day, divided by 360;]</p> <p>["Reference Floating Rate" means [●];]</p> <p>["Reference Floating Rate Option" means [●];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Reference Floating Rate Option Page</b>" means [●];]</p> <p>["<b>Reference Floating Rate Option Time</b>" means [●];]</p> <p>["<b>Reference Interest Rate</b>", "<math>r_{t-1}^u</math>", "<math>r_{t-1}^{ub}</math>" or "<math>r_{t-1}^{ur}</math>" means [●];]</p> <p>["<b>Relevant Business Day</b>" means [●];]</p> <p>["<b>Reset Price</b>" means the price of the Underlying Reference determined by the Calculation Agent by reference to the price obtained by unwinding any underlying related hedging arrangements in respect of the relevant Security during the Unwinding Time Period immediately following the relevant Reset Event Determination Time. The Unwinding Time Period shall occur during the opening hours of [●];]</p> <p>["<b>Reset Threshold</b>" means, in respect of a Relevant Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:</p> <p>(i) <math>[(1 + P_{reset}) \times U_{t-1} - div_t^{gross}]</math></p> <p>(ii) <math>[(1 - P_{reset}) \times U_{t-1} - div_t^{net}]</math></p> <p>(iii) <math>[(1 + P_{reset}) \times (U_{t-1} + rc_{t-1})]</math></p> <p>(iv) <math>[(1 - P_{reset}) \times (U_{t-1} + rc_{t-1})]</math></p> <p>(v) <math>[(1 + P_{reset}) \times U_{t-1}]</math></p> <p>(vi) <math>[(1 - P_{reset}) \times U_{t-1}]</math></p> <p>[<b>provided that:</b></p> <p>[at Calculation Time<sub>t</sub> on such Relevant Business Day [the "Reset Threshold" will be reset and calculated as provided above except that references to "U<sub>t-1</sub>" will be deemed to be references to "U<sub>t</sub>"] [references to "rc<sub>t-1</sub>" will be deemed to be references to "rc<sub>t</sub>";]</p> <p>[the Reset Threshold will be reset on the occurrence of each Reset Event and will be calculated in accordance with the Reset Threshold formula] [except that:</p> <p>[U<sub>t-1</sub> is the Reset Price last calculated before the relevant Reset Event Determination Time;]</p> <p>[div<sub>t</sub><sup>net</sup>] [r div<sub>t</sub><sup>gross</sup>] is equal to (0) zero;</p> <p>[rc<sub>t-1</sub> is equal to (0) zero].]</p> <p>["<b>Reset Threshold Percentage</b>" or "<b>P<sub>reset</sub></b>" means [●];]</p> <p>["<b>Rollover Costs<sub>t</sub></b>" or "<b>rc<sub>t</sub></b>" means, in respect of a Relevant Business Day, [where the Relevant Business Day is not a Futures Rollover Date, zero] [where the Relevant Business Day is a Futures Rollover Date, an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the [Current Exchange-traded Contract] [or] [the relevant Futures Contract], as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next [Current Exchange-traded Contract] [or] [Futures Contract], as the case may be, [in each case]</p>

Element	Description of Element	Disclosure requirement
		<p>in respect of the relevant Futures Rollover Date, such amount to be allocated <i>pro rata</i> amongst the Securities.]]</p> <p>["<b>Rollover Costs<sub>t-1</sub></b>" or "<b><math>rc_{t-1}</math></b>" means, in respect of a Relevant Business Day, [where the immediately preceding Relevant Business Day is not a Futures Rollover Date, zero] [where the immediately preceding Relevant Business Day is a Futures Rollover Date, an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in [the Current Exchange-traded Contract] [or] [the relevant Futures Contract], as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in [the next Current Exchange-traded Contract] [or] [Futures Contract], [in each case] in respect of the relevant Futures Rollover Date, such amount to be allocated <i>pro rata</i> amongst the Securities;]]</p> <p>["<b>Settlement Currency</b>" means [●];]</p> <p>["<b>Settlement Price</b>" means [●];]</p> <p>["<b>Underlying Price<sub>(t)</sub></b>" or "<b>U<sub>(t)</sub></b>" means, in respect of a Relevant Business Day and subject as provided in [●] [the Settlement Price on such Relevant Business Day] [[if the Relevant Business Day is the Valuation Date], the Settlement Price on such Relevant Business Day], [[if the Relevant Business Day is not the Valuation Date] the Settlement Price]] [the First Traded Price in each case on such Relevant Business Day];]</p> <p>["<b>Underlying Price<sub>(t-1)</sub></b>" or "<b>U<sub>(t-1)</sub></b>" means, in respect of a Relevant Business Day, the Underlying Price(t) for the Relevant Business Day immediately preceding such day;]</p> <p>["<b>Unwinding Time Period</b>" means a period of [●];]</p> <p>["<b>Valuation Date</b>" means [●].]</p> <p>[The above is subject to certain adjustments].]]</p> <p><b>Multiple Final Payout – Constant Percentage Securities</b></p> <p><math>RV \times \text{Constant Percentage 1}</math></p> <p><b>Multiple Final Payout - Normal Performance Securities</b></p> <p><math>[RV \times [\text{Constant Percentage} + \text{Participation Factor} \times \text{Final Settlement Value}]]</math></p> <p><math>[RV \times \text{Max } [0\%; \text{Constant Percentage} + \text{Participation Factor} \times \text{Final Settlement Value}]]</math></p> <p><math>[RV \times [\text{Constant Percentage} + \text{Participation Factor} \times \text{Max (Floor Percentage, Gearing} \times \text{Final Settlement Value)}]]</math></p> <p><math>[RV \times [\text{Constant Percentage} + \text{Participation Factor} \times \text{Min (Floor Percentage, Gearing} \times \text{Final Settlement Value)}]]</math></p> <p><math>[RV \times \{ \text{Constant Percentage} + \text{Participation Factor 1} \times \text{Min } [(\text{Cap Percentage}; \text{Participation Factor 2} \times \text{Max (Floor Percentage; Gearing} \times \text{Final Settlement Value)})] \}</math></p> <p>where:</p> <p>["<b>Participation Factor 1</b>" is [●];]</p>

Element	Description of Element	Disclosure requirement
		<p>["Participation Factor 2" is [●].]</p> <p><b>[Multiple Final Payout - Performance Differential Securities</b></p> <p><math>RV \times [\text{Constant Percentage} + \text{Participation Factor} \times (\text{Beta 1} \times \text{Final Settlement Value 1} - \text{Beta 2} \times \text{Final Settlement Value 2})]</math></p> <p>where</p> <p>["Beta 1" is [●].];</p> <p>["Beta 2" is [●].]</p> <p><b>[Multiple Final Payout – 1 -Way Floor Securities</b></p> <p><math>RV \times [\text{Constant Percentage 1} + \text{Max} (\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Constant Percentage 3})]</math></p> <p>where:</p> <p>["Option" means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["EDS" means <math>\text{Max} (\text{EDS Percentage}, \text{Min} (\text{Constant Percentage 4} - \text{nEDS} \times \text{Loss Percentage}, \text{Constant Percentage 5}))</math>];</p> <p>["nEDS" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than], EDS Barrier Percentage;]</p> <p>["EDS Percentage" is [●].];</p> <p>["EDS Barrier Percentage" is [●].];</p> <p>["Forward" means <math>\text{Final Settlement Value} - \text{Strike Percentage}</math>];</p> <p>["Put" means <math>\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4})</math>];</p> <p>["Put Spread" means <math>\text{Min} (\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4}); \text{Spread Percentage})</math>];</p> <p>["Spread Percentage" means [●].];</p> <p>["Call" means <math>\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4})</math>];</p> <p>["Call Spread" means <math>\text{Min} (\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4}); \text{Spread Percentage})</math>];</p> <p>[provided that no Cash Settlement Amount will be payable and Physical Delivery will apply]]</p> <p><b>[Multiple Final Payout – 1 -Way Cap Securities</b></p> <p><math>RV \times [\text{Constant Percentage 1} + \text{Min} (\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Constant Percentage 3})]</math></p> <p>where:</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Option</b>" means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>" means <math>\text{Max (EDS Percentage, Min (Constant Percentage 4 - nEDS} \times \text{Loss Percentage, Constant Percentage 5))}</math>];]</p> <p>["<b>nEDS</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>EDS Percentage</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage</b>" is [•];]</p> <p>["<b>Forward</b>" means Final Settlement Value – Strike Percentage;]</p> <p>["<b>Put</b>" means <math>\text{Max (Strike Percentage - Final Settlement Value; Constant Percentage 4)}</math>];]</p> <p>["<b>Put Spread</b>" means <math>\text{Min (Max (Strike Percentage - Final Settlement Value; Constant Percentage 4); Spread Percentage)}</math>];]</p> <p>["<b>Spread Percentage</b>" means [•];]</p> <p>["<b>Call</b>" means <math>\text{Max (Final Settlement Value - Strike Percentage; Constant Percentage 4)}</math>];]</p> <p>["<b>Call Spread</b>" means <math>\text{Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 4); Spread Percentage)}</math>];]</p> <p>[provided that no Cash Settlement Amount will be payable and Physical Delivery will apply]]</p> <p><b>[Multiple Final Payout – 2-Way Securities</b></p> <p><math>\text{RV} \times [2\text{-Way Percentage} + \text{Participation Factor 1} \times \text{Max (Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1; Constant Percentage 2)} + \text{Participation Factor 2} \times \text{Min (Constant Percentage 3} + \text{Gearing 2} \times \text{Option 2; Constant Percentage 4)}]</math></p> <p>where:</p> <p>["<b>2-Way Percentage</b>" is [•];]</p> <p>["<b>Participation Factor 1</b>" is [•];]</p> <p>["<b>Participation Factor 2</b>" is [•];]</p> <p>["<b>Gearing 1</b>" is [•];]</p> <p>["<b>Gearing 2</b>" is [•];]</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p>

Element	Description of Element	Disclosure requirement
		<p><b><u>Option 1</u></b></p> <p>["EDS 1" means Max (EDS Percentage 1, Min (Constant Percentage 5 – nEDS 1 × Loss Percentage 1, Constant Percentage 6));</p> <p>["nEDS 1" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["EDS Percentage 1" is [•];]</p> <p>["EDS Barrier Percentage 1" is [•];]</p> <p>["Forward 1" means Final Settlement Value 1 – Strike Percentage 1;]</p> <p>["Put 1" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 7);]</p> <p>["Put Spread 1" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 8); Spread Percentage 1);]</p> <p>["Spread Percentage 1" means [•];]</p> <p>["Call 1" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9);]</p> <p>["Call Spread 1" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 10); Spread Percentage 1);]</p> <p>["Strike Percentage 1" means [•];]</p> <p><b><u>Option 2</u></b></p> <p>["EDS 2" means Max (EDS Percentage 2, Min (Constant Percentage 11 – nEDS 2 × Loss Percentage 2, Constant Percentage 12));]</p> <p>["nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["EDS Percentage 2" is [•];]</p> <p>["EDS Barrier Percentage 2" is [•];]</p> <p>["Forward 2" means Final Settlement Value 2 – Strike Percentage 2;]</p> <p>["Put 2" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 13);]</p> <p>["Put Spread 2" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 14); Spread Percentage 2);]</p> <p>["Spread Percentage 2" means [•];]</p> <p>["Call 2" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Call Spread 2</b>" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 16); Spread Percentage 2)]</p> <p>["<b>Strike Percentage 2</b>" means [•];]</p> <p>[provided that no Cash Settlement Amount will be payable and Physical Delivery will apply]]</p> <p><b>[Multiple Final Payout – KI – Reverse Convertible Securities</b></p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;">RV × Constant Percentage 1; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;">[RV × Max (Constant Percentage 2 + Gearing × Option; Floor Percentage)]</p> <p style="padding-left: 40px;">[RV × Min (Constant Percentage 2+ Gearing × Option; Cap Percentage)]</p> <p>where:</p> <p>["<b>Option</b>" means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>" means Max (EDS Percentage, Min (Constant Percentage 3 – nEDS × Loss Percentage, Constant Percentage 4));]</p> <p>["<b>EDS Percentage</b>" is [•];]</p> <p>["<b>nEDS</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>EDS Barrier Percentage</b>" is [•];]</p> <p>["<b>Forward</b>" means Final Settlement Value – Strike Percentage;]</p> <p>["<b>Put</b>" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 3);]</p> <p>["<b>Put Spread</b>" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 3); Spread Percentage);]</p> <p>["<b>Call</b>" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 4);]</p> <p>["<b>Call Spread</b>" means Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 4); Spread Percentage)]</p> <p>["<b>Spread Percentage</b>" means [•];]</p> <p>[provided that if [no Knock-in Event has occurred] [a Knock-in Event has occurred], no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout- KI- Extended Reverse Convertible Securities</b></p>

Element	Description of Element	Disclosure requirement
		<p>(A) if no Knock-in Event has occurred:</p> <p>[RV × Constant Percentage 1]</p> <p>[RV × Gearing 1 × Max (Constant Percentage 2 + Gearing 2 × Option 1; Floor Percentage)]</p> <p>[RV × Gearing 1 × Min (Constant Percentage 2 + Gearing 2 × Option 1; Cap Percentage)]</p> <p>(B) if a Knock-in Event has occurred:</p> <p>[RV × Constant Percentage 3]</p> <p>[RV × Gearing 3 × Max (Constant Percentage 4 + Gearing 4 × Option 2; Floor Percentage 2)]</p> <p>[RV × Gearing 3 × Min (Constant Percentage 4 + Gearing 4 × Option 2; Cap Percentage 3)]</p> <p>where:</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p> <p><b><u>Option 1</u></b></p> <p>["<b>EDS 1</b>" means Max (EDS Percentage 1, Min (Constant Percentage 4 – nEDS 1 × Loss Percentage 1, Constant Percentage 5));]</p> <p>["<b>nEDS 1</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["<b>EDS Percentage 1</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 1</b>" is [•];]</p> <p>["<b>Forward 1</b>" means Final Settlement Value 1 – Strike Percentage 1;]</p> <p>["<b>Put 1</b>" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 6);]</p> <p>["<b>Put Spread 1</b>" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1);]</p> <p>["<b>Spread Percentage 1</b>" means [•];]</p> <p>["<b>Call 1</b>" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8);]</p> <p>["<b>Call Spread 1</b>" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1)]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Strike Percentage 1</b>" means [•];]</p> <p><b>Option 2</b></p> <p>["<b>EDS 2</b>" means Max (EDS Percentage 2, Min (Constant Percentage 10 – nEDS 2 × Loss Percentage 2, Constant Percentage 11));]</p> <p>["<b>nEDS 2</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["<b>EDS Percentage 2</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 2</b>" is [•];]</p> <p>["<b>Forward 2</b>" means Final Settlement Value 2 – Strike Percentage 2;]</p> <p>["<b>Put 2</b>" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 12);]</p> <p>["<b>Put Spread 2</b>" means Min (Max (Strike Percentage 2– Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2);]</p> <p>["<b>Spread Percentage 2</b>" means [•];]</p> <p>["<b>Call 2</b>" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14);]</p> <p>["<b>Call Spread 2</b>" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2);]</p> <p>["<b>Strike Percentage 2</b>" means [•];]</p> <p>[provided that if [no Knock-in Event has occurred] [a Knock-in Event has occurred], no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout- KO- Extended Reverse Convertible Securities</b></p> <p>(A) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;">[RV × Constant Percentage 1;]</p> <p style="padding-left: 40px;">[RV × Gearing 1 × Max (Constant Percentage 2 + Gearing 2 × Option 1; Floor Percentage 1)</p> <p style="padding-left: 40px;">[RV × Gearing 1 × Min (Constant Percentage 2 + Gearing 2 × Option 1; Cap Percentage 1)]</p> <p>(B) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;">[RV × Constant Percentage 3]</p> <p style="padding-left: 40px;">[RV × Gearing 3 × Max (Constant Percentage 4 + Gearing 4 × Option 2; Floor Percentage 2)]</p>

Element	Description of Element	Disclosure requirement
		<p><math>[RV \times \text{Gearing } 3 \times \text{Min} (\text{Constant Percentage } 4 + \text{Gearing } 4 \times \text{Option } 2; \text{Cap Percentage } 2)]</math></p> <p>where:</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p> <p><b><u>Option 1</u></b></p> <p>["<b>EDS 1</b>" means Max (EDS Percentage 1, Min (Constant Percentage 4 – nEDS 1 × Loss Percentage 1, Constant Percentage 5));]</p> <p>["<b>nEDS 1</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["<b>EDS Percentage 1</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 1</b>" is [•];]</p> <p>["<b>Forward 1</b>" means Final Settlement Value 1 – Strike Percentage 1;]</p> <p>["<b>Put 1</b>" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 6);]</p> <p>["<b>Put Spread 1</b>" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1);]</p> <p>["<b>Call 1</b>" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8);]</p> <p>["<b>Call Spread 1</b>" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1);]</p> <p>["<b>Spread Percentage 1</b>" means [•];]</p> <p>["<b>Strike Percentage 1</b>" means [•];]</p> <p><b><u>Option 2</u></b></p> <p>["<b>EDS 2</b>" means Max (EDS Percentage 2, Min (Constant Percentage 10 – nEDS 2 × Loss Percentage 2, Constant Percentage 11));]</p> <p>["<b>nEDS 2</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["<b>EDS Percentage 2</b>" means [•];]</p> <p>["<b>EDS Barrier Percentage 2</b>" means [•];]</p> <p>["<b>Forward 2</b>" means Final Settlement Value 2 – Strike Percentage 2;]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Put 2</b>" means Max (Strike Percentage 2– Final Settlement Value 2; Constant Percentage 12);]</p> <p>["<b>Put Spread 2</b>" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2);]</p> <p>["<b>Call 2</b>" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14);]</p> <p>["<b>Call Spread 2</b>" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2)]</p> <p>["<b>Spread Percentage 2</b>" means [•];]</p> <p>["<b>Strike Percentage 2</b>" means [•];]</p> <p>[provided that if [no Knock-out Event has occurred] [a Knock-out Event has occurred], no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout - KO Reverse Convertible Securities]</b></p> <p>(A) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;">RV × Constant Percentage 1; or</p> <p>(B) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;">[RV × Max (Constant Percentage 2 + Gearing × Option; Floor Percentage)]</p> <p style="padding-left: 40px;">[RV × Min (Constant Percentage 2 + Gearing × Option; Cap Percentage)]</p> <p>where:</p> <p>["<b>Option</b>" means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>" means Max (EDS Percentage, Min (Constant Percentage 3 – nEDS × Loss Percentage, Constant Percentage 4));]</p> <p>["<b>nEDS</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>EDS Percentage</b>" means [•];]</p> <p>["<b>Forward</b>" means Final Settlement Value – Strike Percentage;]</p> <p>["<b>Put</b>" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 3);]</p> <p>["<b>Put Spread</b>" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 3); Spread Percentage);]</p> <p>["<b>Call</b>" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 3);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Call Spread</b>" means Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 3); Spread Percentage)]</p> <p>["<b>Spread Percentage</b>" means [●];]</p> <p>[provided that if [no Knock-out Event has occurred] [a Knock-out Event has occurred], no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout – Vanilla KI Reverse Convertible Securities</b></p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;">RV × Constant Percentage 1; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;">[RV × Min (Cap Percentage, Gearing × Final Settlement Value + Constant Percentage 2)]</p> <p style="padding-left: 40px;">[RV × Max (Floor Percentage, Gearing × Final Settlement Value + Constant Percentage 2)]</p> <p>]</p> <p><b>[Multiple Final Payout – Vanilla KO Reverse Convertible Securities</b></p> <p>(A) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;">RV × Constant Percentage 1; or</p> <p>(B) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;">[RV × Max (Floor Percentage, Gearing × Final Settlement Value + Constant Percentage 2)]</p> <p style="padding-left: 40px;">[RV × Min (Cap Percentage, Gearing × Final Settlement Value + Constant Percentage 2)]</p> <p>]</p> <p><b>[Multiple Final Payout – KIKO Reverse Convertible Securities</b></p> <p>(A) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;">[RV × Max (Constant Percentage 1 + Gearing 1 × Option 1; Constant Percentage 2)]</p> <p style="padding-left: 40px;">[RV × Min (Constant Percentage 1 + Gearing 1 × Option 1; Constant Percentage 2)]</p> <p>(B) if no Knock-in Event and no Knock-out Event has occurred:</p> <p style="padding-left: 40px;">RV × Constant Percentage 3; or</p> <p>(C) if a Knock-in Event has occurred:</p>

Element	Description of Element	Disclosure requirement
		<p><math>[RV \times \text{Max} (\text{Constant Percentage 4} + \text{Gearing 2} \times \text{Option 2}; \text{Constant Percentage 5});]</math></p> <p><math>[RV \times \text{Min} (\text{Constant Percentage 4} + \text{Gearing 2} \times \text{Option 2}; \text{Constant Percentage 5});]</math></p> <p>where:</p> <p>["<b>Gearing 1</b>" is [•];]</p> <p>["<b>Gearing 2</b>" is [•];]</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p> <p><b><u>Option 1</u></b></p> <p>["<b>EDS 1</b>" means <math>\text{Max} (\text{EDS Percentage 1}, \text{Min} (\text{Constant Percentage 6} - \text{nEDS 1} \times \text{Loss Percentage 1}, \text{Constant Percentage 7}));]</math></p> <p>["<b>nEDS 1</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["<b>EDS Percentage 1</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 1</b>" is [•];]</p> <p>["<b>Forward 1</b>" means Final Settlement Value 1 – Strike Percentage 1;]</p> <p>["<b>Put 1</b>" means <math>\text{Max} (\text{Strike Percentage 1} - \text{Final Settlement Value 1}; \text{Constant Percentage 8});]</math></p> <p>["<b>Put Spread 1</b>" means <math>\text{Min} (\text{Max} (\text{Strike Percentage 1} - \text{Final Settlement Value 1}; \text{Constant Percentage 9}); \text{Spread Percentage 1});]</math></p> <p>["<b>Spread Percentage 1</b>" means [•];]</p> <p>["<b>Call 1</b>" means <math>\text{Max} (\text{Final Settlement Value 1} - \text{Strike Percentage 1}; \text{Constant Percentage 10});]</math></p> <p>["<b>Call Spread 1</b>" means <math>\text{Min} (\text{Max} (\text{Final Settlement Value 1} - \text{Strike Percentage 1}; \text{Constant Percentage 11}); \text{Spread Percentage 1});]</math></p> <p>["<b>Strike Percentage 1</b>" means [•];]</p> <p><b><u>Option 2</u></b></p> <p>["<b>EDS 2</b>" means <math>\text{Max} (\text{EDS Percentage 2}, \text{Min} (\text{Constant Percentage 12} - \text{nEDS 2} \times \text{Loss Percentage 2}, \text{Constant Percentage 13}));]</math></p>

Element	Description of Element	Disclosure requirement
		<p>["<b>nEDS 2</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["<b>EDS Percentage 2</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 2</b>" is [•];]</p> <p>["<b>Forward 2</b>" means Final Settlement Value 2 – Strike Percentage 2;]</p> <p>["<b>Put 2</b>" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 14);]</p> <p>["<b>Put Spread 2</b>" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 15); Spread Percentage 2);]</p> <p>["<b>Spread Percentage 2</b>" means [•];]</p> <p>["<b>Call 2</b>" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 16);]</p> <p>["<b>Call Spread 2</b>" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 17); Spread Percentage 2);]</p> <p>["<b>Strike Percentage 2</b>" means [•];]</p> <p>[provided that if [a Knock-out Event has occurred] [no Knock-in Event and no Knock-out Event has occurred] [a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout – Plain Vanilla Call Securities]</b></p> <p><math>RV \times [Constant\ Percentage\ 1 + Gearing\ 1 \times Max (Gearing\ 2 \times (Final\ Settlement\ Value - Strike\ Percentage), Floor\ Percentage)]</math></p> <p><b>[Multiple Final Payout – Plain Vanilla Call Spread Securities]</b></p> <p><math>RV \times \{Constant\ Percentage\ 1 + Gearing\ 1 \times Min [Max (Gearing\ 2 \times (Final\ Settlement\ Value - Strike\ Percentage); Floor\ Percentage), Cap\ Percentage]\}</math></p> <p><b>[Multiple Final Payout – Plain Vanilla Put Securities]</b></p> <p><math>RV \times [Constant\ Percentage\ 1 + Gearing\ 1 \times Max (Gearing\ 2 \times (Strike\ Percentage - Final\ Settlement\ Value); Floor\ Percentage)]</math></p> <p><b>[Multiple Final Payout – Plain Vanilla Put Spread Securities]</b></p> <p><math>RV \times \{Constant\ Percentage\ 1 + Gearing\ 1 \times Min [Max (Gearing\ 2 \times (Strike\ Percentage - Final\ Settlement\ Value); Floor\ Percentage); Cap\ Percentage]\}</math></p> <p><b>[Multiple Final Payout – Plain Vanilla KI Digital Securities]</b></p> <p>(A) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (Constant\ Percentage\ 1 + Bonus\ Coupon);</math> or</p>

Element	Description of Element	Disclosure requirement
		<p>(B) if no Knock-in Event has occurred:  <math>RV \times \text{Constant Percentage 2.}]</math></p> <p><b>[Multiple Final Payout – Plain Vanilla KO Digital Securities</b></p> <p>(A) if a Knock-out Event has occurred:  <math>RV \times (\text{Constant Percentage 1} + \text{Bonus Coupon});</math> or</p> <p>(B) if no Knock-out Event has occurred:  <math>RV \times \text{Constant Percentage 2.}]</math></p> <p><b>[Multiple Final Payout – Geared Knock-in Vanilla Call Securities</b></p> <p>(A) if a Knock-in Event has occurred:  <math>RV \times (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Max} (\text{Gearing 2} \times \text{Final Settlement Value} - \text{Strike Percentage}), \text{Floor Percentage});</math> or</p> <p>(B) if no Knock-in Event has occurred:  <math>RV \times \text{Constant Percentage 2}]</math></p> <p><b>[Multiple Final Payout – Geared Knock-out Vanilla Call Securities</b></p> <p>(A) if no Knock-out Event has occurred:  <math>RV \times (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Max} (\text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}), \text{Floor Percentage});</math> or</p> <p>(B) if a Knock-out Event has occurred:  <math>RV \times \text{Constant Percentage 2}]</math></p> <p><b>[Multiple Final Payout – Standard Asian Securities</b></p> <p><math>[RV \times (\text{Constant Percentage 1} + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times (\text{Min} (\text{Max} (\text{Final Settlement Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})); \text{Floor Percentage}))]</math></p> <p><math>[RV \times (\text{Constant Percentage 1} + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Final Settlement Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}))]</math></p> <p><math>[RV \times (\text{Constant Percentage 1} + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times (\text{Min} (\text{Max} (\text{Strike Percentage}_{(i)} - \text{Final Settlement Value}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})); \text{Floor Percentage}))]</math></p> <p><math>[RV \times (\text{Constant Percentage 1} + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Strike Percentage}_{(i)} - \text{Final Settlement Value}_{(i)}, \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}))]</math></p> <p>where:</p>

Element	Description of Element	Disclosure requirement
		<p>["Final Settlement Value<sub>(i)</sub>" means [•];]</p> <p>["Local Floor Percentage<sub>(i)</sub>" is [•];]</p> <p>["Local Cap Percentage<sub>(i)</sub>" is [•];]</p> <p>["M" is [•];]</p> <p>["W<sub>(i)</sub>" is [•];]</p> <p>["Strike Percentage<sub>(i)</sub>" is [•];]</p> <p>["Standard Asian Call Local Cap" is [•];]</p> <p>["Standard Asian Put Local Cap" is [•].]</p> <p><b>[Multiple Final Payout – Standard Collared Asian Spread Securities</b></p> <p>[RV × (Constant Percentage 1 + Gearing × Min (Max (Sum (i = 1, 2, ..., M) W<sub>(i)</sub>) × (Min (Max (Final Settlement Value<sub>(i)</sub> - Strike Percentage<sub>(i)</sub>, Local Floor Percentage<sub>(i)</sub>, Local Cap Percentage<sub>(i)</sub>); Floor Percentage)); Cap Percentage)]</p> <p>[RV × (Constant Percentage 1 + Gearing × Min (Max (Sum (i = 1, 2, ..., M) W<sub>(i)</sub>) × Max (Final Settlement Value<sub>(i)</sub> - Strike Percentage<sub>(i)</sub>, Local Floor Percentage<sub>(i)</sub>); Floor Percentage)); Cap Percentage)]</p> <p>[RV × (Constant Percentage 1 + Gearing × Min (Max (Sum (i = 1, 2, ..., M) W<sub>(i)</sub>) × (Min (Max (Strike Percentage<sub>(i)</sub> - Final Settlement Value<sub>(i)</sub>, Local Floor Percentage<sub>(i)</sub>, Local Cap Percentage<sub>(i)</sub>); Floor Percentage)); Cap Percentage)]</p> <p>[RV × (Constant Percentage 1 + Gearing × Min [Max (Sum (i = 1, 2, ..., M) W<sub>(i)</sub>) × Max (Strike Percentage<sub>(i)</sub> - Final Settlement Value<sub>(i)</sub>, Local Floor Percentage<sub>(i)</sub>); Floor Percentage)); Cap Percentage)]</p> <p>where:</p> <p>["Final Settlement Value<sub>(i)</sub>" means [•];]</p> <p>["Local Floor Percentage<sub>(i)</sub>" is [•];]</p> <p>["Local Cap Percentage<sub>(i)</sub>" is [•];]</p> <p>["M" is [•];]</p> <p>["W<sub>(i)</sub>" is [•];]</p> <p>["Strike Percentage<sub>(i)</sub>" is [•];]</p> <p>["Standard Collared Asian Call Local Cap" is [•];]</p> <p>["Standard Collared Asian Put Local Cap" is [•].]</p> <p><b>[Multiple Final Payout Standard Himalaya Securities</b></p>

Element	Description of Element	Disclosure requirement
		<p><math>RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Max} (\text{Sum } (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Best Lock Value}_{(i)} - \text{Strike Percentage}_{(i)}; \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}))</math></p> <p>where:</p> <p>["<b>BestLockValue<sub>(i)</sub></b>" means the highest Underlying Reference Value on MFP Valuation Date<sub>(i)</sub> of the Underlying Reference(s) in Relevant Basket<sub>(i)</sub>];</p> <p>["<b>Local Floor Percentage<sub>(i)</sub></b>" is [•];]</p> <p>["<b>M</b>" is [•];]</p> <p>["<b>W<sub>(i)</sub></b>" is [•];]</p> <p>["<b>Relevant Basket<sub>(i)</sub></b>" means, in respect of MFP Valuation Date<sub>(i)</sub>, a Basket comprising each Underlying Reference in the Basket<sub>(i-1)</sub> but excluding the Underlying Reference in relation to BestLockValue<sub>(i-1)</sub>. Relevant Basket<sub>(i-1)</sub> is [•].]</p> <p>["<b>Strike Percentage<sub>(i)</sub></b>" is [•];]</p> <p><b>[Multiple Final Payout – Dispersion Securities]</b></p> <p><math>RV \times [\text{Constant Percentage } 1 + \text{Max} (\text{Global Floor Percentage}; (1/K) \times \text{Sum } (k=1, 2, \dots, K) \text{Dispersion Value}_{(k)} - \text{Strike Percentage})]</math></p> <p>where:</p> <p>"<b>Dispersion Value<sub>(k)</sub></b>" means, in respect of the relevant Underlying Reference(k), the absolute value of: [Final Settlement Value<sub>(k)</sub> – Basket Value]</p> <p><b>[Multiple Final Payout - 3-Step Knock-in Securities]</b></p> <p>(A) if the Final Settlement Condition is satisfied:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage } 1 + \text{FS Exit Rate});</math> or</p> <p>(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage } 2 + \text{Coupon Airbag Percentage})</math></p> <p>(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Max} (\text{Constant Percentage } 3 + \text{Gearing} \times \text{Option}; \text{Floor Percentage})</math></p> <p>where:</p> <p>["<b>Option</b>" means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>" means <math>\text{Max} (\text{Floor Percentage}, \text{Min} (\text{Constant Percentage } 4 - \text{nEDS} \times \text{Loss Percentage}, \text{Constant Percentage } 5));</math>]</p> <p>["<b>Forward</b>" means Final Settlement Value – Strike Percentage;]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>nEDS</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>Call</b>" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 4);]</p> <p>["<b>Call Spread</b>" means Min (Max (Final Settlement Value – Strike Percentage; Constant Percentage 4); Spread Percentage);]</p> <p>["<b>Put</b>" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 4);]</p> <p>["<b>Put Spread</b>" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 4); Spread Percentage);]</p> <p>[provided that if [the Final Settlement Condition is satisfied] [the Final Settlement Condition is not satisfied and no Knock-in Event has occurred] [the Final Settlement Condition is not satisfied and a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout - 3-Step Plus Knock-in Securities</b></p> <p>(A) if the Final Settlement Condition is satisfied:</p> <p style="padding-left: 40px;">[RV × Max (Constant Percentage 1 + Gearing 1 × Option 1; Floor Percentage)]</p> <p style="padding-left: 40px;">[RV × Min (Constant Percentage 1 + Gearing 1 × Option 1; Cap Percentage)]</p> <p style="padding-left: 40px;">or</p> <p>(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;">RV × (Constant Percentage 2 + Coupon Airbag Percentage)</p> <p>(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:</p> <p style="padding-left: 40px;">[RV × Max (Constant Percentage 3 + Gearing 2 × Option 2; Floor Percentage)]</p> <p style="padding-left: 40px;">[RV × Min (Constant Percentage 3 + Gearing 2 × Option 2; Cap Percentage)]</p> <p>where:</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p> <p><b><u>Option 1:</u></b></p> <p>["<b>EDS 1</b>" means Max (EDS Percentage 1, Min (Constant Percentage 4 – nEDS 1 × Loss Percentage 1, Constant Percentage 5));]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>nEDS 1</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["<b>EDS Percentage 1</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 1</b>" is [•];]</p> <p>["<b>Forward 1</b>" means Final Settlement Value 1 – Strike Percentage 1;]</p> <p>["<b>Put 1</b>" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 6);]</p> <p>["<b>Put Spread 1</b>" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1);]</p> <p>["<b>Spread Percentage 1</b>" means [•];]</p> <p>["<b>Call 1</b>" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8);]</p> <p>["<b>Call Spread 1</b>" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1);]</p> <p>["<b>Strike Percentage 1</b>" means [•];]</p> <p><b><u>Option 2</u></b></p> <p>["<b>EDS 2</b>" means Max (EDS Percentage 2, Min (Constant Percentage 10 – nEDS 2 × Loss Percentage 2, Constant Percentage 11));]</p> <p>["<b>nEDS 2</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["<b>EDS Percentage 2</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 2</b>" is [•];]</p> <p>["<b>Forward 2</b>" means Final Settlement Value 2 – Strike Percentage 2;]</p> <p>["<b>Put 2</b>" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 12);]</p> <p>["<b>Put Spread 2</b>" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2);]</p> <p>["<b>Spread Percentage 2</b>" means [•];]</p> <p>["<b>Call 2</b>" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14);]</p> <p>["<b>Call Spread 2</b>" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2);]</p> <p>["<b>Strike Percentage 2</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>[provided that if [the Final Settlement Condition is satisfied] [the Final Settlement Condition is not satisfied and no Knock-in Event has occurred] [the Final Settlement Condition is not satisfied and a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout - 3-Step Knock-out Securities</b></p> <p>(A) if the Final Settlement Condition is satisfied:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate});</math> or</p> <p>(B) if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage})</math></p> <p>(C) if the Final Settlement Condition is not satisfied and a Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})</math></p> <p>where:</p> <p><b>["Option"</b> means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p><b>["EDS"</b> means <math>\text{Max} (\text{Cap Percentage}, \text{Min} (\text{Constant Percentage 4} - \text{nEDS} \times \text{Loss Percentage}, \text{Constant Percentage 5}));</math>]</p> <p><b>["Forward"</b> means Final Settlement Value – Strike Percentage;]</p> <p><b>["nEDS"</b> means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p><b>["Call"</b> means <math>\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4});</math>]</p> <p><b>["Call Spread"</b> means <math>\text{Min} (\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4}); \text{Spread Percentage}).</math>]</p> <p><b>["Put"</b> means <math>\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4});</math>]</p> <p><b>["Put Spread"</b> means <math>\text{Min} (\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4}); \text{Spread Percentage}).</math>]</p> <p>[provided that if [the Final Settlement Condition is satisfied] [the Final Settlement Condition is not satisfied and no Knock-out Event has occurred] [the Final Settlement Condition is not satisfied and a Knock-out Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout - 3-Step Plus Knock-out Securities</b></p> <p>(A) if the Final Settlement Condition is satisfied:</p> <p style="padding-left: 40px;"><math>[RV \times \text{Max} (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1}; \text{Floor Percentage})]</math></p>

Element	Description of Element	Disclosure requirement
		<p>[RV × Min (Constant Percentage 1 + Gearing 1 × Option 1; Cap Percentage)] or</p> <p>(B) if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred:</p> <p>RV × (Constant Percentage 2 + Coupon Airbag Percentage)</p> <p>(C) if the Final Settlement Condition is not satisfied and a Knock-out Event has occurred:</p> <p>[RV × Max (Constant Percentage 3 + Gearing 2 × Option 2; Floor Percentage)]</p> <p>[RV × Min (Constant Percentage 3 + Gearing 2 × Option 2; Cap Percentage)]</p> <p>where:</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p> <p><b><u>Option 1</u></b></p> <p>["<b>EDS 1</b>" means Max (EDS Percentage 1, Min (Constant Percentage 4 – nEDS 1 × Loss Percentage 1, Constant Percentage 5));]</p> <p>["<b>nEDS 1</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["<b>EDS Percentage 1</b>" is [•];]</p> <p>["<b>EDS Barrier Percentage 1</b>" is [•];]</p> <p>["<b>Forward 1</b>" means Final Settlement Value 1 – Strike Percentage 1;]</p> <p>["<b>Put 1</b>" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 6);]</p> <p>["<b>Put Spread 1</b>" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1);]</p> <p>["<b>Spread Percentage 1</b>" means [•];]</p> <p>["<b>Call 1</b>" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8);]</p> <p>["<b>Call Spread 1</b>" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1)]</p> <p>["<b>Strike Percentage 1</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p><b><u>Option 2</u></b></p> <p>["EDS 2" means Max (EDS Percentage 2, Min (Constant Percentage 10 – nEDS 2 × Loss Percentage 2, Constant Percentage 11));]</p> <p>["nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["EDS Percentage 2" is [•];]</p> <p>["EDS Barrier Percentage 2" is [•];]</p> <p>["Forward 2" means Final Settlement Value 2 – Strike Percentage 2;]</p> <p>["Put 2" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 12);]</p> <p>["Put Spread 2" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2);]</p> <p>["Spread Percentage 2" means [•];]</p> <p>["Call 2" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14);]</p> <p>["Call Spread 2" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2)]</p> <p>["Strike Percentage 2" means [•];]</p> <p>[provided that if [the Final Settlement Condition is satisfied] [the Final Settlement Condition is not satisfied and no Knock-out Event has occurred] [the Final Settlement Condition is not satisfied and a Knock-out Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]]</p> <p><b>[Multiple Final Payout – 4-Step Securities</b></p> <p>(A) if the Final Settlement Condition is satisfied:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate})</math></p> <p>(B) if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and no Knock-In Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage 1})</math>; or</p> <p>(C) if the Final Settlement Condition is not satisfied, no Knock-out Event has occurred and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 3} + \text{Coupon Airbag Percentage 2})</math>; or</p> <p>(D) if the Final Settlement Condition is not satisfied and if no Knock-out Event has occurred but a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Max} (\text{Constant Percentage 4} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})</math></p>

Element	Description of Element	Disclosure requirement
		<p>where:</p> <p>["<b>Option</b>"] means [Put] [Put Spread] [Call] [Call Spread] [Forward];]</p> <p>["<b>Forward</b>"] means Final Settlement Value – Strike Percentage;]</p> <p>["<b>Call</b>"] means Max (Final Settlement Value - Strike Percentage; Constant Percentage 5);]</p> <p>["<b>Call Spread</b>"] means Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 5); Spread Percentage);]</p> <p>["<b>Put</b>"] means Max (Strike Percentage – Final Settlement Value; Constant Percentage 5);]</p> <p>["<b>Put Spread</b>"] means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 5); Cap Percentage).]]</p> <p><b>[Multiple Final Payout - Standard 3-Step Knock-in Securities]</b></p> <p>(A) If FS Barrier Value is greater than the Final Settlement Condition Level:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate});</math> or</p> <p>(B) If FS Barrier Value is less than or equal to the Final Settlement Condition Level and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Fixed Percentage 2} + \text{Coupon Airbag Percentage});</math> or</p> <p>(C) If FS Barrier Value is less than or equal to the Final Settlement Condition Level and a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Min}(\text{Fixed Percentage 3}, \text{Gearing} \times \text{Final Settlement Value})</math></p> <p>where:</p> <p>["<b>Fixed Percentage 1</b>"] is [•];]</p> <p>["<b>Fixed Percentage 2</b>"] is [•];]</p> <p>["<b>Fixed Percentage 3</b>"] is [•].]</p> <p><b>[Multiple Final Payout - Standard 3-Step Knock-out Securities]</b></p> <p>(A) If FS Barrier Value is lower than the Final Settlement Condition Level:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate});</math> or</p> <p>(B) If FS Barrier Value is greater than or equal to the Final Settlement Condition Level and no Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Fixed Percentage 2} + \text{Coupon Airbag Percentage});</math> or</p> <p>(C) If FS Barrier Value is greater than or equal to the Final Settlement Condition Level and a Knock-out Event has occurred:</p>

Element	Description of Element	Disclosure requirement
		<p style="text-align: center;"><math>RV \times \text{Min} (\text{Fixed Percentage 3}, \text{Gearing} \times \text{Final Settlement Value})</math></p> <p>where:</p> <p>["Fixed Percentage 1" is [•];]</p> <p>["Fixed Percentage 2" is [•];]</p> <p>["Fixed Percentage 3" is [•].]</p> <p><b>[Multiple Final Payout - Standard 2 -Step Barrier Down Securities</b></p> <p>(A) If FS Barrier Value is greater than the Final Settlement Condition Level:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate})</math>; or</p> <p>(B) If FS Barrier Value is less than or equal to the Final Settlement Condition Level:</p> <p style="padding-left: 40px;"><math>RV \times \text{Min} (\text{Fixed Percentage 2}, \text{Final Settlement Value})</math></p> <p>where:</p> <p>["Fixed Percentage 1" is [•];]</p> <p>["Fixed Percentage 2" is [•].]</p> <p><b>[Multiple Final Payout - Standard 2 -Step Barrier Up Securities</b></p> <p>(A) If FS Barrier Value is less than the Final Settlement Condition Level:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate})</math>; or</p> <p>(B) If FS Barrier Value is greater than or equal to the Final Settlement Condition Level:</p> <p style="padding-left: 40px;"><math>RV \times \text{Min} (\text{Fixed Percentage 2}, \text{Final Settlement Value})</math></p> <p>where:</p> <p>["Fixed Percentage 1" is [•];]</p> <p>["Fixed Percentage 2" is [•].]</p> <p><b>[Multiple Final Payout - 2 -Step Knock-in Securities</b></p> <p>(A) if the Knock-in Event has not occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate})</math>; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Max} (\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})</math></p>

Element	Description of Element	Disclosure requirement
		<p>where:</p> <p>["<b>Option</b>"] means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>"] means Max (Floor Percentage, Min (Constant Percentage 3 – nEDS × Loss Percentage, Constant Percentage 4));]</p> <p>["<b>Forward</b>"] means Final Settlement Value – Strike Percentage;]</p> <p>["<b>nEDS</b>"] means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>Call</b>"] means Max (Final Settlement Value - Strike Percentage; Constant Percentage 3);]</p> <p>["<b>Call Spread</b>"] means Min (Max (Final Settlement Value – Strike Percentage; Constant Percentage 3); Spread Percentage);]</p> <p>["<b>Put</b>"] means Max (Strike Percentage – Final Settlement Value; Constant Percentage 3);]</p> <p>["<b>Put Spread</b>"] means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 3); Spread Percentage).]</p> <p>[provided that if [the Knock-in Event has not occurred] [a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout - 2 -Step Knock-out Securities</b></p> <p>(A) if the Knock-out Event has not occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate});</math> or</p> <p>(B) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Max} (\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})</math></p> <p>where:</p> <p>["<b>Option</b>"] means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>"] means Max (Floor Percentage, Min (Constant Percentage 3 – nEDS × Loss Percentage, Constant Percentage 4));]</p> <p>["<b>Forward</b>"] means Final Settlement Value – Strike Percentage;]</p> <p>["<b>nEDS</b>"] means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>Call</b>"] means Max (Final Settlement Value - Strike Percentage; Constant Percentage 3);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Call Spread</b>" means <math>\text{Min} (\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage } 3); \text{Spread Percentage});</math>]</p> <p>["<b>Put</b>" means <math>\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage } 3);</math>]</p> <p>["<b>Put Spread</b>" means <math>\text{Min} (\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage } 3); \text{Spread Percentage})</math>]</p> <p>[provided that if [the Knock-out Event has not occurred] [a Knock-out Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout - Geared Call Performance Securities</b></p> <p><math>[\text{RV} \times \{ \text{Constant Percentage } 1 + [\text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage})] \}]</math></p> <p><math>[\text{RV} \times \{ \text{Constant Percentage } 1 + \text{Min} [\text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage}), \text{Cap Percentage}] \}]</math></p> <p><b>[Multiple Final Payout - Multi Performance Securities</b></p> <p><math>[\text{RV} \times \{ \text{Fixed Percentage} + [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})] \}]</math></p> <p><math>[\text{RV} \times \{ \text{Fixed Percentage} + \text{Min} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}), \text{Global Cap}] \}]</math></p> <p><math>[\text{RV} \times \{ \text{Fixed Percentage} + \text{Max} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}), \text{Global Floor}] \}]</math></p> <p><math>[\text{RV} \times \{ \text{Fixed Percentage} + \text{Min} [\text{Max} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}), \text{Global Floor}], \text{Global Cap}] \}]</math></p> <p>where:</p> <p>["<b>Constant Percentage<sub>n</sub></b>" means [•];]</p> <p>["<b>Gearing<sub>n</sub></b>" is [•];]</p> <p>["<b>Generic Percentage<sub>(n,1)</sub></b>" [•];]</p> <p>["<b>Generic Percentage<sub>(n,2)</sub></b>" is [•];]</p> <p>["<b>Floor Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Loss Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>n</b>" is [•];]</p> <p>["<b>Final Settlement Value<sub>(n)</sub></b>" means [•];]</p> <p>["<b>Strike Percentage<sub>(n)</sub></b>" is [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Spread Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>W<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Global Cap</b>" is [•];]</p> <p>["<b>Global Floor</b>" is [•];]</p> <p>["<b>Option<sub>n</sub></b>" means [Put<sub>(n)</sub>] [Put Spread<sub>(n)</sub>] [Call<sub>(n)</sub>] [Call Spread<sub>(n)</sub>] [EDS<sub>(n)</sub>] [Forward<sub>(n)</sub>];]</p> <p>["<b>EDS<sub>(n)</sub></b>" means Max (Floor Percentage<sub>(n)</sub>, Min (Generic Percentage<sub>(n,1)</sub> – nEDS<sub>(n)</sub> × Loss Percentage<sub>(n)</sub>, Generic Percentage<sub>(n,2)</sub>);]</p> <p>["<b>Forward<sub>(n)</sub></b>" means Final Settlement Value<sub>(n)</sub> – Strike Percentage<sub>(n)</sub>;]</p> <p>["<b>nEDS<sub>(n)</sub></b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than], EDS Barrier Percentage<sub>(n)</sub>;]</p> <p>["<b>EDS Barrier Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Call<sub>(n)</sub></b>" means Max (Final Settlement Value<sub>(n)</sub> - Strike Percentage<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>);]</p> <p>["<b>Call Spread<sub>(n)</sub></b>" means Min (Max (Final Settlement Value<sub>(n)</sub> – Strike Percentage<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>); Spread Percentage<sub>(n)</sub>);]</p> <p>["<b>Put<sub>(n)</sub></b>" means Max (Strike Percentage<sub>(n)</sub> – Final Settlement Value<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>);]</p> <p>["<b>Put Spread<sub>(n)</sub></b>" means Min (Max (Strike Percentage<sub>(n)</sub> – Final Settlement Value<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>); Spread Percentage<sub>(n)</sub>);]</p> <p><b>[Multiple Final Payout – (Capped) Multi Knock-Out Bonus Performance Securities</b></p> <p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;">RV × (Constant Percentage 1 + Final Settlement Value 1); or</p> <p>(B) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;">RV × (Constant Percentage 1 + Max (Bonus Percentage, Final Settlement Value 2))]</p> <p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;">RV × [Constant Percentage 1 + Final Settlement Value 1 – Max (Final Settlement Value 2 - Cap Percentage 1, Floor Percentage)]; or</p> <p>(B) if no Knock-out Event has occurred:</p>

Element	Description of Element	Disclosure requirement
		<p><math>RV \times [\text{Constant Percentage 1} + \text{Max}(\text{Bonus Percentage, Final Settlement Value 3}) - \text{Max}(\text{Final Settlement Value 4} - \text{Cap Percentage 2, Floor Percentage})]</math></p> <p><b>[Multiple Final Payout – (Capped) Multi Knock-In Bonus Performance Securities</b></p> <p>[</p> <p>(A) if a Knock-in Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 1})</math>; or</p> <p>(B) if no Knock-in Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Max}(\text{Bonus Percentage, Final Settlement Value 2}))</math>.]</p> <p>[</p> <p>(A) if a Knock-in Event has occurred:</p> <p><math>RV \times [\text{Constant Percentage 1} + \text{Final Settlement Value 1} - \text{Max}(\text{Final Settlement Value 2} - \text{Cap Percentage 1, Floor Percentage 1})]</math>; or</p> <p>(B) if no Knock-in Event has occurred:</p> <p><math>RV \times [\text{Constant Percentage 1} + \text{Max}(\text{Bonus Percentage, Final Settlement Value 3}) - \text{Max}(\text{Final Settlement Value 4} - \text{Cap Percentage 2, Floor Percentage 2})]</math></p> <p>]</p> <p><b>[Multiple Final Payout – 2 -Step KI Multi Bonus Securities</b></p> <p>(A) if the Knock-in Event has not occurred:</p> <p><math>RV \times \text{Gearing 1} \times (\text{Constant Percentage 1} + \text{Bonus Percentage 1} + \text{Gearing 2} \times \text{Option} - \text{Bonus Percentage 2})</math>; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p><math>RV \times \text{Gearing 3} \times \text{Max}(\text{Constant Percentage 2} + \text{Gearing 4} \times \text{Option}; \text{Floor Percentage})</math></p> <p>where:</p> <p><b>["Option"</b> means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p><b>["EDS"</b> means <math>\text{Max}(\text{Floor Percentage, Min}(\text{Constant Percentage 3} - \text{nEDS} \times \text{Loss Percentage, Constant Percentage 4}))</math>;</p> <p><b>["Forward"</b> means <math>\text{Final Settlement Value} - \text{Strike Percentage}</math>;</p> <p><b>["nEDS"</b> means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Call</b>" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 3);]</p> <p>["<b>Call Spread</b>" means Min (Max (Final Settlement Value – Strike Percentage; Constant Percentage 3); Spread Percentage);]</p> <p>["<b>Put</b>" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 3);]</p> <p>["<b>Put Spread</b>" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 3); Spread Percentage)]</p> <p>[provided that if [the Knock-in Event has not occurred] [a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout – 3-Step Multi Bonus Securities</b></p> <p>(A) if the Final Settlement Condition is satisfied and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Gearing 1} \times (\text{Constant Percentage 1} + \text{Bonus Percentage 1} + \text{Gearing 2} \times \text{Option} - \text{Bonus Percentage 2})</math></p> <p>(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Gearing 3} \times (\text{Constant Percentage 2} + \text{Bonus Percentage 3} + \text{Gearing 4} \times \text{Option} - \text{Bonus Percentage 4})</math></p> <p>(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Gearing 5} \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing 6} \times \text{Option}; \text{Bonus Floor Percentage})</math></p> <p>where:</p> <p>["<b>Bonus Floor Percentage</b>" means [•];]</p> <p>["<b>Option</b>" means [Put] [Put Spread] [Call] [Call Spread] [EDS] [Forward];]</p> <p>["<b>EDS</b>" means Max (Floor Percentage, Min (Constant Percentage 5 – nEDS × Loss Percentage, Constant Percentage 5));]</p> <p>["<b>Forward</b>" means Final Settlement Value – Strike Percentage;]</p> <p>["<b>nEDS</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage;]</p> <p>["<b>Call</b>" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 4);]</p> <p>["<b>Call Spread</b>" means Min (Max (Final Settlement Value – Strike Percentage; Constant Percentage 4); Spread Percentage);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Put</b>" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 4);]</p> <p>["<b>Put Spread</b>" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 4); Spread Percentage)]</p> <p>[provided that if [the Final Settlement Condition is satisfied and no Knock-in Event has occurred] [the Final Settlement Condition is not satisfied and no Knock-in Event has occurred] [the Final Settlement Condition is not satisfied and a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout – 3-Step Flexi Bonus Securities</b></p> <p>(A) if the Final Settlement Condition is satisfied and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Gearing 1} \times (\text{Constant Percentage 1} + \text{Bonus Percentage 1} + \text{Gearing 2} \times \text{Option 1} - \text{Bonus Percentage 2})</math></p> <p>(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Gearing 3} \times (\text{Constant Percentage 2} + \text{Bonus Percentage 3} + \text{Gearing 4} \times \text{Option 2} - \text{Bonus Percentage 4})</math></p> <p>(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{Gearing 5} \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing 6} \times \text{Option 3}; \text{Bonus Floor Percentage})</math></p> <p>where:</p> <p>["<b>Option 1</b>" means [Put 1] [Put Spread 1] [Call 1] [Call Spread 1] [EDS 1] [Forward 1];]</p> <p>["<b>Option 2</b>" means [Put 2] [Put Spread 2] [Call 2] [Call Spread 2] [EDS 2] [Forward 2];]</p> <p>["<b>Option 3</b>" means [Put 3] [Put Spread 3] [Call 3] [Call Spread 3] [EDS 3] [Forward 3];]</p> <p><b>[Option 1</b></p> <p>["<b>EDS 1</b>" Max (Floor Percentage 1, Min (Constant Percentage 4 – nEDS 1 × Loss Percentage 1, Constant Percentage 5));]</p> <p>["<b>Forward 1</b>" means Final Settlement Value 1– Strike Percentage 1;]</p> <p>["<b>nEDS 1</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value 1 is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 1;]</p> <p>["<b>EDS Barrier Percentage 1</b>" is [●];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Call 1</b>" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 4);]</p> <p>["<b>Call Spread 1</b>" means Min (Max (Final Settlement Value 1 – Strike Percentage 1; Constant Percentage 4); Spread Percentage 1);]</p> <p>["<b>Put 1</b>" means Max (Strike Percentage 1– Final Settlement Value 1; Constant Percentage 4);]</p> <p>["<b>Put Spread 1</b>" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 4); Spread Percentage 1)];</p> <p><b><u>Option 2</u></b></p> <p>["<b>EDS 2</b>" means Max (Floor Percentage 2, Min (Constant Percentage 6 – nEDS 2× Loss Percentage 2, Constant Percentage 7));]</p> <p>["<b>Forward 2</b>" means Final Settlement Value 2 – Strike Percentage 2;]</p> <p>["<b>nEDS 2</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value 2 is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 2;]</p> <p>["<b>EDS Barrier Percentage 2</b>" is [•];]</p> <p>["<b>Call 2</b>" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 6);]</p> <p>["<b>Call Spread 2</b>" means Min (Max (Final Settlement Value 2– Strike Percentage 2; Constant Percentage 6); Spread Percentage 2);]</p> <p>["<b>Put 2</b>" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 6);]</p> <p>["<b>Put Spread 2</b>" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 6); Spread Percentage 2)];</p> <p><b><u>Option 3</u></b></p> <p>["<b>EDS 3</b>" means Max (Floor Percentage 3, Min (Constant Percentage 8 – nEDS 3× Loss Percentage, Constant Percentage 9));]</p> <p>["<b>Forward 3</b>" means Final Settlement Value 3 – Strike Percentage 3;]</p> <p>["<b>nEDS 3</b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value 3 is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage 3;]</p> <p>["<b>EDS Barrier Percentage 3</b>" is [•];]</p> <p>["<b>Call 3</b>" means Max (Final Settlement Value 3 - Strike Percentage 3; Constant Percentage 8);]</p> <p>["<b>Call Spread 3</b>" means Min (Max (Final Settlement Value 3– Strike Percentage 3; Constant Percentage 8); Spread Percentage 3);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Put 3</b>" means Max (Strike Percentage 3 – Final Settlement Value 3; Constant Percentage 8);]</p> <p>["<b>Put Spread 3</b>" means Min (Max (Strike Percentage 3 – Final Settlement Value 3; Constant Percentage 8); Spread Percentage 3)]</p> <p>[provided that if [the Final Settlement Condition is satisfied and no Knock-in Event has occurred] [the Final Settlement Condition is not satisfied and no Knock-in Event has occurred] [the Final Settlement Condition is not satisfied and a Knock-in Event has occurred] no Cash Settlement Amount, will be payable and Physical Delivery will apply.]]</p> <p><b>[Multiple Final Payout – (Capped) Knock-Out Bonus Performance Securities</b></p> <p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2});</math> or</p> <p>(B) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Max}(\text{Bonus Percentage}, \text{Final Settlement Value 1})).]</math></p> <p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2} - \text{Max}(\text{Final Settlement Value 2} - \text{Cap Percentage 1}, \text{Floor Percentage 1}));</math> or</p> <p>(B) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times [\text{Constant Percentage 2} + \text{Max}(\text{Bonus Percentage}, \text{Final Settlement Value 1}) - \text{Max}(\text{Final Settlement Value 1} - \text{Cap Percentage 2}, \text{Floor Percentage 2})]</math></p> <p>]</p> <p><b>[Multiple Final Payout – (Capped) Knock – In Bonus Performance Securities</b></p> <p>[</p> <p>(A) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2});</math> or</p> <p>(B) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Max}(\text{Bonus Percentage}, \text{Final Settlement Value 1})).]</math></p> <p>[</p> <p>(A) if a Knock-in Event has occurred:</p>

Element	Description of Element	Disclosure requirement
		<p><math>RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2} - \text{Max} (\text{Final Settlement Value 2} - \text{Cap Percentage 1}, \text{Floor Percentage 1}));</math> or</p> <p>(B) if no Knock-in Event has occurred:</p> <p><math>RV \times [\text{Constant Percentage 2} + \text{Max} (\text{Bonus Percentage}, \text{Final Settlement Value 1}) - \text{Max} (\text{Final Settlement Value 1} - \text{Cap Percentage 2}, \text{Floor Percentage 2})]</math></p> <p>]</p> <p><b>[Multiple Final Payout – Leveraged Performance Securities</b></p> <p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p><math>RV \times \{ \text{Constant Percentage 1} + \text{Constant Percentage 2} + [\text{Final Settlement Value} + \text{Gearing 1} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage})] \};</math> or</p> <p>(B) if no Knock-out Event has occurred:</p> <p><math>RV \times \{ \text{Constant Percentage 3} + \text{Constant Percentage 4} + [\text{Max} (\text{Fixed Percentage 1}, \text{Fixed Percentage 2} + \text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}))] \}</math></p> <p>]</p> <p>(A) if a Knock-out Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Constant Percentage 2} + \text{Min} [\text{Cap Percentage 1}, [\text{Final Settlement Value} + \text{Gearing 1} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage})]]);</math> or</p> <p>(B) if no Knock-out Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 3} + \text{Constant Percentage 4} + \text{Min} [\text{Cap Percentage 2}, [\text{Max} (\text{Fixed Percentage 1}, \text{Fixed Percentage 2} + \text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}))]])</math></p> <p>]</p> <p>where:</p> <p>["Gearing 1" is [•];]</p> <p>["Gearing 2" is [•];]</p> <p>["Fixed Percentage 1" is [•];]</p> <p>["Fixed Percentage 2" is [•].]</p> <p><b>[Multiple Final Payout – Twin-Win Securities</b></p>

Element	Description of Element	Disclosure requirement
		<p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Max} [\text{Floor Percentage 1}, \text{Gearing 1} \times \text{Final Settlement Value}]);</math> or</p> <p>(B) if no Knock-out Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 2} + \text{Max} [\text{Max} (\text{Gearing 2} \times (\text{Strike Percentage} - \text{Final Settlement Value}), \text{Gearing 3} \times (\text{Final Settlement Value} - \text{Strike Percentage})), \text{Floor Percentage 2}]);</math></p> <p>[</p> <p>(A) if a Knock-out Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + [\text{Min} (\text{Cap Percentage 1}, \text{Gearing 1} \times \text{Final Settlement Value})]);</math> or</p> <p>(B) if no Knock-out Event has occurred</p> <p><math>RV \times \{ \text{Constant Percentage 2} + \text{Max} \{ \text{Max} [\text{Gearing 2} \times (\text{Strike Percentage} - \text{Final Settlement Value}), \text{Min} (\text{Cap Percentage 2} - \text{Strike Percentage}, \text{Gearing 3} \times (\text{Final Settlement Value} - \text{Strike Percentage}))], \text{Floor Percentage } \} \}</math></p> <p>]</p> <p>where:</p> <p>["Gearing 1" is [•];]</p> <p>["Gearing 2" is [•];]</p> <p>["Gearing 3" is [•].]</p> <p><b>[Multiple Final Payout – Knock-In Outperformance Securities</b></p> <p>[</p> <p>(A) if a Knock-in Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage}));</math> or</p> <p>(B) if no Knock-in Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 2} + \text{Final Settlement Value})]</math></p> <p>[</p> <p>(A) if a Knock-in Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 1} + [\text{Min} (\text{Cap Percentage 1}, \text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage}))]);</math> or</p>

Element	Description of Element	Disclosure requirement
		<p>(B) if no Knock-in Event has occurred:</p> <p><math>RV \times (\text{Constant Percentage 2} + [\text{Min} (\text{Cap Percentage 2}, \text{Final Settlement Value})])</math>;</p> <p><b>[Multiple Final Payout – Flexi Performance Securities]</b></p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Gearing Up} \times \text{Option Up} + \text{Gearing Down} \times \text{Option Down})</math></p> <p>where:</p> <p><b>["Down Call"]</b> means <math>\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage})</math>;</p> <p><b>["Down Call Spread"]</b> means <math>\text{Min} (\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage}); \text{Down Cap Percentage})</math>;</p> <p><b>["Down Forward"]</b> means <math>\text{Down Final Settlement Value} - \text{Down Strike Percentage}</math>;</p> <p><b>["Down Put"]</b> means <math>\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage})</math>;</p> <p><b>["Down Put Spread"]</b> means <math>\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage})</math>;</p> <p><b>["Option Down"]</b> means <math>[\text{Down Put}] [\text{Down Put Spread}] [\text{Down Forward}] [\text{Down Call}] [\text{Down Call Spread}]</math>;</p> <p><b>["Option Up"]</b> means <math>[\text{Up Call}] [\text{Up Call Spread}] [\text{Up Forward}] [\text{Up Put}] [\text{Up Put Spread}]</math>;</p> <p><b>["Up Call"]</b> means <math>\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage})</math>;</p> <p><b>["Up Call Spread"]</b> means <math>\text{Min} (\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage}); \text{Up Cap Percentage})</math>;</p> <p><b>["Up Forward"]</b> means <math>\text{Up Final Settlement Value} - \text{Up Strike Percentage}</math>;</p> <p><b>["Up Put"]</b> means <math>\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage})</math>;</p> <p><b>["Up Put Spread"]</b> means <math>\text{Min} (\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage}); \text{Up Cap Percentage})</math>;</p> <p><b>[Multiple Final Payout – Hyper-Flexi Performance Securities]</b></p> <p><math>RV \times (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option Up} + \text{Gearing 2} \times \text{Option Down} + \text{Gearing 3} \times \text{Option Down} + \text{Gearing 4} \times \text{Option Up})</math></p> <p>where:</p> <p><b>["Gearing 1"]</b> means <math>[\bullet]</math>;</p> <p><b>["Gearing 2"]</b> means <math>[\bullet]</math>;</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Gearing 3</b>" means [●];]</p> <p>["<b>Gearing 4</b>" means [●];]</p> <p>["<b>Down Call</b>" means Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage);]</p> <p>["<b>Down Call Spread</b>" means Min (Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Down Forward</b>" means Down Final Settlement Value – Down Strike Percentage;]</p> <p>["<b>Down Put</b>" means Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage);]</p> <p>["<b>Down Put Spread</b>" means Min (Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Option Down</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p> <p>["<b>Option Up</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Up Call</b>" means Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage);]</p> <p>["<b>Up Call Spread</b>" means Min (Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);]</p> <p>["<b>Up Forward</b>" means Up Final Settlement Value – Up Strike Percentage;]</p> <p>["<b>Up Put</b>" means Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage);]</p> <p>["<b>Up Put Spread</b>" means Min (Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage).]]</p> <p><b>[Multiple Final Payout – Flexi Knock-In Performance Securities</b></p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{Gearing Up} \times \text{Option Up})</math>; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Gearing Down} \times \text{Option Down})</math></p> <p>where:</p> <p>["<b>Down Call</b>" means Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage);]</p> <p>["<b>Down Call Spread</b>" means Min (Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Down Forward</b>" means Down Final Settlement Value – Down Strike Percentage;]</p> <p>["<b>Down Put</b>" means Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage);]</p> <p>["<b>Down Put Spread</b>" means Min (Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Option Down</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p> <p>["<b>Option Up</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Up Call</b>" means Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage);]</p> <p>["<b>Up Call Spread</b>" means Min (Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);]</p> <p>["<b>Up Forward</b>" means Up Final Settlement Value – Up Strike Percentage;]</p> <p>["<b>Up Put</b>" means Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage);]</p> <p>["<b>Up Put Spread</b>" means Min (Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage).]]</p> <p><b>[Multiple Final Payout – Flexi Knock-Out Performance Securities]</b></p> <p>(A) if no Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{Gearing Down} \times \text{Option Down})</math>; or</p> <p>(B) if a Knock-out Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Gearing Up} \times \text{Option Up})</math></p> <p>where:</p> <p>["<b>Down Call</b>" means Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage);]</p> <p>["<b>Down Call Spread</b>" means Min (Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Down Forward</b>" means Down Final Settlement Value – Down Strike Percentage;]</p> <p>["<b>Down Put</b>" means Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage);]</p> <p>["<b>Down Put Spread</b>" means Min (Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Option Down</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Option Up</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Up Call</b>" means Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage);]</p> <p>["<b>Up Call Spread</b>" means Min (Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);]</p> <p>["<b>Up Forward</b>" means Up Final Settlement Value – Up Strike Percentage;]</p> <p>["<b>Up Put</b>" means Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage);]</p> <p>["<b>Up Put Spread</b>" means Min (Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage).]]</p> <p><b>[Multiple Final Payout – Hyper-Flexi Knock-In Performance Securities]</b></p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 1} + \text{Gearing Up 1} \times \text{Option Up 1} + \text{Gearing Down 1} \times \text{Option Down 1})</math>; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (\text{Constant Percentage 2} + \text{Gearing Up 2} \times \text{Option Up 2} + \text{Gearing Down 2} \times \text{Option Down 2})</math></p> <p>where:</p> <p>["<b>Gearing Up 1</b>" means [•];]</p> <p>["<b>Gearing Up 2</b>" means [•];]</p> <p>["<b>Gearing Down 1</b>" means [•];]</p> <p>["<b>Gearing Down 2</b>" means [•];]</p> <p>["<b>Down Call</b>" means Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage);]</p> <p>["<b>Down Call Spread</b>" means Min (Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Down Forward</b>" means Down Final Settlement Value – Down Strike Percentage;]</p> <p>["<b>Down Put</b>" means Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage);]</p> <p>["<b>Down Put Spread</b>" means Min (Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Option Down 1</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Option Down 2</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p> <p>["<b>Option Up 1</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Option Up 2</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Up Call</b>" means Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage);]</p> <p>["<b>Up Call Spread</b>" means Min (Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);]</p> <p>["<b>Up Forward</b>" means Up Final Settlement Value – Up Strike Percentage;]</p> <p>["<b>Up Put</b>" means Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage);]</p> <p>["<b>Up Put Spread</b>" means Min (Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage).]]</p> <p><b>[Multiple Final Payout – Hyper-Flexi Knock-Out Performance Securities</b></p> <p>(A) if no Knock-out Event has occurred:</p> $RV \times (\text{Constant Percentage 1} + \text{Gearing Up 1} \times \text{Option Up 1} + \text{Gearing Down 1} \times \text{Option Down 1});$ <p>(B) if a Knock-out Event has occurred:</p> $RV \times (\text{Constant Percentage 2} + \text{Gearing Up 2} \times \text{Option Up 2} + \text{Gearing Down 2} \times \text{Option Down 2})$ <p>where:</p> <p>["<b>Gearing Up 1</b>" means [•];]</p> <p>["<b>Gearing Up 2</b>" means [•];]</p> <p>["<b>Gearing Down 1</b>" means [•];]</p> <p>["<b>Gearing Down 2</b>" means [•];]</p> <p>["<b>Down Call</b>" means Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage);]</p> <p>["<b>Down Call Spread</b>" means Min (Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Down Forward</b>" means Down Final Settlement Value – Down Strike Percentage;]</p> <p>["<b>Down Put</b>" means Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage);]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Down Put Spread</b>" means Min (Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage); Down Cap Percentage);]</p> <p>["<b>Option Down 1</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p> <p>["<b>Option Down 2</b>" means [Down Put] [Down Put Spread] [Down Forward] [Down Call] [Down Call Spread];]</p> <p>["<b>Option Up 1</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Option Up 2</b>" means [Up Call] [Up Call Spread] [Up Forward] [Up Put] [Up Put Spread];]</p> <p>["<b>Up Call</b>" means Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage);]</p> <p>["<b>Up Call Spread</b>" means Min (Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);]</p> <p>["<b>Up Forward</b>" means Up Final Settlement Value – Up Strike Percentage;]</p> <p>["<b>Up Put</b>" means Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage);]</p> <p>["<b>Up Put Spread</b>" means Min (Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage).]]</p> <p><b>[Multiple Final Payout – Hyper-Flexi Multi Knock-In Performance Securities]</b></p> <p>(A) if no Knock-In Event has occurred:</p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}) \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Cap 1} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + \text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Floor 1} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Floor 1}]; \text{Global Cap 1} ] \} ]</math></p> <p>(B) if a Knock-In Event has occurred:</p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}) \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Cap 2} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + \text{Max} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Floor 2} ] \} ]</math></p>

Element	Description of Element	Disclosure requirement
		<p><math>[RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Max} [\text{Sum} (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)})], \text{Global Floor 2}]; \text{Global Cap 2} \} ]</math></p> <p>where:</p> <p>["Fixed Percentage 1" is [•];]</p> <p>["Fixed Percentage 2" is [•];]</p> <p>["Global Cap 1" is [•];]</p> <p>["Global Floor 1" is [•];]</p> <p>["Global Cap 2" is [•];]</p> <p>["Global Floor 2" is [•];]</p> <p>["J" is [•];]</p> <p>["N" is [•];]</p> <p>["n" is [•];]</p> <p>["Constant Percentage<sub>n</sub>" means [•];]</p> <p>["Gearing<sub>n</sub>" is [•];]</p> <p>["Generic Percentage<sub>(n,1)</sub>" is [•];]</p> <p>["Generic Percentage<sub>(n,2)</sub>" is [•];]</p> <p>["Floor Percentage<sub>(n)</sub>" is [•];]</p> <p>["Loss Percentage<sub>(n)</sub>" is [•];]</p> <p>["Final Settlement Value<sub>(n)</sub>" means [•];]</p> <p>["Strike Percentage<sub>(n)</sub>" is [•];]</p> <p>["Spread Percentage<sub>(n)</sub>" is [•];]</p> <p>["Option<sub>n</sub>" [Put<sub>(n)</sub>] [Put Spread<sub>(n)</sub>] [Call<sub>(n)</sub>] [Call Spread<sub>(n)</sub>] [EDS<sub>(n)</sub>] [Forward<sub>(n)</sub>]]</p> <p>["EDS<sub>(n)</sub>" means <math>\text{Max} (\text{Floor Percentage}_{(n)}, \text{Min} (\text{Generic Percentage}_{(n,1)} - n\text{EDS}_{(n)} \times \text{Loss Percentage}_{(n)}, \text{Generic Percentage}_{(n,2)}))</math>;</p> <p>["Forward<sub>(n)</sub>" means <math>\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}</math>;</p> <p>["nEDS<sub>(n)</sub>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than], <math>\text{EDS Barrier Percentage}_{(n)}</math>;</p> <p>["EDS Barrier Percentage<sub>(n)</sub>" is [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Call<sub>(n)</sub></b>" means <math>\text{Max} (\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)});</math>]</p> <p>["<b>Call Spread<sub>(n)</sub></b>" means <math>\text{Min} (\text{Max} (\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)});</math>]</p> <p>["<b>Put<sub>(n)</sub></b>" means <math>\text{Max} (\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)});</math>]</p> <p>["<b>Put Spread<sub>(n)</sub></b>" means <math>\text{Min} (\text{Max} (\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)});</math>]</p> <p>["<b>Constant Percentage<sub>j</sub></b>" means [•];]</p> <p>["<b>Gearing<sub>j</sub></b>" is [•];]</p> <p>["<b>Generic Percentage<sub>(j,1)</sub></b>" is [•];]</p> <p>["<b>Generic Percentage<sub>(j,2)</sub></b>" is [•];]</p> <p>["<b>Floor Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Loss Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Final Settlement Value<sub>(j)</sub></b>" means [•];]</p> <p>["<b>Strike Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Spread Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Option<sub>j</sub></b>" means [Put<sub>(j)</sub>] [Put Spread<sub>(j)</sub>] [Call<sub>(j)</sub>] [Call Spread<sub>(j)</sub>] [EDS<sub>(j)</sub>] [Forward<sub>(j)</sub>];]</p> <p>["<b>EDS<sub>(j)</sub></b>" means [•];]</p> <p>["<b>Forward<sub>(j)</sub></b>" means <math>\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)};</math>]</p> <p>["<b>nEDS<sub>(j)</sub></b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than] EDS Barrier Percentage<sub>(j)</sub>];]</p> <p>["<b>EDS Barrier Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Call<sub>(j)</sub></b>" means <math>\text{Max} (\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)});</math>]</p> <p>["<b>Call Spread<sub>(j)</sub></b>" means <math>\text{Min} (\text{Max} (\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)});</math>]</p> <p>["<b>Put<sub>(j)</sub></b>" means <math>\text{Max} (\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)});</math>]</p> <p>["<b>Put Spread<sub>(j)</sub></b>" means <math>\text{Min} (\text{Max} (\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)});</math>]</p> <p><b>[Multiple Final Payout – Hyper-Flexi Multi Knock-out Performance Securities</b></p>

Element	Description of Element	Disclosure requirement
		<p>[</p> <p>(A) if no Knock-out Event has occurred:</p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}) \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Cap 1} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + \text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Floor 1} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Floor 1}]; \text{Global Cap 1} ] \} ]</math></p> <p>(B) if a Knock out Event has occurred:</p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}) \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Cap 2} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + \text{Max} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Floor 2} ] \} ]</math></p> <p><math>[RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Max} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Floor 2}]; \text{Global Cap 2} ] \} ]</math></p> <p>where:</p> <p>["Fixed Percentage 1" is [•];]</p> <p>["Fixed Percentage 2" is [•];]</p> <p>["Global Cap 1" is [•];]</p> <p>["Global Floor 1" is [•];]</p> <p>["Global Cap 2" is [•];]</p> <p>["Global Floor 2" is [•];]</p> <p>["N" is [•];]</p> <p>["n" is [•];]</p> <p>["J" is [•];]</p> <p>["Constant Percentage<sub>n</sub>" means [•];]</p> <p>["Gearing<sub>n</sub>" is [•];]</p> <p>["Generic Percentage<sub>(n,1)</sub>" is [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Generic Percentage<sub>(n,2)</sub></b>" is [•];]</p> <p>["<b>Floor Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Loss Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Final Settlement Value<sub>(n)</sub></b>" means [•];]</p> <p>["<b>Strike Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Spread Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Option<sub>n</sub></b>" means [Put<sub>(n)</sub>] [Put Spread<sub>(n)</sub>] [Call<sub>(n)</sub>] [Call Spread<sub>(n)</sub>] [EDS<sub>(n)</sub>] [Forward<sub>(n)</sub>]]</p> <p>["<b>EDS<sub>(n)</sub></b>" means Max (Floor Percentage<sub>(n)</sub>, Min (Generic Percentage<sub>(n,1)</sub> – nEDS<sub>(n)</sub> × Loss Percentage<sub>(n)</sub>, Generic Percentage<sub>(n,2)</sub>);]</p> <p>["<b>Forward<sub>(n)</sub></b>" means Final Settlement Value<sub>(n)</sub> – Strike Percentage<sub>(n)</sub>;]</p> <p>["<b>nEDS<sub>(n)</sub></b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than], EDS Barrier Percentage<sub>(n)</sub>;]</p> <p>["<b>EDS Barrier Percentage<sub>(n)</sub></b>" is [•];]</p> <p>["<b>Call<sub>(n)</sub></b>" means Max (Final Settlement Value<sub>(n)</sub> - Strike Percentage<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>);]</p> <p>["<b>Call Spread<sub>(n)</sub></b>" means Min (Max (Final Settlement Value<sub>(n)</sub> – Strike Percentage<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>); Spread Percentage<sub>(n)</sub>);]</p> <p>["<b>Put<sub>(n)</sub></b>" means Max (Strike Percentage<sub>(n)</sub> – Final Settlement Value<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>);]</p> <p>["<b>Put Spread<sub>(n)</sub></b>" means Min (Max (Strike Percentage<sub>(n)</sub> – Final Settlement Value<sub>(n)</sub>; Generic Percentage<sub>(n,1)</sub>); Spread Percentage<sub>(n)</sub>);]</p> <p>["<b>Constant Percentage<sub>j</sub></b>" is [•];]</p> <p>["<b>Gearing<sub>j</sub></b>" is [•];]</p> <p>["<b>Generic Percentage<sub>(j,1)</sub></b>" is [•];]</p> <p>["<b>Generic Percentage<sub>(j,2)</sub></b>" is [•];]</p> <p>["<b>Floor Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Loss Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Final Settlement Value<sub>(j)</sub></b>" means [•];]</p> <p>["<b>Strike Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Spread Percentage<sub>(j)</sub></b>" is [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Option<sub>j</sub></b>" means <math>[\text{Put}_{(j)}] [\text{Put Spread}_{(j)}] [\text{Call}_{(j)}] [\text{Call Spread}_{(j)}] [\text{EDS}_{(j)}] [\text{Forward}_{(j)}]</math>;</p> <p>["<b>EDS<sub>(j)</sub></b>" means <math>\text{Max} (\text{Floor Percentage}_{(j)}, \text{Min} (\text{Generic Percentage}_{(j,1)} - n\text{EDS}_{(j)} \times \text{Loss Percentage}_{(j)}, \text{Generic Percentage}_{(j,2)}))</math>;</p> <p>["<b>Forward<sub>(j)</sub></b>" means <math>\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}</math>;</p> <p>["<b>nEDS<sub>(j)</sub></b>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is [less than or equal to] [less than] [greater than or equal to] [greater than], EDS Barrier Percentage<sub>(j)</sub>;</p> <p>["<b>EDS Barrier Percentage<sub>(j)</sub></b>" is [•];]</p> <p>["<b>Call<sub>(j)</sub></b>" means <math>\text{Max} (\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)})</math>;</p> <p>["<b>Call Spread<sub>(j)</sub></b>" means <math>\text{Min} (\text{Max} (\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)})</math>;</p> <p>["<b>Put<sub>(j)</sub></b>" means <math>\text{Max} (\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)})</math>;</p> <p>["<b>Put Spread<sub>(j)</sub></b>" means <math>\text{Min} (\text{Max} (\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)})</math>]</p> <p><b>[Multiple Final Payout – Capped and Floored Ratchet Securities</b></p> <p><math>[[\text{RV} \times (\text{Max} (\text{Sum} (q = 1, 2, \dots, Q) \text{Max} ((\text{Constant Percentage } 1 + \text{Final Settlement Value}_{(q)} - \text{Strike Percentage}), \text{Local Floor Percentage}), \text{Global Floor Percentage}))]</math></p> <p><math>[\text{RV} \times (\text{Max} (\text{Sum} (i = 1, 2, \dots, I) \text{Sum} (q = 1, 2, \dots, Q) \text{Max} ((\text{Constant Percentage } 1 + \text{Final Settlement Value}_{(i,q)} - \text{Strike Percentage}_{(i,q)}), \text{Local Floor Percentage}_{(i,q)}), \text{Global Floor Percentage}))]</math></p> <p>]</p> <p>[</p> <p><math>[\text{RV} \times (\text{Max} (\text{Sum} (q = 1, 2, \dots, Q) \text{Max} (\text{Min} (\text{Constant Percentage } 1 + \text{Final Settlement Value}_{(q)} - \text{Strike Percentage}, \text{Local Cap Percentage}), \text{Local Floor Percentage}), \text{Global Floor Percentage}))]</math></p> <p><math>[\text{RV} \times (\text{Max} (\text{Sum} (q = 1, 2, \dots, Q) \text{Max} (\text{Min} (\text{Constant Percentage } 1 + \text{Final Settlement Value}_{(i,q)} - \text{Strike Percentage}_{(i,q)}, \text{Local Cap Percentage}_{(i,q)}), \text{Local Floor Percentage}), \text{Global Floor Percentage}))]</math></p> <p>]</p> <p>where:</p> <p>["<b>I</b>" is [•];]</p> <p>["<b>Q</b>" is [•].]</p> <p><b>[Multiple Final Payout – Weighted Mixed Payouts Securities</b></p>

Element	Description of Element	Disclosure requirement
		<p><i>(Include all the relevant items and definitions in the Summary necessary to calculate the Additional Final Payout)</i></p> $RV \times (\text{Constant Mixed Percentage} + \text{Sum } (a = 1, 2, \dots, A) PW_{(a)} \text{ Prod } (b = 1, 2, \dots, B) \text{ Additional Final Payout}_{(a,b)})$ <p>where:</p> <p>["<b>Constant Mixed Percentage</b>" is [•];</p> <p>["<b>PW</b>" is the relevant Additional Final Payout Weighting;]</p> <p>["<b>A</b>" is [•];]</p> <p>["<b>a</b>" is [•];]</p> <p>["<b>b</b>" is [•];]</p> <p>["<b>B</b>" is [•]</p> <p>["<b>Additional Final Payout</b>" means [•]]</p> <p><b>[Multiple Final Payout – Knock-In Mixed Payouts Securities</b></p> <p>(A) if no Knock-in Event has occurred:</p> $RV \times (\text{Mixed Constant 1} + \text{Mixed Gearing 1} \times \text{Additional Final Payout 1}); \text{ or}$ <p>(B) if a Knock-in Event has occurred:</p> $RV \times (\text{Mixed Constant 2} + \text{Mixed Gearing 2} \times \text{Additional Final Payout 2});$ <p>where:</p> <p>["<b>Additional Final Payout 1</b>" means [•];]</p> <p>["<b>Additional Final Payout 2</b>" means [•];]</p> <p>["<b>Mixed Constant 1</b>" is [•];]</p> <p>["<b>Mixed Constant 2</b>" is [•];]</p> <p>["<b>Mixed Gearing 1</b>" is [•];]</p> <p>["<b>Mixed Gearing 2</b>" is [•].]]</p> <p><b>[Multiple Final Payout – Knock-out Mixed Payouts Securities</b></p> <p>(A) if no Knock-out Event has occurred:</p> $RV \times (\text{Mixed Constant 1} + \text{Mixed Gearing 1} \times \text{Additional Final Payout 1}); \text{ or}$ <p>(B) if a Knock-out Event has occurred:</p> $RV \times (\text{Mixed Constant 2} + \text{Mixed Gearing 2} \times \text{Additional Final Payout 2});$

Element	Description of Element	Disclosure requirement
		<p>where:</p> <p>["Additional Final Payout 1" means [•];]</p> <p>["Additional Final Payout 2" means [•];]</p> <p>["Mixed Constant 1" is [•];]</p> <p>["Mixed Constant 2" is [•];]</p> <p>["Mixed Gearing 1" is [•];]</p> <p>["Mixed Gearing 2" is [•].]</p> <p><b>[Multiple Final Payout – Max Mixed Payouts Securities</b></p> <p><i>(Include all the relevant items and definitions in the Summary necessary to calculate the Additional Final Payout)</i></p> <p><math>RV \times (\text{Constant Mixed Percentage} + \text{Max } (a = 1, 2, \dots, A) \text{ Additional Final Payout}_{(a)})</math></p> <p>where:</p> <p>["A" is [•];]</p> <p>["a" is [•];]</p> <p>["Constant Mixed Percentage" is [•];]</p> <p>["Additional Final Payout" means [•].]</p> <p><b>[Multiple Final Payout – Leveraged Securities</b></p> <p><math>RV \times (\text{Reference Level} - \text{Fixed Percentage})</math></p> <p>where:</p> <p>["Reference Level" means: <math>\text{Reference Level}_0 \times (1 + \text{Participation Factor} \times (\text{Fund Level}_t - \text{Fund Level}_0) / \text{Fund Level}_0 - (\text{Participation Factor} - 1) \times \text{Fees})</math>;</p> <p>["Reference Level<sub>0</sub>" means [•];]</p> <p>["Fund Level<sub>0</sub>" means [•];]</p> <p>["Fund Level" means the Settlement Price of the Underlying Reference(s) as of the MFP Settlement Valuation Date.]</p> <p>["Fixing Date" means the Calculation Date immediately preceding the First Calculation Date;]</p> <p>["Calculation Date" means each day which is a Fund Business Day.]</p> <p>["Day Count Fraction" is [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>First Calculation Date</b>" means [•].]</p> <p>["<b>Fees</b>" means the cumulative leverage fee, expressed as a percentage and calculated by the Calculation Agent as the aggregate sum of the Fees Accrued during each Fees Accrual Period;]</p> <p>["<b>Fees Accrued</b>" means, in respect of a Fee Accrual Period, the fees accrued during such period, expressed as a percentage and calculated by the Calculation Agent as: (Fee ISDA Rate + Fee Margin) × Day Count Fraction]</p> <p>["<b>Fee ISDA Rate</b>" means [•];]</p> <p>["<b>Fee Margin</b>" is [•];]</p> <p>["<b>Fee Accrual Period(s)</b>" means the periods commencing on (and including) the Fee Accrual Commencing Date up to (but excluding) the first Fee Accrual Date and each subsequent period commencing on (and including) a Fee Accrual Date up to (but excluding) the next following Fee Accrual Date.]</p> <p>["<b>Fee Accrual Commencing Date</b>" is [•];]</p> <p>["<b>Fee Accrual Date(s)</b>" is [•];]</p> <p>["<b>Fixed Percentage</b>" means [•];]</p> <p>["<b>Participation Factor</b>" is [•].]</p> <p><b>[Single FI FX Vanilla Securities</b></p> <p>[</p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times FI \text{ Constant Percentage } 1</math>; or</p> <p>(B) if a Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + (\text{Gearing} \times \text{Option}))</math>];</p> <p style="padding-left: 40px;"><math>[[RV \times (FI \text{ Constant Percentage } 1 + (\text{Gearing} \times \text{Option}))</math>];</p> <p>[</p> <p>(A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + (\text{Gearing} \times \text{Option}))</math>];</p> <p>(B) in all other cases:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1)</math>]</p> <p>where:</p> <p>["<b>Option</b>" means <math>\text{Max}(\text{Performance Value}, \text{Floor})</math>]]</p>

Element	Description of Element	Disclosure requirement
		<p><b>[Single FI Digital Floor Securities</b></p> <p>[</p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{FI Constant Percentage 1};</math></p> <p>(B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 1});</math> or</p> <p>(C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 2})]</math></p> <p>[</p> <p>(A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 1})</math></p> <p>(B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 2})]</math></p> <p>[</p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{FI Constant Percentage 1};</math> or</p> <p>(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 1});</math> or</p> <p>(C) in all other cases:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 2})</math></p> <p>]]</p> <p><b>[Single FI Digital Cap Securities</b></p> <p>[</p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times \text{FI Constant Percentage 1};</math></p>

Element	Description of Element	Disclosure requirement
		<p>(B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Cap Percentage } 1);</math></p> <p>(C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Cap Percentage } 2);]</math></p> <p>[</p> <p>(A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Cap Percentage } 1);</math> or</p> <p>(B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Cap Percentage } 2);</math></p> <p>]</p> <p>[</p> <p>(A) if no Knock-in Event has occurred:</p> <p style="padding-left: 40px;"><math>RV \times FI \text{ Constant Percentage } 1;</math> or</p> <p>(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Cap Percentage } 1);</math> or</p> <p>(C) in all other cases:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Cap Percentage } 2).</math></p> <p>]]</p> <p><b>[Single FI Digital Plus Securities</b></p> <p>[</p> <p>(A) if, irrespective of whether a Knock-in Event has or has not occurred, the FI Digital Plus Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (FI \text{ Constant Percentage } 1 + \text{ Max } (Digital \text{ Plus Percentage } 1, (\text{Gearing A} \times FI \text{ Digital Value})));</math> or</p> <p>(B) if no Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times FI \text{ Constant Percentage } 1;</math> or</p>

Element	Description of Element	Disclosure requirement
		<p>(C) if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Min}(\text{Digital Plus Percentage 2}, \text{Max}(\text{Gearing B} \times \text{FI Digital Value}), \text{FI Digital Floor Percentage}));</math></p> <p style="text-align: right;">]</p> <p style="text-align: right;">[</p> <p>(A) if the FI Digital Plus Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Max}(\text{Digital Plus Percentage 1}, (\text{Gearing A} \times \text{FI Digital Value})));</math> or</p> <p>(B) if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Min}(\text{Digital Plus Percentage 2}, \text{Max}(\text{Gearing B} \times \text{FI Digital Value}), \text{FI Digital Floor Percentage}));</math></p> <p style="text-align: right;">]</p> <p style="text-align: right;">[</p> <p>(A) irrespective of whether a Knock-in Event and/or Knock-out Event has occurred, if the FI Digital Plus Condition is satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Max}(\text{Digital Plus Percentage 1}, (\text{Gearing A} \times \text{FI Digital Value})));</math> or</p> <p>(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:</p> <p style="padding-left: 40px;"><math>RV \times (\text{FI Constant Percentage 1} + \text{Max}(\text{Digital Plus Percentage 2}, \text{Max}(\text{Gearing B} \times \text{FI Digital Value}), \text{FI Digital Floor Percentage})));</math> or</p> <p>(C) in all other cases:</p> <p style="padding-left: 40px;"><math>RV \times \text{FI Constant Percentage 1}]</math></p> <p><b>[Continuous FX Wedding Cake Securities</b></p> <p>[If, at all times on each Observation Date during the Observation Period the Underlying Reference Level remains within Range 1:</p> <p style="padding-left: 40px;"><math>RV \times \text{FXR}_1]</math></p> <p>[If at all times on each Observation Date during the Observation Period, the Underlying Reference Level has, at least once, moved outside Range 1 but has remained within Range 2: <math>RV \times \text{FXR}_2]</math></p>

Element	Description of Element	Disclosure requirement
		<p>[If at all times on each Observation Date during the Observation Period, the Underlying Reference Level has, at least once, moved outside [Range 1] [Range 2] [and] [[•]], but has remained within Range [•]: <math>RV \times FXR_{[•]}</math>]</p> <p>[If none of the previous conditions has been met: RV]</p> <p>where</p> <p>["Range 1" is [•];]</p> <p>["Range 2" is [•];]</p> <p>["Range [•]" is [•];]</p> <p>["FXR_1" is [•];]</p> <p>["FXR_2" is [•];]</p> <p>["FXR_[•]" is [•].]</p> <p><b>[Single FI Inflation Securities</b></p> <p>[<math>RV \times \text{Max} [\text{Constant Percentage 1}; \text{Gearing} \times \text{Inflation Rate}]</math>]</p> <p>[<math>RV \times \text{Min} [\text{Constant Percentage 1}; \text{Max} [\text{Constant Percentage 2}; \text{Gearing} \times \text{Inflation Rate}]]</math>]</p> <p><i>[Insert if Payout Switch is applicable:</i></p> <p><b>Payout Switch</b></p> <p>If [the Issuer elects that the Final Payout be amended] [an Automatic Payout Switch Event occurs], the Final Payout of the Securities will be amended on and after [•] (the "Payout Switch Date") to [specify switched payout].</p> <p>"Automatic Payout Switch Event" means [specify].]</p> <p><i>[Insert if Maximum/Minimum Amount is applicable:</i></p> <p><b>Maximum/Minimum Amount</b></p> <p>[The Cash Settlement Amount will be subject to [a cap of the Maximum Amount equal to [•] [and] [a floor of the Minimum Amount equal to [•].]</p> <p><b>[Entitlement Amount</b></p> <p>[[Entitlement Units <math>\times</math> Entitlement Multiplier] [Entitlement Units <math>\times</math> Entitlement Multiplier <math>\times</math> Weighting].</p> <p>["Entitlement Units": means [•];]</p> <p>["Entitlement Multiplier": means [•];]</p> <p>["Weighting": means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p><b>[Delivery of Worst-Performing Underlying]</b></p> <p><math>NA \times \text{Settlement Payout} / (\text{Worst Performing Underlying Reference Closing Price Value}_{(i)} \times FX_{(i)})</math></p> <p>where:</p> <p><b>["Settlement Payout" means: [•];]</b></p> <p><b>["Worst Performing Underlying Reference Closing Price Value<sub>(i)</sub>" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant MFP Valuation Date in respect of the Underlying Reference with the Worst Value on such date;]</b></p> <p><b>["MFP Valuation Date(s)" means: [•];]</b></p> <p><b>["Underlying Reference Closing Price Value<sub>(i)</sub>" is the Underlying Reference Closing Price Value on the relevant MFP Valuation Date;]</b></p> <p><b>["Underlying Reference Closing Price Value" means [•];]</b></p> <p><b>["Worst Value" means, in respect of a MFP Valuation Date, the lowest Underlying Reference Value for any Underlying Reference in the Basket in respect of such MFP Valuation Date.]</b></p> <p><b>["Underlying Reference Value" means: [•]]</b></p> <p><b>["FX<sub>(i)</sub>" is the relevant Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day.]</b></p> <p><b>["Underlying Reference FX Level" means: [•].]</b></p> <p><b>[Delivery of Best-Performing Underlying]</b></p> <p><math>NA \times \text{Settlement Payout} / (\text{Best Performing Underlying Reference Closing Price Value}_{(i)} \times FX_{(i)})</math></p> <p>where:</p> <p><b>["Best-Performing Underlying Reference Closing Price Value<sub>(i)</sub>" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant MFP Valuation Date in respect of the Underlying Reference with the Best Value on such date;]</b></p> <p><b>["Settlement Payout" means: [•];]</b></p> <p><b>["Worst Performing Underlying Reference Closing Price Value<sub>(i)</sub>" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant MFP Valuation Date in respect of the Underlying Reference with the Worst Value on such date;]</b></p> <p><b>["MFP Valuation Date(s)" means: [•];]</b></p> <p><b>["Underlying Reference Closing Price Value<sub>(i)</sub>" is the Underlying Reference Closing Price Value on the relevant MFP Valuation Date;]</b></p> <p><b>["Underlying Reference Closing Price Value" means [•];]</b></p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Best Value</b>" means, in respect of a MFP Valuation Date, the highest Underlying Reference Value for any Underlying Reference in the Basket in respect of such MFP Valuation Date.]</p> <p>["<b>Underlying Reference Value</b>" means: [•]]</p> <p>["<b>FX<sub>(i)</sub></b>" is the relevant Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day.]</p> <p>["<b>Underlying Reference FX Level</b>" means: [•].]</p> <p><b>[Delivery of the Underlying]</b></p> <p><math>NA \times \text{Settlement Payout} / (\text{Underlying Reference Closing Price Value} \times \text{FX}_{(i)})</math></p> <p>where:</p> <p>["<b>Settlement Payout</b>" means: [•];]</p> <p>["<b>Underlying Reference Closing Price Value</b>" is the Underlying Reference Closing Price Value on the relevant MFP Valuation Date;]</p> <p>["<b>FX<sub>(i)</sub></b>" is the Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day;]</p> <p>["<b>Underlying Reference FX Level</b>" means: [•]]</p> <p>[The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and <i>in lieu</i> thereof the Issuer will pay a residual amount.]]</p> <p><b>[Early Expiration]</b></p> <p>If an Automatic Early Expiration Event has occurred, each Warrant entitles its holder to receive from the relevant Issuer on [each] [the] the Automatic Early Expiration Date the [Automatic Early Expiration Amount] [Early Expiration Entitlement] [, less any Expenses not already paid]. Each such Warrant shall be automatically settled on the Automatic Early Expiration Date(s) falling on [•].]</p> <p>The Automatic Early Expiration Amount will be [equal to (i) the product of [•] (the "<b>RV</b>") and (ii) the sum of [•] (the "<b>Automatic Early Expiration Percentage</b>") and [•] (the "<b>AES Rate</b>")]/[an amount equal to:]]</p> <p><b>[Automatic Early Expiration Payout Capitalised Call and Put Securities 2]</b></p> <p>0 (zero)]</p> <p><b>[SFP Automatic Early Expiration Payout]</b></p> <p><math>RV \times [\text{Constant AES Percentage} + \text{Premium Percentage} \times i]</math></p> <p>where</p> <p>"<b>Constant AES Percentage</b>" is [•].]</p> <p><b>[MFP Automatic Early Expiration Payout]</b></p>

Element	Description of Element	Disclosure requirement
		<p>[NA × (AES Expiration Percentage + AES Exit Rate)]</p> <p>[NA × {[Max (AES Expiration Percentage 1 + Gearing × Max (AES Expiration Percentage 2 – MFP AES Value; Floor Percentage 1)); Floor Percentage 2] + Premium Percentage × DCF}]</p> <p>"DCF" is [•]</p> <p>[provided that the MFP Automatic Early Expiration Payout will be subject to [a cap of [•]] [and] [a floor of [•].]</p> <p>where:</p> <p>["AES up Rate" means:</p> <p>[Min (Max (ES Floor Percentage<sub>(i)</sub>, ES Gearing<sub>(i)</sub> × (ES Value<sub>(i)</sub> - ES Strike Percentage<sub>(i)</sub>) + ES Spread<sub>(i)</sub>), ES Cap Percentage<sub>(i)</sub> + ES Constant Percentage<sub>(i)</sub>]</p> <p>[Min (ES Gearing<sub>(i)</sub> × (ES Value<sub>(i)</sub> - ES Strike Percentage<sub>(i)</sub>) + ES Spread<sub>(i)</sub>, ES Cap Percentage<sub>(i)</sub> + ES Constant Percentage<sub>(i)</sub>]</p> <p>[Max (ES Floor Percentage<sub>(i)</sub>, ES Gearing<sub>(i)</sub> × (ES Value<sub>(i)</sub> - ES Strike Percentage<sub>(i)</sub>) + ES Spread<sub>(i)</sub> + ES Constant Percentage<sub>(i)</sub>]</p> <p>[ES Gearing<sub>(i)</sub> × (ES Value<sub>(i)</sub> - ES Strike Percentage<sub>(i)</sub>) + ES Spread<sub>(i)</sub> + ES Constant Percentage<sub>(i)</sub>]</p> <p>["AES Exit Rate" means, in respect of [a MFP ES Valuation Date] [MFP ES Valuation Period], the [AES Rate] [AES up Rate];]</p> <p>["AES Rate(s)" means the rate(s) specified with reference to each Automatic Early Expiration Date;]</p> <p>["AES Expiration Percentage" means [•];]</p> <p>["AES Expiration Percentage 1" means [•];]</p> <p>["AES Expiration Percentage 2" means [•];]</p> <p>["AES Reference Rate" means [•];]</p> <p>["ES Cap Percentage" means [•];]</p> <p>["ES Constant Percentage" means [•];]</p> <p>["ES Floor Percentage" means, [•];]</p> <p>["ES Gearing" means, [•];]</p> <p>["ES Spread" means, [•];]</p> <p>["ES Strike Percentage" means, [•];]</p> <p>["ES Value" means [•];]</p> <p>["MFP ES Valuation Date" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["MFP Valuation Period" means [•].]</p> <p><b>[Leveraged Warrants Automatic Early Expiration Payout</b></p> $\frac{\text{Net Proceeds}}{\text{Number of Warrants issued}}$ <p>[provided that the Leveraged Warrants Automatic Early Expiration Payout will be subject to [a cap of [•]][and] [a floor of [•].]</p> <p>Where:</p> <p>"Net Proceeds" means the proceeds which the Issuer has actually received from the sale by it in the Underlying Reference, net of any costs, expenses or taxes incurred by the Issuer in connection with such sale.]</p> <p><b>[FI Underlying Automatic Early Expiration Payout</b></p> <p>NA]</p> <p>[If the Automatic Early Expiration Amount is not an amount in [specify] (the "Settlement Currency"), it will be converted into the Settlement Currency at [insert exchange rate].]</p> <p><b>["Early Expiration Entitlement"</b> means [the quantity of the Relevant Asset] [the Relevant Assets] which a Securityholder is entitled to receive on [each] [the] Automatic Early Expiration Date in respect of each Warrant which shall be the Entitlement Units multiplied by the Entitlement Multiplier [multiplied by the Weighting (in respect of any Underlying Reference constituted by a Basket).</p> <p>Where:</p> <p><b>["Entitlement Units":</b> means [•];]</p> <p><b>["Entitlement Multiplier":</b> means [•];]</p> <p><b>["Weighting":</b> means [•].]</p> <p><b>Expenses</b></p> <p>A holder of Securities must pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, sale commissions, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement of such Securities and/or the delivery or transfer of the Entitlement (as applicable) pursuant to the terms of such Securities ("<b>Expenses</b>") relating to such Securities.</p>
		<b>[GENERAL FORMULAS DEFINITIONS</b>
		<p><b>["Additional Final Payout"</b> means [•];]</p> <p><b>["Additional Final Payout Weighting"</b> is [•];]</p> <p><b>["Additional Gearing"</b> means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Barrier Condition</b>" means that Coupon Value for the relevant Underlying Reference for the relevant MFP Valuation Date is [greater than] [less than] [equal to or greater than] [less than or equal to] the Barrier Level;]</p> <p>["<b>Barrier Level</b>" means [•];]</p> <p>["<b>Barrier Percentage</b>" means [•];]</p> <p>["<b>Barrier Percentage Strike Price</b>" means [•];]</p> <p>["<b>Barrier Range Level</b>" means [•], [subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions];]</p> <p>["<b>Bonus Coupon</b>" means [•];]</p> <p>["<b>Bonus Level</b>" means [•];]</p> <p>["<b>Bonus Percentage</b>" means [•];]</p> <p>["<b>Bonus Percentage 1</b>" means [•];]</p> <p>["<b>Bonus Percentage 2</b>" means [•];]</p> <p>["<b>Bonus Percentage 3</b>" means [•];]</p> <p>["<b>Bonus Percentage 4</b>" means [•];]</p> <p>["<b>Cap Level</b>" means [•];]</p> <p>["<b>Cap Percentage</b>" is [•];]</p> <p>["<b>Cap Percentage 1</b>" is [•];]</p> <p>["<b>Cap Percentage 2</b>" is [•];]</p> <p>["<b>Cap Percentage 3</b>" is [•];]</p> <p>["<b>Cap</b>" means [•];]</p> <p>["<b>Constant A</b>" means [•];]</p> <p>["<b>Constant B</b>" means [•];]</p> <p>["<b>Constant Percentage</b>" means [•];]</p> <p>["<b>Constant Percentage 1</b>" means [•];]</p> <p>["<b>Constant Percentage 2</b>" means [•];]</p> <p>["<b>Constant Percentage 3</b>" means [•];]</p> <p>["<b>Constant Percentage 4</b>" means [•];]</p> <p>["<b>Constant Percentage 5</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["Constant Percentage 6" means [•];]</p> <p>["Constant Percentage 7" means [•];]</p> <p>["Constant Percentage 8" means [•];]</p> <p>["Constant Percentage 9" means [•];]</p> <p>["Constant Percentage 10" means [•];]</p> <p>["Constant Percentage 11" means [•];]</p> <p>["Constant Percentage 12" means [•];]</p> <p>["Constant Percentage 13" means [•];]</p> <p>["Constant Percentage 14" means [•];]</p> <p>["Constant Percentage 15" means [•];]</p> <p>["Constant Percentage 16" means [•];]</p> <p>["Constant Percentage 17" means [•];]</p> <p>["Conversion Rate Final" means the Conversion Rate on the Valuation Date;]</p> <p>["Coupon Airbag Percentage 1" means [•];]</p> <p>["Coupon Airbag Percentage 2" means [•];]</p> <p>["Coupon Airbag Percentage" means [•];]</p> <p>["Coupon Value" means, [•];]</p> <p>["Coupon Weighting" means [•];]</p> <p>["Cumulative Inflation Rate" means <math>\text{Inflation Index}_{(i)}/\text{Inflation Index}_{(\text{base})}</math>]</p> <p>["DC Barrier Value" means, in respect of [a MFP Coupon Valuation Date] [MFP Coupon Valuation Period] [•];]</p> <p>["Digital Cap Percentage 1" means [•];]</p> <p>["Digital Cap Percentage 2" means [•];]</p> <p>["Digital Floor Percentage 1" means [•];]</p> <p>["Digital Floor Percentage 2" means [•];]</p> <p>["Digital Plus Percentage 1" means [•];]</p> <p>["Digital Plus Percentage 2" means [•];]</p> <p>["Down Cap Percentage" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Down Final Settlement Value</b>" means [•];]</p> <p>["<b>Down Floor Percentage</b>" means [•];]</p> <p>["<b>Down Strike Percentage</b>" means [•];]</p> <p>["<b>EDS Barrier Percentage</b>" means [•];]</p> <p>["<b>Exchange Rate</b>" means [•];]</p> <p>["<b>Exchange Rate Initial</b>" means the Exchange Rate on the Strike Date;]</p> <p>["<b>Exchange Rate Final</b>" means the Exchange Rate on the Valuation Date;]</p> <p>["<b>Express Amount</b>" means [•];]</p> <p>["<b>FI Basket 1</b>" means [•];]</p> <p>["<b>FI Basket 2</b>" means [•];]</p> <p>["<b>FI Constant Percentage</b>" means [•];]</p> <p>["<b>FI Constant Percentage 1</b>" means [•];]</p> <p>["<b>FI DC Barrier Value</b>" means, in respect of a FI Remuneration Valuation Date and the Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference;]</p> <p>["<b>FI Digital Cap Condition</b>" means the FI Digital Value for the relevant FI Valuation Date is greater than or equal to the FI Digital Cap Level;]</p> <p>["<b>FI Digital Cap Level</b>" means [the FX Digital Level] [[•];]</p> <p>["<b>FI Digital Floor Condition</b>" means the FI Digital Value for the relevant FI Valuation Date is less than or equal to the FI Digital Floor Level;]</p> <p>["<b>FI Digital Floor Level</b>" means [the FX Digital Level] [•];]</p> <p>["<b>FI Digital Floor Percentage</b>" means [•];]</p> <p>["<b>FI Digital Plus Condition</b>" means the FI Digital Value for the relevant FI Valuation Date is greater than the FI Digital Plus Level;]</p> <p>["<b>FI Digital Plus Level</b>" means [the FX Digital Level] [•];]</p> <p>["<b>FI Digital Value</b>" means, in respect of a FI Valuation Date, the Performance Value;]</p> <p>["<b>FI Lower Barrier Level 2</b>" means [•];]</p> <p>["<b>FI Lower Barrier Level</b>" means [•];]</p> <p>["<b>FI Rate A</b>" means [•];]</p> <p>["<b>FI Rate B</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>FI Rate</b>" means [•];]</p> <p>["<b>FI Remuneration Valuation Date</b>" means [•];]</p> <p>["<b>FI Settlement Valuation Date</b>" means each [Settlement Price Date] [Pricing Date];]</p> <p>["<b>FI Upper Barrier Level 2</b>" means [•];]</p> <p>["<b>FI Upper Barrier Level</b>" means [•];]</p> <p>["<b>FI Valuation Date</b>" means [FI Settlement Valuation Date] [an FI Remuneration Valuation Date];]</p> <p>["<b>Final Reference Level</b>" means: [the Settlement Price on the Valuation Date] [the arithmetic average of the Settlement Prices determined on each of the Averaging Dates];]</p> <p>["<b>Final Settlement Condition</b>" means that:</p> <p>[[the FS Barrier Value for [the relevant MFP FS Barrier Valuation Date] [the MFP FS Barrier Valuation Period] is [greater than] [less than] [equal to or greater than] [less than or equal to] [the Final Settlement Condition Level] [within] [the Final Settlement Range Level] [outside] [the Final Settlement Range Level]] (the "<b>Final Settlement Condition 1</b>")]; [and][or]</p> <p>[the FS Barrier Value 2 for [the relevant MFP FS Barrier Valuation Date] [the MFP FS Barrier Valuation Period] is [greater than] [less than] [equal to or greater than] [less than or equal to] [the Final Settlement Condition Level 2] [within] [the Final Settlement Range Level] [outside] [the Final Settlement Range Level] (the "<b>Final Settlement Condition 2</b>")];</p> <p>["<b>Final Settlement Condition Level</b>" means [•];]</p> <p>["<b>Final Settlement Condition Level 2</b>" means [•];]</p> <p>["<b>Final Settlement Value 1</b>" means [•];]</p> <p>["<b>Final Settlement Value 2</b>" means [•];]</p> <p>["<b>Final Settlement Value 3</b>" means [•];]</p> <p>["<b>Final Settlement Value 4</b>" means [•];]</p> <p>["<b>FI Remuneration Valuation Date</b>" means [•];]</p> <p>["<b>Final Settlement Value</b>" means [•];]</p> <p>["<b>Final Settlement Price</b>" means [the Settlement Price on the relevant FI Valuation Date] [the arithmetic average of the Settlement Prices for all Averaging Dates] [the highest Settlement Price for all Averaging Dates] [the lowest Settlement Price for all Averaging Dates];]</p> <p>["<b>Final Settlement Range Level</b>" means [•];]</p> <p>["<b>Fixed Percentage</b>" is [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Floor Percentage</b>" is [•];]</p> <p>["<b>Floor Percentage 1</b>" is [•];]</p> <p>["<b>Floor Percentage 2</b>" is [•];]</p> <p>["<b>Floor</b>" means [•];]</p> <p>["<b>FS Barrier Value</b>" means [•];]</p> <p>["<b>FS Barrier Value 2</b>" means [•];]</p> <p>["<b>FS Cap Percentage</b>" means [•];]</p> <p>"<b>FS Constant Percentage</b>" means [•];]</p> <p>["<b>FS CSN Rate</b>" means a percentage calculated as the product of the FS Rate and the applicable FS Day Count Fraction;]</p> <p>["<b>FS Day Count Fraction</b>" means [•];]</p> <p>["<b>FS Exit Rate</b>" means [FS Rate] [FS up Rate] [FS CSN Rate];]</p> <p>["<b>FS Floor Percentage</b>" means [•];]</p> <p>["<b>FS Gearing</b>" means [•];]</p> <p>["<b>FS Rate</b>" means [•];]</p> <p>["<b>FS Spread</b>" means [•];]</p> <p>["<b>FS Strike Percentage</b>" means [•];]</p> <p>["<b>FS Up Rate</b>" means: [Min (Max (FS Floor Percentage, FS Gearing× (FS Value - FS Strike Percentage) +FS Spread), FS Cap Percentage)+FS Constant Percentage];</p> <p>[Max (FS Floor Percentage, FS Gearing × (FS Value - FS Strike Percentage) +FS Spread) + FS Constant Percentage];</p> <p>["<b>FS Value</b>" means, [•];]</p> <p>["<b>FX Coupon Performance</b>" means, in respect of [an FI Remuneration Valuation Date]: [the FX Coupon Performance Value];[the sum of the values calculated for each Alternative Currency in the Relevant Basket as the FX Coupon Performance Value for the relevant Alternative Currency for such FI Remuneration Valuation Date] [multiplied by the relevant FX Weighting]; [the highest FX Coupon Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Remuneration Valuation Date]; [the lowest FX Coupon Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Remuneration Valuation Date] [</p> $\sum_{j=1}^m \sum_{i=1}^n G_j \times (W_i \times \text{FX Coupon Performance Value})$ <p>where:</p>

Element	Description of Element	Disclosure requirement
		<p>["G<sub>j</sub>" means, in respect of the basket of Alternative Currencies] [•];</p> <p>["W<sub>i</sub>" means [the FX Weighting for such Alternative Currency]</p> <p>[the sum of the values calculated in the Relevant Basket as the FX Coupon Ranked Value for the relevant Alternative/Base Currency for such FI Remuneration Valuation Date multiplied by the relevant FX Weighting;]</p> <p>["<b>FX Coupon Performance Value</b>" means, in respect of an FI Remuneration Valuation Date and an Alternative Currency:</p> <p>[FX Final Remuneration Settlement Price – FX Initial Remuneration Settlement Price; ]</p> <p>[FX Initial Remuneration Settlement Price – FX Final Remuneration Settlement Price]</p> $\left[ \left( \frac{\text{FX Final Remuneration Settlement Price} - \text{FX Initial Remuneration Settlement Price}}{\text{FX Final Remuneration Settlement Price}} \right) \right]$ $\left[ \left( \frac{\text{FX Initial Remuneration Settlement Price} - \text{FX Final Remuneration Settlement Price}}{\text{FX Final Remuneration Settlement Price}} \right) \right]$ $\left[ \left( \frac{1}{\text{FX Initial Remuneration Settlement Price}} \right) - \left( \frac{1}{\text{FX Final Remuneration Settlement Price}} \right) \right]$ $\left[ \left( \frac{1}{\text{FX Final Remuneration Settlement Price}} \right) - \left( \frac{1}{\text{FX Initial Remuneration Settlement Price}} \right) \right]$ $\left[ \left( \frac{\text{FX Final Remuneration Settlement Price} - \text{FX Initial Remuneration Settlement Price}}{\text{FX Initial Remuneration Settlement Price}} \right) \right]$ $\left[ \left( \frac{\text{FX Initial Remuneration Settlement Price} - \text{FX Final Remuneration Settlement Price}}{\text{FX Initial Remuneration Settlement Price}} \right) \right]$ $\left[ \frac{\text{FX Final Remuneration Settlement Price}}{\text{FX Initial Remuneration Settlement Price}} \right]$ $\left[ \frac{\text{FX Initial Remuneration Settlement Price}}{\text{FX Final Remuneration Settlement Price}} \right]$ <p>["<b>FX Coupon Ranked Value</b>" means, in respect of an FI Remuneration Valuation Date, the FX Coupon Performance Value in respect of the [Alternative]/[Base] Currency with the FX Coupon Ranking in respect of such FI Remuneration Valuation Date;]</p> <p>["<b>FX Coupon Ranking</b>" means, in respect of an FI Remuneration Valuation Date, the ordinal positioning of each [Alternative]/[Base] Currency by FX Coupon Performance Value from lowest FX Coupon Performance Value to greatest FX Coupon Performance Value in respect of such FI Remuneration Valuation Date;]</p> <p>["<b>FX Digital Level</b>" means [•];]</p> <p>["<b>FX Final Remuneration Settlement Price</b>" means, [the Settlement Price on the relevant FI Remuneration Valuation Date] [the arithmetic average of the Settlement Prices for all Averaging Dates in respect of the relevant FI Remuneration Valuation Date] [the highest Settlement Price for such [Alternative] [Base] Currency for all Averaging Dates in respect of the relevant FI Remuneration Valuation Date] [the lowest Settlement Price for such [Alternative] [Base] Currency for all Averaging Dates in respect of the relevant FI Remuneration Valuation Date;]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>FX Initial Remuneration Settlement Price</b>" means, in respect of an Alternative Currency [•] [the Settlement Price for such Alternative Currency on the Strike Date] [the arithmetic average of the Settlement Prices for such Alternative Currency for all the Strike Days in the Strike Period] [the highest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period] [the lowest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period;]</p> <p>["<b>FX Performance Value</b>" means, in respect of an FI Valuation Date:</p> <p style="padding-left: 40px;">[Final Settlement Price - Initial Settlement Price;]</p> <p style="padding-left: 40px;">[Initial Settlement Price - Final Settlement Price;]</p> <p style="padding-left: 40px;"><math>\left[ \left( \frac{\text{Final Settlement Price} - \text{Initial Settlement Price}}{\text{Final Settlement Price}} \right) \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \left( \frac{\text{Initial Settlement Price} - \text{Final Settlement Price}}{\text{Final Settlement Price}} \right) \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \left( \frac{1}{\text{Initial Settlement Price}} \right) - \left( \frac{1}{\text{Final Settlement Price}} \right) \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \left( \frac{1}{\text{Final Settlement Price}} \right) - \left( \frac{1}{\text{Initial Settlement Price}} \right) \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \left( \frac{\text{Final Settlement Price} - \text{Initial Settlement Price}}{\text{Initial Settlement Price}} \right) \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \left( \frac{\text{Initial Settlement Price} - \text{Final Settlement Price}}{\text{Initial Settlement Price}} \right) \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \frac{\text{Final Settlement Price}}{\text{Initial Settlement Price}} \right]</math></p> <p style="padding-left: 40px;"><math>\left[ \frac{\text{Initial Settlement Price}}{\text{Final Settlement Price}} \right]</math></p> <p>["<b>FX Ranking</b>" means, in respect of an FI Valuation Date, the ordinal positioning of each [Alternative] [Base] Currency by FX Performance Value from lowest FX Performance Value to greatest FX Performance Value in respect of such FI Valuation Date;</p> <p>["<b>FX Weighting</b>" means [•];]</p> <p>["<b>FI Digital Floor Percentage</b>" means [•];]</p> <p>["<b>Gearing</b>" means [•];]</p> <p>["<b>Gearing A</b>" means [•];]</p> <p>["<b>Gearing B</b>" means [•];]</p> <p>["<b>Gearing Down</b>" means [•];]</p> <p>["<b>Gearing Up</b>" means [•];]</p> <p>["<b>Global Cap</b>" means [•];]</p> <p>["<b>Global Cap A</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Global Cap B</b>" means [•]</p> <p>["<b>Global Floor</b>" means [•];]</p> <p>["<b>Global Floor A</b>" means [•];]</p> <p>["<b>Global Floor B</b>" means [•];]</p> <p>["<b>Global Floor Percentage</b>" means [•];]</p> <p>["<b>Global Margin</b>" means [•];]</p> <p>["<b>i</b>" means [•];]</p> <p>["<b>i</b>" means the relevant [MFP Valuation Date] [MFP Valuation Period];]</p> <p>["<b>Inflation Index</b><sub>(base)</sub>" means, in respect of the Underlying Reference, the Underlying Reference Closing Value for the Underlying Reference on the Strike Date;]</p> <p>["<b>Inflation Index</b><sub>(i)</sub>" means the Underlying Reference Closing Value for the Underlying Reference in respect of the relevant FI Valuation Date;</p> <p>["<b>Inflation Index</b><sub>(i-1)</sub>" means the Underlying Reference Closing Value for the Underlying Reference on the immediately preceding FI Valuation Date (or, if none, the Strike Date);]</p> <p>["<b>Inflation Rate</b>" means, in respect of a FI Valuation Date, [YoY Inflation Rate] [Cumulative Inflation Rate];]</p> <p>["<b>Initial Reference Level</b>" is [•];]</p> <p>["<b>Initial Settlement Price</b>" means, in respect of an Alternative Currency:</p> <p>[•] [the Settlement Price for such Alternative Currency on the Strike Date] [the arithmetic average of the Settlement Prices for such Alternative Currency for all the Strike Days in the Strike Period] [the highest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period] [the lowest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period]</p> <p>["<b>j</b>" means the relevant Strike Date;]</p> <p>["<b>k</b>" means the relevant Underlying Reference;]</p> <p>["<b>K</b>" means the total number of Underlying References in the Basket;]</p> <p>["<b>L</b>" means [•];]</p> <p>["<b>Knock-in Event</b>" means [•];]</p> <p>["<b>Knock-out Event</b>" means [•];]</p> <p>["<b>Listing Date</b>" means, in respect of any Securities, the date on which such Securities are first admitted to trading on any stock exchange or other trading or quotation system;]</p> <p>["<b>Local Cap</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Local Cap Percentage</b>" means [•];]</p> <p>["<b>Local Cap Percentage<sub>(i)</sub></b>" means [•];]</p> <p>["<b>Local Floor</b>" means [•];]</p> <p>["<b>Local Floor Percentage</b>" means [•];]</p> <p>["<b>Local Floor Percentage<sub>(i)</sub></b>" means [•];]</p> <p>["<b>Loss Percentage</b>" means [•];]</p> <p>["<b>Loss Percentage 1</b>" means [•];]</p> <p>["<b>Loss Percentage 2</b>" means [•];]</p> <p>["<b>Lower Level</b>" means [•];]</p> <p>["<b>M</b>" means a series of [MFP Valuation Dates] [MFP Valuation Periods];]</p> <p>["<b>m</b>" means the relevant [MFP Valuation Date] [MFP Valuation Period];]</p> <p>["<b>Maximum Payout Amount</b>" means [•];]</p> <p>["<b>MFP Coupon Valuation Date</b>" means [•];]</p> <p>["<b>MFP Coupon Valuation Period</b>" means [•];]</p> <p>["<b>MFP Coupon Valuation Period<sub>(i)</sub></b>" means [•];]</p> <p>["<b>MFP Digital Mixed Coupon Condition</b>" means that the Mixed Barrier Value for the relevant [MFP Coupon Valuation Date] [MFP Coupon Valuation Period] is [greater than] [less than] [equal to or greater than] [less than or equal to] [the Mixed Barrier Level] [within the Mixed Barrier Range Level] [outside the Mixed Barrier Range Level];]</p> <p>["<b>MFP Double Digital Mixed Coupon Condition 1</b>" means that the Mixed Barrier Value for the relevant [MFP Coupon Valuation Date] [MFP Coupon Valuation Period] is [greater than][less than] [equal to or greater than] [less than or equal to] [the Mixed Barrier Level] [within the Mixed Barrier Range Level] [outside the Mixed Barrier Range Level];]</p> <p>["<b>MFP Double Digital Mixed Coupon Condition 2</b>" means that the Mixed Barrier Value for the relevant [MFP Coupon Valuation Date] [MFP Coupon Valuation Period] is [greater than][less than] [equal to or greater than] [less than or equal to] [the Mixed Barrier Level] [within the Mixed Barrier Range Level] [outside the Mixed Barrier Range Level];]</p> <p>["<b>MFP Date Weighting</b>" means, in respect of a MFP Valuation Date [•];]</p> <p>["<b>MFP FS Barrier Valuation Date</b>" means [•];]</p> <p>["<b>MFP FS Barrier Valuation Period</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>MFP FS Valuation Date</b>" means each [Averaging Date] [Valuation Date] [Pricing Date][and][or] [Settlement Price Date]</p> <p>["<b>MFP FS Valuation Period</b>" means [•];]</p> <p>["<b>MFP Range Accrual Coupon Barrier Level Down</b>" means [•];]</p> <p>["<b>MFP Range Accrual Coupon Barrier Level Up</b>" means [•];]</p> <p>["<b>MFP Range Accrual Coupon Condition</b>" means:</p> <p>[that the AC Barrier Value for the relevant MFP Coupon Valuation Date is [greater than] [equal to or greater than] the relevant MFP Range Accrual Coupon Barrier Level Down][and] [less than] [less than or equal to] the relevant MFP Range Accrual Coupon Barrier Level Up] [that the AC Barrier Value for the relevant MFP Coupon Valuation Date is [equal to or greater] than MFP Range Accrual Coupon Barrier Level Down];</p> <p>["<b>MFP Range Accrual Day</b>" means [•];]</p> <p>["<b>MFP Settlement Valuation Date</b>" means [•];]</p> <p>["<b>MFP Settlement Valuation Period</b>" means [•];]</p> <p>["<b>MFP Valuation Date</b>" means [•];]</p> <p>["<b>MFP Valuation Period</b>" means [•];]</p> <p>["<b>Mixed Barrier Level</b>" means [•];]</p> <p>["<b>Mixed Barrier Range Level</b>" means [•];]</p> <p>["<b>Mixed Barrier Value</b>" means [•];]</p> <p>["<b>Multiple Underlying Interest Rate Gearing</b>" means [•];]</p> <p>["<b>Multiple Underlying Reference Rate</b>" means, [•];]</p> <p>["<b>n</b>" means [•];]</p> <p>["<b>N</b>" means [•];]</p> <p>["<b>nEnd days</b>" means [•];]</p> <p>["<b>nStart days</b>" means [•];]</p> <p>["<b>Observation Price Source</b>" means [•];]</p> <p>["<b>Parity</b>" means [•];]</p> <p>["<b>Participation Factor</b>" means [•];]</p> <p>["<b>Payout Currency</b>" means [•];]</p> <p>["<b>Payout FX Closing Price Value</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Payout FX Rate Date</b>" means [•];]</p> <p>["<b>Payout FX Rate Strike Date</b>" means [•];]</p> <p>["<b>Payout FX Strike Closing Price Value</b>" means [•];]</p> <p>["<b>Payout FX Value</b>" means, in respect of a Payout Currency the Payout FX Closing Price Value divided by the Payout FX Strike Closing Price Value;]</p> <p>["<b>Performance of Components</b>" means an amount calculated by the Calculation Agent in respect of the Component in accordance with the following formula:</p> $\left[ \frac{\text{Final Reference Level}}{\text{Initial Reference Level}} - 1 \right];$ <p>["<b>Performance of Underlying 1</b>" means an amount calculated by the Calculation Agent in respect of the Underlying Reference identified as Underlying Reference 1 with the following formula:</p> $\left[ \frac{\text{Final Reference Level}}{\text{Initial Reference Level}} - 1 \right];$ <p>["<b>Performance of Underlying 2</b>" means an amount calculated by the Calculation Agent in respect of the Underlying Reference identified as Underlying Reference 2 in accordance with the following formula:</p> $\left[ \frac{\text{Final Reference Level}}{\text{Initial Reference Level}} - 1 \right];$ <p>["<b>Performance Value</b>" means, in respect of an FI Valuation Date [the FX Performance Value] [the sum of the values calculated for each Alternative Currency in the Basket as the FX Performance Value for the relevant Alternative Currency for such FI Valuation Date multiplied by the relevant FX Weighting] [the highest FX Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Valuation Date] [the lowest FX Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Valuation Date];]</p> <p>[</p> $\sum_{j=1}^m \sum_{i=1}^n G_j * (W_i * \text{FX Performance Value})$ <p>where:</p> <p>["<b>G<sub>j</sub></b>" means, in respect of the basket of Alternative Currencies], [•];]</p> <p>["<b>W<sub>i</sub></b>" means, in respect of an Alternative Currency [the FX Weighting for such Alternative Currency] [the sum of the values calculated for each Alternative/Base Currency in the Relevant Basket as the Ranked Value for the relevant Alternative Currency for such FI Valuation Date multiplied by the relevant FX Weighting];]</p> <p>["<b>Premium</b>" means [•];]</p> <p>["<b>Premium Percentage</b>" means [•];]</p> <p>["<b>Protection Level</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["Q" is a series of MFP Valuation Dates in [MFP Valuation Period<sub>(i)</sub>] [Calculation Period<sub>(i)</sub>];]</p> <p>["q" means the relevant [Observation Date] [MFP Valuation Date];]</p> <p>["Range Accrual Coupon Barrier Level Down 2" means [•];]</p> <p>["Range Accrual Coupon Barrier Level Down" means [•];]</p> <p>["Range Accrual Coupon Barrier Level Up 2" means [•];]</p> <p>["Range Accrual Coupon Barrier Level Up" means [•];]</p> <p>["Range Accrual Coupon Condition" means:</p> <p>[that the FI DC Barrier Value for Underlying Reference 1 for the relevant Range Accrual Day is][that the FX Coupon Performance for FI Basket 1 for the relevant FI Remuneration Valuation Date is] [greater than], [less than][equal to or greater than] [less than or equal to] the relevant Range Accrual Coupon Barrier Level Down] [[and] [greater than][less than][equal to or greater than] [less than or equal to] the relevant Range Accrual Coupon Barrier Level Up]]; [and][or]</p> <p>[that the FI DC Barrier Value for Underlying Reference 2 for the relevant Range Accrual Day is] [that the FX Coupon Performance for FI Basket 2 for the relevant FI Remuneration Valuation Date is] [greater than] [less than][equal to or greater than] [less than or equal to] the relevant Range Accrual Coupon Barrier Level Down 2]] [[and] [greater than][less than][equal to or greater than] [less than or equal to] the relevant Range Accrual Coupon Barrier Level Up 2];]</p> <p>["Range Accrual Day" means [•];]</p> <p>["Range Cut-off Date" means [•];]</p> <p>["Range Period End Date" means [•];]</p> <p>["Range Period" means [•];]</p> <p>["Ranked Value" means, in respect of an FI Valuation Date [the FX Performance Value] in respect of the [Alternative][Base] Currency with the FX Ranking in respect of the relevant FI Valuation Date;]</p> <p>["Rate" means [•];]</p> <p>["Rate<sub>(i)</sub>" means [•];]</p> <p>["Rate 1<sub>(i)</sub>" means [•];]</p> <p>["Rate 2<sub>(i)</sub>" means [•];]</p> <p>["Relevant Basket" means [FI Basket 1] [FI Basket 2];]</p> <p>["Relevant Level" means [•];]</p> <p>["Reverse Level" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["<b>Reverse Percentage</b>" means [•];]</p> <p>["<b>RV</b>" means [•];]</p> <p>["<b>Settlement Payout</b>" means [•];]</p> <p>["<b>Settlement Price Final</b>" means the Settlement Price on the Valuation Date;]</p> <p>["<b>Snowball Barrier Value</b>" means [•];]</p> <p>["<b>Snowball Level</b>" means [•];]</p> <p>["<b>Speed Factor</b>" means [•];]</p> <p>["<b>Spread</b>" means [•];]</p> <p>["<b>Spread<sub>(i)</sub></b>" means [•];]</p> <p>["<b>Strike Level</b>" means: [the Closing Level] [the Closing Price] [the Italian Securities Reference Price] [the Relevant Price] [the Settlement Price] [the NAV per Fund Share] on the Strike Date;]</p> <p>["<b>Strike Percentage</b>" means [•];]</p> <p>["<b>Strike Price</b>" means [•];]</p> <p>["<b>T</b>" means [the relevant Observation Date] [MFP Valuation Date];]</p> <p>["<b>Target Determination Date</b>" means [•];]</p> <p>["<b>Underlying Reference 1</b>" means [•];]</p> <p>["<b>Underlying Reference 2</b>" means [•];]</p> <p>["<b>Underlying Reference Closing Value</b>" means, in respect of a FI Valuation Date: [the Relevant Level)] [the Underlying Reference Rate] [the value calculated in accordance with the following formula:</p> $\sum_{i=1}^n \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$ <p>[the Settlement Price] [FX Coupon Performance Value];]</p> <p>["<b>Underlying Reference Level</b>" means [•];]</p> <p>["<b>Underlying Reference Weighting</b>" means [•];]</p> <p>["<b>Underlying Reference</b>" means [•];]</p> <p>["<b>Up Cap Percentage</b>" means [•];]</p> <p>["<b>Up Final Settlement Value</b>" means [•];]</p> <p>["<b>Up Floor Percentage</b>" means [•];]</p>

Element	Description of Element	Disclosure requirement
		<p>["Up Strike Percentage" means [●];]</p> <p>["Upper Level" means [●];]</p> <p>["Upside Participation Factor" means [●];]</p> <p>["Vanilla Call Rate" means:</p> <p>Constant Percentage<sub>(i)</sub>+ Gearing<sub>(i)</sub> ×Max (Coupon Value<sub>(i)</sub> - Strike Percentage<sub>(i)</sub> + Spread<sub>(i)</sub>, Floor Percentage<sub>(i)</sub>);]</p> <p>["Vanilla Call Spread Rate" means:</p> <p>Constant Percentage<sub>(i)</sub>+Gearing<sub>(i)</sub>×Min (Max(Coupon Value<sub>(i)</sub> - Strike Percentage<sub>(i)</sub> + Spread<sub>(i)</sub>, Floor Percentage<sub>(i)</sub>); Cap Percentage<sub>(i)</sub>.)]</p> <p>["YoY Inflation Rate" means Inflation Index<sub>(i)</sub>/Inflation Index<sub>(i-1)</sub> - 1.]</p>
C.19	Exercise price or final reference price of the underlying	The final reference price of the underlying will be [settlement price on the Settlement Valuation Date] [the average of the settlement prices on each of the Averaging Dates]
C.20	Description of the type of the underlying and the relevant source of information	<p><b>Type:</b> [Basket of] [ind[ex][ices]] [future contract[s] on index] [option contract[s] on index] [share[s]] [global depository receipt[s] ("GDR")], [American depository receipt[s] ("ADR")] [interests in [an exchange traded fund[s]] [exchange traded note[s]] [exchange traded commodity[y][ies]] [exchange traded product[s]] (the "exchange traded instrument[s]")] [debt instrument[s]] [debt future[s]] [debt options contract[s]], [inflation ind[ex][ices]] [currenc[y][ies]] [currency futures contract[s]], [fund shar[e][s]] [fund uni[t][s]], [underlying interest rat[e][s]] [CMS rate]</p> <p>[Information on the historical and ongoing performance of the Underlying Reference[s] [and its/their volatility] can be obtained [on the public website [●] and] on the [Bloomberg] [Reuters] page [●] [and at the offices of the Issuer at [Piazzetta E. Cuccia, 1, 20121 Milan, Italy] [4, Boulevard Joseph II, L-1840 Luxembourg, Luxembourg].</p> <p>[The Underlying Reference specified in [●]. Information on the Underlying Reference can be obtained from [●]]</p>

## Section D – Risks

Element	Description of Element	Disclosure requirement
D.2	Key risks specific to the Issuer and Guarantor	<p>There are certain factors that may affect each Issuer's ability to fulfil its obligations under Securities issued under the Programme. These include the following risk factors related to the Mediobanca Group, its operations and its industry:</p> <p>(i) The general economic conditions, the performance of financial markets, interest rate levels, currency exchange rates, changes in laws and regulation, changes in the policies of central banks, particularly the Bank of Italy and</p>

Element	Description of Element	Disclosure requirement
		<p>the European Central Bank, and competitive factors can change the level of demand for the Issuer's products and services, the credit quality of borrowers and counterparties, the interest rate margin of the Issuer between lending and borrowing costs and the value of each of the relevant Issuer's investment and trading portfolios</p> <p>(ii) The European sovereign debt crisis has adversely affected, and may continue to adversely affect, the Issuer's results of operations, business and financial conditions.</p> <p>(iii) The Mediobanca Group has exposure to Eurozone sovereign debt.</p> <p>(iv) Fluctuations in interest and exchange rates may affect the Issuer's results.</p> <p>(v) The results of the Issuer are affected by general economic, financial and other business conditions.</p> <p>(vi) The credit and capital markets have been experiencing extreme volatility and disruption in recent months.</p> <p>(vii) Each of the Issuer's investment banking revenues, in the form of financial advisory and debt and equity underwriting fees, are directly related to the number and size of the transactions in which the relevant Issuer participates and may be impacted by continued or further credit market dislocations or sustained market downturns.</p> <p>(viii) In some of each relevant Issuer's businesses, protracted adverse market movements, particularly asset price declines, can reduce the level of activity in the market or reduce market liquidity.</p> <p>(ix) In the event that the extreme volatility and disruption experienced by international and domestic markets in recent months continue in the future, the Issuer's liquidity can be adversely affected.</p> <p>(x) If the Issuer is unable to continue to respond to the competitive environment in Italy with attractive product and service offerings that are profitable for the Issuer, it may lose market share in important areas of its business or incur losses on some or all of its activities.</p> <p>(xi) If existing or potential customers believe that the Issuer's risk management policies and procedures are inadequate, the Issuer's reputation as well as its revenues and profits may be negatively affected.</p> <p>(xii) Each of the Issuers, like all financial institutions, is exposed to many types of operational risk, including the risk of fraud by employees and outsiders, unauthorised transactions by employees or operational errors, including errors resulting from faulty computer or telecommunication systems</p>

Element	Description of Element	Disclosure requirement
		<p>(xiii) Systemic risk could adversely affect the Issuer's businesses.</p> <p>(xiv) The investors should note that the portfolio of the Issuer contains so-called "over the counter" (OTC) derivatives. If the financial condition of market counterparties or their perceived creditworthiness deteriorates further, the Group may record further credit valuation adjustments on the underlying instruments insured by such parties.</p> <p>(xv) A downgrade of Mediobanca's rating may limit Mediobanca's opportunities to extend mortgage loans and may have a particularly adverse effect on Mediobanca's image as a participant in the capital markets, as well as in the eyes of its clients.</p> <p>(xvi) Changes in the Italian and European regulatory framework could adversely affect the Issuer's business.</p> <p>(xvii) The guarantee given by the Guarantor is capped at 110 per cent. of an amount to the sum of the Exercise Price of each Security of any Tranche of the Securities.</p>
D.6	<p><b>Key risks specific to the securities</b></p>	<p>In addition, there are certain factors which are material for the purpose of assessing the risks related to Securities.</p> <p><b>General</b></p> <p>The Securities may not be a suitable investment for all investors. [Investors should be aware that they may lose [the value of their entire investment] [or part of it, as the case may be]/[part of their investment]].</p> <p>An investment in the Securities, which are linked to the Underlying References, may entail significant risks not associated with investments in conventional securities such as debt or equity securities. Set out below is a description of the most common risks.</p> <p><b>Risks related to the structure of a specific issue of Securities</b></p> <p>The Securities involve a high degree of risk, which may include, among others, interest rate, foreign exchange, time value and political risks. Investors should be prepared to sustain a partial or total loss of the subscription or purchase price of the Securities.</p> <p>Certain general risk factors related to the Securities referencing an Underlying Reference, including that the market price of the Securities may be volatile; that investors may lose all or a substantial portion of their principal in case of non-capital guaranteed Securities; that the Underlying References may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other securities or indices; that the timing of changes in an Underlying Reference may affect the actual yield to investors, even if the average level is consistent with their expectations; [that with respect to Physical Delivery Securities, there is no assurance that the value of the Entitlement received will not be less than the trading price of the Securities]; and Securities are of limited maturity and, unlike direct investments in a [share] [index] [fund] [currency] [debt instrument] [fund] [exchange traded instrument] [inflation index] [future] [interest rate] [or other asset], investors are not</p>

Element	Description of Element	Disclosure requirement
		<p>able to hold Securities beyond the Settlement Date in the expectation of a recovery in the price of the underlying.</p> <p>[An active secondary market may never be established or may be illiquid and this may adversely affect the value at which an investor may sell its Securities (investors may suffer a partial or total loss of the amount of their investment).]</p> <p>[The Issuer may, but is not obliged to, list or ask for admission to trading of Securities on a stock exchange or a trading venue. If the Securities are listed or admitted to trading on any stock exchange or trading venue, there can be no assurance that at a later date, the Securities will not be delisted or that trading on such stock exchange or trading venue will not be suspended.</p> <p>[The Issuer or any of its Affiliates may, but is not obliged to, be a market-maker for an issue of Securities. However, during certain periods, it may be difficult, impractical or impossible for the entity acting as market-maker to quote bid and offer prices.]</p> <p>[Securities including leverage involve a higher level of risk and whenever there are losses on such Securities those losses may be higher than those of a similar security which is not leveraged;]</p> <p>[Securities are unsecured obligations;]</p> <p><i>[insert in case of Cash Settled Securities: The Cash Settlement Amount]</i> <i>[insert in case of Physical Delivery Securities: the value of the Entitlement [less the Exercise Price] (the "Physical Settlement Value")]</i> at any time prior to expiration is typically expected to be less than the trading price of such Securities at that time. The difference between the trading price and the [Cash Settlement Amount] [the Physical Settlement Value], will reflect, among other things, a "time value" for the Securities.</p> <p>[The meetings of Securityholders provisions permit defined majorities to bind all Securityholders;]</p> <p>[In certain circumstances Securityholders may lose the entire value of their investment;]</p> <p>[The Terms and Conditions of the Securities also provide that the Fiscal Agent and the relevant Issuer may, without the consent of Securityholders, agree to certain modifications to the conditions of the Securities.]</p> <p>[The Securities may have a minimum trading amount and if, following the transfer of any Securities, a Securityholder holds fewer Securities than the specified minimum trading amount, such Securityholder will not be permitted to transfer their remaining Securities prior to settlement without first purchasing enough additional Securities in order to hold the minimum trading amount;]</p> <p>[Certain conflicts of interest may arise (see Element E.4 below);]</p> <p>[Prospective investors intending to purchase Securities to hedge against the market risk associated with investing in the Underlying Reference(s) should recognise the complexities of utilising Securities in this manner.]</p> <p>[Bull and Bear Warrants (Single Final Payout - Leverage Factor Securities) are designed for short term trading or intraday trading only because they are valued on the basis of their compounded daily performance.]</p>

Element	Description of Element	Disclosure requirement
		<p>[The terms of the Securities contain no negative pledge, and the Issuer is not prohibited from incurring additional debt.]</p> <p>[There are no events of default under the Securities]</p> <p>[Expenses and taxation may be payable in respect of the Securities.]</p> <p>[It is not possible to predict whether the taxation regime applicable to Securities on the date of purchase or subscription will be amended during the term of the Securities.]</p> <p>[The Terms and Conditions of the Securities are based on [English law][Italian law] in effect as at the date of this Base Prospectus, except for the status provisions applicable to the Securities and the contractual recognition of bail-in powers provisions, and any non contractual obligations arising out of or in connection with such provisions, which shall be governed by, and construed in accordance with, [Italian law] [Luxembourg law]. No assurance can be given as to the impact of any possible judicial decision or change to [English law][Italian law] [Luxembourg law] or administrative practice after the date of this Base Prospectus.]</p> <p>[The risks associated with the Securities being represented by one or more Global Securities, which will be deposited with a common depository for Euroclear and Clearstream, Luxembourg.]</p> <p>[The Securities are Italian Dematerialised Securities and investors will have to rely on the procedures of Monte Titoli and the financial intermediaries authorised to hold accounts therewith, for transfer, payment and communication with the Issuer [or Guarantor].]</p> <p>[If the Issuer determines that its performance under any Securities has, or that any arrangements made to hedge the relevant Issuer's obligations under any Securities have become, (i) illegal in whole or in part for any reason, or (ii) by reason of a <i>force majeure</i> event (such as an act of God, fire, flood, severe weather conditions, or a labour dispute or shortage) or an act of state, impossible or impracticable, the relevant Issuer may cancel such Securities.]</p> <p>[The Issuer will not provide post-issuance information in relation to the Underlying Reference.]</p> <p>[The risks associated with it being impossible to know the amount of the Securities in circulation on the date of issue.]</p> <p>[The issuance of further tranches of Securities could have a negative impact on the price of the Securities.]</p> <p>[Risks associated with a Settlement Disruption Event occurring with respect to physically settled Securities.]</p> <p>[Some of the terms of the Securities are not known at the issue date as they will be determined on the Strike Date. Following the Strike Date, the Issuer will give notice of the actual terms. Prospective investors should review the Final Terms together with the information contained in the notice in order to ascertain the actual terms of the Securities.]</p> <p>[The Securities include an Automatic Early Expiration feature. The longer the time remaining until the scheduled settlement date of the Securities, the higher the</p>

Element	Description of Element	Disclosure requirement
		<p>probability that an Automatic Early Expiration Event will occur.][in such a case, the Securityholder may lose some or all of their investment in the Securities].</p> <p>[The price of the Securities include a premium, which includes the cost to the Issuer or its Affiliates of unwinding its hedging positions in relation to the Securities on early expiration of the Securities. The Securityholder will not receive a refund of this premium if an Automatic Early Expiration Event occurs.]</p> <p>[Risks associated with Administrator/Benchmark Event]</p> <p>[Future discontinuance of LIBOR may adversely affect the value of the Securities]</p> <p>[If LIBOR, EURIBOR or any other benchmark is discontinued, the Underlying Interest Rate may be changed in ways that may be adverse to Holders of such Securities]</p> <p>[The Cash Settlement Amount may change significantly during the period between the time a Warrantholder gives instructions to exercise, or the time the Warrant is automatically exercised, and the time the applicable Cash Settlement Amount (in the case of Cash Settled Warrants) relating to such exercise is determined.]</p> <p>[Warrantholders with fewer than the Minimum Exercise Number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment]</p> <p>[The Issuer will have the option to limit the number of American Style Warrants exercisable on any date (other than the final exercise date).]</p> <p>[None of the Issuer[, the Guarantor], or any of [their]/[its] Affiliates, the Paying Agents and the Calculation Agent shall, to the extent permitted by applicable law, under any circumstances, be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.]</p> <p><b>Considerations Associated with specific types of Securities</b></p> <p>[Risks associated with Yield Enhancement Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) [and the application of [a cap] [knock-out] [and] [automatic early expiration features].</p> <p>[Risks associated with Participation Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) [and the application of [knock-in] [knock-out] [and] [automatic early expiration] features.]</p> <p>[Risks associated with Leverage Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) and [and the application of [knock-in] [knock-out] [and] [automatic early expiration] features. [Additionally, the return may depend on other market factors such as interest rates, the implied volatility of the Underlying Reference(s) and the time</p>

Element	Description of Element	Disclosure requirement
		<p>remaining until settlement.] [The effect of leverage on the Securities may be either positive or negative.]]</p> <p>[Risks associated with Constant Leverage Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the daily performance of the Underlying Reference(s) [and the application of [an automatic early expiration feature]. Constant Leverage Securities are generally suited to short term investments intraday or over a few days. Investments held for a longer period of time may be affected by volatile market conditions which may have a negative impact on the performance of the Underlying Reference(s).]</p> <p>[Risks associated with Multiple Final Payout – Constant Percentage Securities</p> <p>Investors receive a fixed return on the Securities. [This payout is used in conjunction with [•] other payout[s] to provide investors with [partial] [total] capital protection.]</p> <p>[Risks associated with Multiple Final Payout – Normal Performance Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) and [and the application of [participation factor] [gearing] [cap] [floor] [automatic early expiration] features.]</p> <p>[Risks associated with Multiple Final Payout – Performance Differential Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on differential in performance between two Underlying References [and the application of [a participation factor] [automatic early expiration features].]</p> <p>[Risks associated with Multiple Final Payout - Reverse Convertible Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) [and the application of a [knock-in] [knock-out] event occurs [and automatic early expiration features].]</p> <p>[Risks associated with Multiple Final Payout - Vanilla Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return depends on the performance of the Underlying Reference(s) [and the application of knock-in] [knock-out] features [and automatic early expiration] features.]</p> <p>[Risks associated with Multiple Final Payout - Asian Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s), which is determined using an averaging method. [The return will also depend on the application of [a cap] [lock-in] [automatic early expiration] features.]]</p> <p>[Risks associated with Multiple Final Payout - Step Securities</p>

Element	Description of Element	Disclosure requirement
		<p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) [and the application of [knock-in] [knock out] [automatic early expiration] features].</p> <p>[Risks associated with Multiple Final Payout - Performance Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) [and the application of [knock-in] [knock-out] [automatic early expiration] features. [If an automatic early expiration event occurs investors may be exposed to a [partial] [total] loss of their investment.]</p> <p>[Risks associated with Multiple Final Payout – Capped and Floored Ratchet Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the sum of returns determined on a given formula which provides for [cap] [floor]).</p> <p>[Risks associated with Multiple Final Payout – Weighted Mixed Payouts Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the weighted sum of returns determined using the relevant payout formula.]</p> <p>[Risks associated with Multiple Final Payout – Knock-In Mixed Payouts Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s). The return calculation can be based on the relevant payout and various mechanisms such as [knock-in] features.]</p> <p>[Risks associated with Multiple Final Payout – Knock-out Mixed Payouts Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s). The return calculation can be based on the relevant payout and various mechanisms such as [knock-out] features.]</p> <p>[Risks associated with Multiple Final Payout – Max Mixed Payouts Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the maximum return determined using the relevant payout formula.]</p> <p>[Risks associated with Multiple Final Payout – Leveraged Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities is calculated by reference to a leverage on the positive or negative performance of the Underlying Reference(s).]</p> <p>[Risks associated with Single FI FX Vanilla Securities</p>

Element	Description of Element	Disclosure requirement
		<p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.]The return on the Securities depends on the performance of the Underlying Reference(s) [and the application of [knock-in] [knock-out] features.]</p> <p>[Risks associated with Single FI Digital Securities</p> <p>[Investors may be exposed to a [partial] [or] [total] loss of their investment.] The return on the Securities is fixed or variable and will be dependent upon the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms such as [floor] [cap] conditions and [knock-in] [knock-out] features.]</p> <p>[Risks associated with Single FI Inflation Securities</p> <p>Single FI Inflation Securities are capital protected. The return on the Securities depends on the performance of the Underlying Reference(s).]</p> <p><b>Risks relating to Underlying Reference Asset(s)</b></p> <p>In addition, there are specific risks in relation to Securities which are linked to an Underlying Reference (including Hybrid Securities) and an investment in such Securities will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to Underlying Reference linked Securities include:</p> <p><i>[Insert in the case of Index Securities: exposure to one or more index, adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities]</i></p> <p><i>[Insert in the case of Share Securities: exposure to one or more share, similar market risks to a direct equity investment, global depository receipt ("GDR") or American depository receipt ("ADR"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities]</i></p> <p><i>[Insert in the case of ETI Securities: exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each an "exchange traded instrument"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities]</i></p> <p><i>[Insert in the case of Inflation Index Securities: exposure to an inflation index and adjustments.]</i></p> <p><i>[Insert in the case of Currency Securities: exposure to a currency, similar market risks to a direct currency investment and market disruption.]</i></p> <p><i>[Insert in the case of Fund Securities: exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the Securities].</i></p>

Element	Description of Element	Disclosure requirement
		<p>[Insert in the case of <i>Futures Securities</i>: exposure to a futures contract, similar market risks to a direct futures contract investment, market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Securities.]</p> <p>[Insert in the case of <i>Underlying Interest Rate Securities</i>: exposure to an underlying interest or CMS rate.]</p> <p>[Insert in the case of <i>Debt Securities</i>: exposure to a debt instrument, similar market risks to a direct debt instrument investment and market disruption.]</p> <p>[Insert in the case of <i>Debt Securities, Index Securities or Currency Securities where Futures Price Valuation is applicable</i>: exposure to a futures or options contract relating to [Insert in the case of <i>Debt Securities</i>: a synthetic debt instrument][Insert in the case of <i>Index Securities</i>: an index] [Insert in the case of <i>Currency Securities</i>: a rate of exchange], similar market risks to a direct investment in such futures or options contract and market disruption][and that the Issuer will not provide post-issuance information in relation to the Underlying Reference].</p> <p>[Open End Warrants] [OET Warrants] do not have any pre-determined maturity and may be cancelled on any date determined by the Issuer and investment in such [Open End Warrants] [OET Warrants] entails additional risks compared with other Warrants due to the fact that the settlement date cannot be determined by the investor.]</p> <p>[There are specific risks in relation to Securities linked to an Underlying Reference from an emerging or developing market (including, without limitation, risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation and uncertainties as to status, interpretation and applicable of laws, increased custodian costs and administrative difficulties and higher probability of the occurrence of a disruption or adjustment event). Securities traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile.]</p> <p>[In certain circumstances settlement may be postponed or payments made in USD if the Settlement Currency specified in the applicable Final Terms is not freely transferable, convertible or deliverable.]</p> <p>[The occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the Securities early expiration or may result in the amount payable on scheduled settlement being different from the amount expected to be paid at scheduled settlement and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the Securities.]</p> <p>[In the case of <i>Physical Delivery Securities</i>: Settlement may be postponed following the occurrence or existence of a Settlement Disruption Event and, in these circumstances, the Issuer may pay a Disruption Cash Settlement Price (which may be less than the fair market value of the Entitlement) <i>in lieu</i> of delivering the Entitlement;]</p> <p>[Insert if <i>FX Settlement Disruption applies to the Securities</i>: In certain circumstances (including, without limitation, as a result of restrictions on currency convertibility and/or transfer restrictions), it may not be possible for the Issuer to make payments in respect of the Securities in the Settlement Currency specified in the applicable Final Terms. In these circumstances the payment of amounts under the Securities</p>

Element	Description of Element	Disclosure requirement
		<p>may occur at a different time than expected and be made in USD and the market price of such Securities may be volatile;]</p> <p>[The Issuer may elect to vary the settlement of the Securities.]</p> <p><i>[In the case of Physical Delivery Securities:</i> In certain circumstances, the Issuer may substitute a Substitute Asset or Substitute Assets, as the case may be, for the Relevant Asset or Relevant Assets or not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant holders, but <i>in lieu</i> thereof to make payment to the relevant holders on the Settlement Date of the Alternate Settlement Cash Amount.]</p> <p><b>Risks related to the market generally</b></p> <p>[If the Settlement Currency is different from the currency in which an investor's financial activities are denominated, this presents certain risks such as exchange rate risks and exchange controls.]</p> <p>[The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities.]</p> <p>[Certain specific information will not be known at the beginning of an offer period as they will be fixed by the end of the offer period. Prospective investors will be required to make their investment decision based on the indicative range rather than the actual data]</p> <p>[Potential conflicts of interest may arise in connection with the Securities, as any distributors or other entities involved in the offer and/or the listing of the Securities as indicated in the applicable Final Terms, will act pursuant to a mandate granted by the Issuer and can receive commissions and/or fees on the basis of the services performed in relation to such offer and/or listing.]</p> <p>[[Issue price [and/or] [offer price] of the Securities include [subscription fees], [placement fees] [direction fees] [structuring fees] [<i>include other</i>] [paid by the [Issuer][<i>other entity</i>] to [the relevant intermediaries][<i>include other</i>] [and additional costs]. Any such fees [and costs] may not be taken into account for the purposes of determining the price of such Securities on the secondary market and could result in a difference between the original issue price and/or offer price, the theoretical value of the Securities, and/or the actual bid/offer price quoted by any intermediary in the secondary market.]</p> <p><b>[Certain considerations associated with public offers of Securities</b></p> <p>[The Issuer and [●] has/have the right under certain conditions to withdraw the offer in relation to the Securities, which in such circumstances will be deemed to be null and void. Investors who have already paid or delivered subscription monies for the relevant Securities will be entitled to reimbursement of such amounts.]</p> <p>[The early closing of the offer may have an impact on the aggregate number of Securities issued and, therefore, may have an adverse effect on the liquidity of the Securities.]</p> <p>[The Issuer and [●] will have the right to extend the offer period and/or to postpone the originally designated issue date, and related interest payment dates and the maturity date.]</p> <p><i>[for Securities distributed on the SeDeX or other trading venue:</i> The circumstance that, pursuant to this distribution process, potential investors can monitor (via market</p>

Element	Description of Element	Disclosure requirement
		<p>operators) the progress of the proposed purchases of the Securities during the offer period, may have an impact on the progress and results of the offer.]</p> <p>[The effectiveness of the offer of Securities is conditional upon admission to [listing] [trading] on [●], occurring by the Issue Date.]</p> <p>[The Issuer will use all reasonable endeavours to maintain the listing of the Securities, provided that if it becomes impracticable or unduly burdensome or unduly onerous to maintain such listing, then the Issuer may apply to de-list the relevant Securities.]</p>

### Section E – Offer

Element	Description of Element	Disclosure requirement
<b>E.2b</b>	<b>Reasons for the offer and use of proceeds</b>	The net proceeds of the issue of each Tranche of Securities will be used for the general corporate purposes of the relevant Issuer.
<b>E.3</b>	<b>Terms and conditions of the offer</b>	[The offer to invest in the Securities is made from [●] to [●].] [[The maximum and minimum amount of application is [●] and [●], respectively.] Payments by investors in respect of the purchase of the Securities shall be made by [●]. The results of the offer will be published in [●] on [●].]/[specify the terms of the relevant offer] [The Global Securities will be delivered to the relevant clearing system no later than on the Issue Date].
<b>E.4</b>	<b>Material interests in the offer</b>	[Not applicable. There are no material interests with respect to the issue and/or offer of Securities (including any conflicting interests).] [The following constitute material interests with respect to the issue and/or offer of Securities: [●].]
<b>E.7</b>	<b>Estimated expenses</b>	[Not applicable - No expenses will be specifically charged to the investors who purchase Securities by the Issuer.][A [●] fee of [●] shall be payable by the investors who [subscribe for] [purchase the] Securities to [●].] [include description of the fees and costs included in the Offer Price/Issue Price]]

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## GENERAL DESCRIPTION OF THE ISSUANCE PROGRAMME

*The following is a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive. The following overview does not purport to be complete and is qualified by the remainder of this Document and, in relation to the terms and conditions of any particular Series (as defined below in "Terms and Conditions") of Securities, the applicable Final Terms. Subject as provided in the Terms and Conditions, any of the following (including, without limitation, the type of Securities which may be issued pursuant to the Programme) may be varied or supplemented as agreed between the relevant Issuer, the relevant Dealer(s) and the Fiscal Agent (if applicable). Words and expressions defined in "Form of the Securities" and "Terms and Conditions" shall have the same meaning in this overview:*

**Issuers:** Mediobanca – Banca di Credito Finanziario S.p.A. and Mediobanca International (Luxembourg) S.A.

**Mediobanca - Banca di Credito Finanziario S.p.A.:** Mediobanca was established on 10 April in 1946 as a medium-term credit granting institution in Italy. In 1956 Mediobanca's shares were admitted to the Italian Stock Exchange and since then its business has expanded both nationally and internationally.

Mediobanca is registered at the Companies' Registry of the Chamber of Commerce of Milan-Monza-Brianza-Lodi, Italy under registration number 00714490158. Mediobanca's registered office is at Piazzetta E. Cuccia 1, 20121 Milan, Italy, telephone number (+39) 0288291.

Mediobanca holds a banking licence from the Bank of Italy authorising it to carry on all permitted types of banking activities in Italy.

Mediobanca is a bank organised and existing under the laws of Italy, carrying out a wide range of banking, financial and related activities throughout Italy.

At the date hereof, Mediobanca's issued share capital totals Euro €443,583,088.50 represented by 887,166,177 registered shares of a nominal value Euro 0.50.

The Board of Directors of Mediobanca is responsible for the ordinary and extraordinary management of Mediobanca.

**Mediobanca International (Luxembourg) S.A.:** Mediobanca International has the form of a *société anonyme* subject to Luxembourg law and has its place of registration in Luxembourg. On 15 December 2005 the Luxembourg Minister of the Treasury and the Budget, on the recommendation of the CSSF, granted Mediobanca International a full banking licence pursuant to which its operations include raising funds in the international markets and lending, consistent with Mediobanca International's articles of association approved by the shareholders in the general meeting held on 21 December 2005.

Mediobanca International is registered at the Luxembourg trade and companies registry under registration number B 112885. Mediobanca International's registered office is at 4, Boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg.

As at 30 June 2018, Mediobanca International's issued and authorised fully paid share capital totals Euro 10,000,000 represented by 1,000,000 registered shares of Euro 10 par value.

The Board of Directors of Mediobanca International is responsible for setting authorisation levels, defining organisational structure, defining the system of internal control and reviewing it on a regular basis, and

approving the bank's accounts and interim statements. Day-to-day management is entrusted to two managing directors.

**Guarantor:** Mediobanca - Banca di Credito Finanziario S.p.A. (with respect to Securities issued by Mediobanca International (Luxembourg) S.A.)

**Description:** Issuance Programme.

**Arranger:** Mediobanca - Banca di Credito Finanziario S.p.A.

**Dealer:** Mediobanca - Banca di Credito Finanziario S.p.A.

Each of the Issuers may from time to time appoint additional dealers under the Programme or terminate their appointment either in respect of a single Tranche or in respect of the whole Programme.

**Fiscal Agent:** BNP Paribas Securities Services, Luxembourg Branch. will act as Fiscal Agent in respect of the Securities except for Securities in dematerialised form deposited directly with Monte Titoli S.p.A. ("**Monte Titoli**").

**Italian Paying Agent:** Mediobanca – Banca di Credito Finanziario S.p.A. will act as Italian Paying Agent with respect to Securities in dematerialised form which are deposited directly with Monte Titoli (which role will include the role of Fiscal Agent with respect to such Securities).

**Currencies:** Subject to compliance with all relevant laws, regulations and directives, Securities may be issued in any currency or currencies as the relevant Issuer, the Guarantor (where applicable), and the relevant Dealer so agree.

**Method of Issue:** The Securities may be issued on a syndicated or non-syndicated basis. The Securities will be issued in one or more Series (which may be issued on the same date or which may be issued in more than one Tranche on different dates). The Securities may be issued in Tranches on a continuous basis with no minimum issue size, subject to compliance with all applicable laws, regulations and directives. Further Securities may be issued as part of an existing Series.

**Final Terms or Drawdown Prospectus:** Securities issued under the Programme may be issued either (i) pursuant to this Base Prospectus and the relevant Final Terms or (ii) pursuant to a Drawdown Prospectus. The Terms and Conditions applicable to any particular Tranche of Securities are the Terms and Conditions of the Securities as completed by the relevant Final Terms or, as the case may be, the relevant Drawdown Prospectus.

References in this General Description of the Issuance Programme to the Final Terms shall, where applicable, be read as references to the Drawdown Prospectus relating to the Securities, as the case may be.

**Form of Securities:** Unless otherwise provided in the Final Terms, each issue of Securities will on issue date be represented either by a Temporary Global Security or a Permanent Global Security as indicated in the applicable Final Terms. The Temporary Global Security will be exchangeable either, in accordance with its terms, for a Permanent Global Security or for Definitive Securities. The Permanent Global Security will be exchangeable in limited circumstances for Definitive Securities. Each Temporary Global Security and each Permanent Global Security will be held by a common depository on behalf of Euroclear and

Clearstream, Luxembourg and/or any other relevant clearing system and/or deposited directly with Monte Titoli S.p.A.

If the Securities are issued and held in dematerialised form, the Securities will not be represented by paper certificates and the transfer and exchange of Securities will take place exclusively through an electronic book-entry system managed by Monte Titoli S.p.A. or any other Centralised Custodian appointed by the Issuers. Accordingly, all Securities of the same tranche shall be held by their owners with an intermediary participant in the relevant Centralised Custodian. The intermediary will in turn hold the Securities with the Centralised Custodian. In such circumstances, it will not be possible for a Securityholder to obtain physical delivery of Securities certificates representing the Securities.

**Type of Securities:**

The Issuer may issue Index Securities, Share Securities, ETI Securities, Currency Securities, Debt Securities, Fund Securities, Inflation Index Securities, Futures Securities and Underlying Interest Rate Securities.

The Securities may also be Open End Warrants and OET Warrants.

The Securities may also be Hybrid Securities where the Underlying Reference may be any combination of such indices (or index futures or options contracts), shares, interests in exchange traded instruments, debt instruments (or debt futures or options contracts), inflation indices, currencies (or currency futures contracts), funds, futures contracts, underlying interest rates or other asset classes or type.

The Securities may be European Style Warrants or American Style Warrants.

**Terms and Conditions of the Securities:**

**Securities:** the applicable terms of the Securities will comprise:

- the "Security Conditions", commencing on page 188 of this Base Prospectus;
- where the Securities are linked to one or more Underlying Reference, the terms and conditions relating to such Underlying Reference(s) set out in the "Additional Terms and Conditions" relating to the relevant Underlying Reference(s), commencing on page 383 of this Base Prospectus and ending on page 514, which are specified to be applicable in the relevant Final Terms;
- the "autocall" terms (if any) of the Warrants set forth in the Security Condition 19.9 (*Automatic Early Expiration*) and Annex 1 (*Additional Terms and Conditions Relating to Formulas*), which are specified to be applicable in the relevant Final Terms;
- the "payout" terms of the Warrants set forth in Security Condition 18.2 (*Cash Settlement*), 18.3 (*Physical Settlement*) and Annex 1 (*Additional Terms and Conditions Relating to Formulas*) of this Base Prospectus, which are specified to be applicable in the relevant Final Terms.

The terms of a Series of Securities are comprised of (i) the Security Conditions, (ii) the Annex relevant to the relevant Underlying References and (iii) if selected in the applicable Final Terms, the Final Payouts, Automatic Early Expiration Payouts and Entitlements in respect of the Warrants selected from Annex 1 to the Conditions (the

"**Formulas Conditions**") specified in the applicable Final Terms and the related variables specified in the applicable Final Terms.

**Status of the Securities:**

Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law (also subject to the bail-in instruments as implemented under Italian law, in case of Securities issued by Mediobanca, or Luxemburg law, in case of Securities issued by Mediobanca International)) rank equally with all other unsecured obligations other than subordinated obligations, if any of the relevant Issuer from time to time outstanding.

**Guarantee:**

Under the Deed of Guarantee, and in accordance with the terms and subject to the limitations thereof, Mediobanca unconditionally and irrevocably guarantees payment of all amounts due and the performance of any non-cash delivery obligations in respect of Securities issued by Mediobanca International. Pursuant to the Guarantee, the Guarantor has the right to elect not to deliver or procure the delivery of any entitlement to holders of Securities, but *in lieu* thereof to pay a cash amount. See also Security Condition 2.2 (*Status of Guarantee*) of the Terms and Conditions of the Securities.

**Status of the Guarantee:**

The payment obligations of the Guarantor under the Deed of Guarantee constitute – in accordance with the terms and subject to the limitations thereof – direct, unconditional, unsubordinated and unsecured obligations of the Guarantor which will rank at all times at least *pari passu* without any preference among themselves and equally with all other present and future unsecured and unsubordinated obligations of the Guarantor (save for certain mandatory exceptions of applicable law and subject to the application of the bail-in legislation applicable to the Guarantor). See also Security Condition 2.2 (*Status of Guarantee*) of the Terms and Conditions of the Securities. In particular, pursuant to the Deed of Guarantee, to the extent the Guarantor is incorporated in the Republic of Italy and to the extent under the applicable law in force at the relevant time a cap to the maximum amount to be guaranteed is required, the Guarantor shall only be liable up to an amount which is the aggregate of 110 per cent. of an amount equal to the sum of the Exercise Price of each Security of any Tranche of the Securities (in each case as specified in the applicable Final Terms). In addition, pursuant to the Deed of Guarantee, the Guarantor has also undertaken to issue an additional guarantee in an amount equal to any liability exceeding the maximum amount mentioned above in relation to any Tranche.

**Taxation in respect of Securities:**

All payments in respect of Securities shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted and no additional amount shall be payable to any relevant Securityholder in respect of any such tax, duty, withholding or other payment.

**Governing Law:**

If it is specified in the Final Terms that English law is applicable to the Securities, the Securities and all related contractual documentation and any contractual or non-contractual obligations arising from or connected with the Securities (or such related contractual documentation) will be governed by, and construed in accordance with, English law, save for the status provisions applicable to the Securities and the contractual recognition of bail-in powers provisions, and any non contractual obligations arising out of or in connection with such provisions, which shall be governed by, and construed in accordance with, Italian law (if the Securities are issued by Mediobanca) or Luxembourg law (if the Securities are issued by Mediobanca

International), as applicable. If it is specified in the Final Terms that Italian law is applicable to the Securities, the Securities will be governed by, and shall be construed in accordance with, Italian law, save, in case Securities are issued by Mediobanca International, for the status provisions applicable to the Securities and the contractual recognition of bail-in powers provisions, and any non contractual obligations arising out of or in connection with such provisions, which shall be governed by, and construed in accordance with, Luxembourg law. Articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, are not applicable to the Securities.

**Listing and Admission to Trading:**

The Central Bank of Ireland has approved this document as a Base Prospectus. Application has also been made for Securities issued under the Programme to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") and to be listed on the Official List of Euronext Dublin.

Application may also be made for certain Securities issued under the Programme (i) to the Luxembourg Stock Exchange to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Securities may also be admitted to trading (i) on the multilateral trading facility of securitised derivatives financial instruments, organised and managed by Borsa Italiana S.p.A. (the "**SeDeX**") and (ii) on the multilateral trading facility of EuroTLX managed by EuroTLX SIM S.p.A. ("**EuroTLX**"). The applicable Final Terms will specify whether or not application will be made for the Securities to be listed and/or admitted to trading on Euronext Dublin and/or the Luxembourg Stock Exchange and/or SeDeX and/or EuroTLX.

The Programme provides that Securities may be listed or admitted to trading (as the case may be) on such other or further stock exchange(s) or market(s) or multilateral trading facility(ies) as may be agreed between the relevant Issuer, the Guarantor (where applicable) and the relevant Dealer (as defined in "Plan of Distribution"). Unlisted Securities or Securities not admitted to trading on any trading venue may also be issued.

The Central Bank may, at the request of the relevant Issuer, send to the competent authority of another European Economic Area member state (i) a copy of this Base Prospectus; (ii) a certificate of approval pursuant to Article 18 of the Prospectus Directive attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Directive (an "**Attestation Certificate**"); and (iii) if so required by such competent authority, a translation of the summary set out in the Base Prospectus.

Notice of the aggregate amount of Securities, issue price of Securities and any other terms and conditions not contained herein which are applicable to each Tranche (as defined below) of Securities will be set out in the final terms relating to the Securities (the "**Final Terms**") which will be delivered to the Central Bank and, with respect to Securities to be listed on the Official List of Euronext Dublin, will be delivered to Euronext Dublin and, with respect to Securities to be listed on any other or further Stock Exchange, will be delivered to the relevant Stock Exchange.

The applicable Final Terms will state whether or not the relevant Securities are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets and/or trading venue.

**Selling Restrictions:**

See "*Plan of Distribution*".

## RISK FACTORS

*The Issuers and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Securities and the Guarantee issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuers and the Guarantor are not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with Securities issued under the Programme are also described below.*

*The Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Securities issued under the Programme, but the inability of the Issuers and the Guarantor to pay interest, principal or other amounts on or in connection with any Securities or the Guarantee may occur for other reasons which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them or which they may not currently be able to anticipate.*

*Investors should be aware that they may lose the value of their entire investment or part of it, as the case may be.*

*The purchase of Securities involves substantial risks and is suitable only for investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Securities. Before making an investment decision, prospective investors should ensure that they understand the nature of the Securities and the extent of their exposure to risks and that they consider carefully, in the light of their own financial circumstances, financial condition and investment objectives, all the information set forth in this Base Prospectus and as supplemented from time to time.*

*No person has been authorised to give any information or make any representation not contained in or not consistent with the Base Prospectus and/or the Final Terms, or any other information supplied in connection with the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the relevant Issuer or the Dealer.*

*By investing in the Securities each investor represents that:*

- (a) **Non-Reliance.** *It is acting for its own account, and it has made its own independent decisions to invest in the Securities and as to whether the investment in the Securities is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the relevant Issuer or the Dealers as investment advice or as a recommendation to invest in the Securities, it being understood that information and explanations related to the terms and conditions of the Securities shall not be considered to be investment advice or a recommendation to invest in the Securities. No communication (written or oral) received from the relevant Issuer or the Dealers shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Securities.*
- (b) **Assessment and Understanding.** *It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the Securities. It is also capable of assuming, and assumes, the risks of the investment in the Securities.*
- (c) **Status of Parties.** *Neither the relevant Issuer nor the Dealers is acting as a fiduciary for or adviser to it in respect of the investment in the Securities.*

*Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views, based upon their own judgement and upon advice from such financial, legal and tax advisers as they have deemed necessary, prior to making any investment decision.*

*Words and expressions defined in "Form of Final Terms", "Terms and Conditions" or elsewhere in this Base Prospectus have the same meaning in this section. Prospective investors should read the entire Base Prospectus. In this section, "Issuer" refers to Mediobanca and/or to Mediobanca International as appropriate.*

### 1. Risks relating to the Issuers, the Guarantor and the Mediobanca Group

**Factors that may affect the Issuers' and the Guarantor's ability to fulfil their obligations under Securities issued under the Programme.**

***The Issuer's financial results may be affected by events which are difficult to anticipate***

The Issuer's earning and business are affected by general economic conditions, the performance of financial markets, interest rate levels, currency exchange rates, changes in laws and regulation, changes in the policies of central banks, particularly the Bank of Italy and the European Central Bank ("ECB"), and competitive factors, in each case on a regional, national and international level. Each of these factors can change the level of demand for the Issuer's products and services, the credit quality of borrowers and counterparties, the interest rate margin of the Issuer between lending and borrowing costs and the value of the Issuer's investment and trading portfolios.

***Risks arising from the Eurozone sovereign debt crisis***

The sovereign debt crisis has raised concerns about the long-term sustainability of the European Monetary Union (the "EMU"). In the last few years, several EMU countries have requested financial aid from European authorities and from the International Monetary Fund (the "IMF") and are currently pursuing an ambitious programme of reforms.

Rising market tensions might affect negatively the funding costs and economic outlook of some euro member countries. This, together with the risk that some countries (even if not very significant in terms of gross domestic product) might leave the euro area, would have a material and negative impact on the Group and/or on the Group's clients, with negative implications for the Group's business, results and financial position.

Lingering market tensions might affect negatively the global economy and hamper the recovery of the euro area. Moreover, the tightening fiscal policy by some countries might weigh on households' disposable income and on corporate profits with negative implications for the Group's business, results and financial position. This trend will likely continue in the coming quarters.

Any further deterioration of the Italian economy would have a material adverse effect on the Group's business, in light of the Group's significant exposure to the Italian economy. In addition, if any of the countries in which the Group operates witnessed a significant deterioration in economic activity, the Group's results of operations, business and financial condition would be materially and adversely affected.

The possibility that the European Central Bank could halt or reconsider the current set up of unconventional measures would impact negatively the value of sovereign debt instruments. This would have a materially negative impact on the Group's business, results and financial position.

Despite the several initiatives of supranational organisations to deal with the heightened sovereign debt crisis in the euro area, global markets remain characterized by high uncertainty and volatility particularly around the peripheral European countries. Any further acceleration of the European sovereign debt crisis could likely significantly affect, among other things, the inter-bank funding, which may become generally unavailable or available only at elevated interest rates, and might have an impact on the Mediobanca Group's access to, and cost of, funding. Should the Group be unable to continue to source a sustainable funding profile which can absorb these sudden shocks, the Group's ability to fund its financial obligations at a competitive cost, or at all, could be adversely affected.

***Risks in connection with the exposure of the Group to Eurozone sovereign debt***

In carrying out its activities, the Group holds substantial volumes of public-sector bonds, including bonds issued by European countries. The Group's total exposure in this respect as at 30 June 2018 is set out in the tables A.1.2.a and A.1.2.b of Part E of the audited consolidated annual financial statements of Mediobanca as at and for the year ended 30 June 2018 incorporated by reference into this Base Prospectus. This could give rise to operational disruptions to the Group's business.

Furthermore, Mediobanca is affected by disruptions and volatility in the global financial markets. In particular, Mediobanca's credit ratings are potentially exposed to the risk of reductions in the sovereign credit rating of Italy. On the basis of the methodologies used by rating agencies, further downgrades of Italy's credit rating may have a potential knock-on effect on the credit rating of Italian issuers such as Mediobanca.

*Thus, any negative developments in the Group's sovereign exposure could adversely affect its results of operations, business and financial condition.*

***The Issuer's financial results are affected by changes in interest rates***

Fluctuations in interest rates in Italy and in the other markets in which the Mediobanca Group operates influence the Mediobanca Group's performance. The results of each Issuer's banking operations are affected by its management of interest rate sensitivity. Interest rate sensitivity refers to the relationship between changes in market interest rates and changes in net interest income. A mismatch of interest-earning assets and interest-bearing liabilities in any given period, which tends to accompany changes in interest rates, may have a material effect on the Issuer's financial condition or results of operations.

***The Issuer's financial results may be affected by market declines and volatility***

The results of the Issuer are affected by general economic, financial and other business conditions. During recessionary periods, there may be less demand for loan products and a greater number of the Issuer's customers may default on their loans or other obligations. Interest rate rises may also impact the demand for mortgages and other loan products. The risk arising from the impact of the economy and business climate on the credit quality of the Issuer's borrowers and counterparties, including sovereign states, can affect the overall credit quality and the recoverability of loans and amounts due from counterparties.

The Issuer is therefore exposed by its very nature to potential changes in the value of financial instruments, including securities issued by sovereign states, due to fluctuations in interest rates, exchange rates and currencies, stock market and commodities prices and credit spreads, and/or other risks.

***Each of the Issuers is subject to credit and market risk. Current market conditions are unprecedented***

The credit and capital markets have been experiencing extreme volatility and disruption in recent months. To the extent that any of the instruments and strategies the Issuer uses to hedge or otherwise manage its exposure to credit or capital markets risk are not effective, the Issuer may not be able to mitigate effectively the Issuer's risk exposures in particular market environments or against particular types of risk. The Issuer's trading revenues and interest rate risk are dependent upon its ability to identify properly, and mark to market, changes in the value of financial instruments caused by changes in market prices or interest rates. The Issuer's financial results also depend upon how effectively the Issuer determines and assesses the cost of credit and manages its credit risk and market risk concentration. In addition, due to market fluctuations, weak economic conditions and/or a decline in stock and bond prices, trading volumes or liquidity, the Issuer's financial results may also be affected by a downturn in the revenues deriving from its margin interests, principal transactions, investment banking and securities trading fees and brokerage activities.

***Sustained market weakness and volatility may adversely affect the Issuer's investment banking and financial advisory revenues and subject the Issuer to risks of losses from clients and other counterparties***

The Issuer's investment banking revenues, in the form of financial advisory and debt and equity underwriting fees, are directly related to the number and size of the transactions in which the Issuer participates and may be impacted by continued or further credit market dislocations or sustained market downturns. Sustained market downturns or continued or further credit market dislocations and liquidity issues would also likely lead to a decline in the volume of capital market transactions that the Issuer executes for its clients and, therefore, to a decline in the revenues that it receives from commissions and spreads earned from the trades the Issuer executes for its clients. Further, to the extent that potential acquirers are unable to obtain adequate credit and financing on favorable terms, they may be unable or unwilling to consider or complete acquisition transactions, and as a result, the Issuer's merger and acquisition advisory practice would suffer.

In addition, declines in the market value of securities can result in the failure of buyers and sellers of securities to fulfil their settlement obligations, and in the failure of the Issuer's clients to fulfil their credit obligations. During market downturns, the Issuer's counterparties in securities transactions may be less likely to complete transactions. Also, the Issuer often permits its clients to purchase securities on margin or, in other words, to borrow a portion of the purchase price from the Issuer and collateralize the loan

with a set percentage of the securities. During steep declines in securities prices, the value of the collateral securing margin purchases may drop below the amount of the purchasers' indebtedness. If the clients are unable to provide additional collateral for these loans, the Issuer may lose money on these margin transactions. In addition, particularly during market downturns, the Issuer may face additional expenses defending or pursuing claims or litigation related to counterparty or client defaults.

***Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and leading to material losses***

In some of the Issuer's businesses, protracted adverse market movements, particularly asset price declines, can reduce the level of activity in the market or reduce market liquidity. These developments can lead to material losses if the Issuer cannot close out deteriorating positions in a timely way. This may especially be the case for assets of the Issuer for which there are not very liquid markets to begin with. Assets that are not traded on stock exchanges or other public trading markets, such as derivatives contracts between banks, may have values that the Issuer calculates using models other than publicly quoted prices. Monitoring the deterioration of prices of assets like these is difficult and failure to do so effectively could lead to losses that the Issuer did not anticipate or that were higher than those anticipated. This in turn could adversely affect the Issuer's results of operations and financial condition.

***Market volatility and difficult access to debt capital markets can adversely affect the Issuer's liquidity***

In the event that the extreme volatility and disruption experienced by international and domestic markets in recent months continue in the future, the Issuer's liquidity can be adversely affected. The Issuer's funding activity relies, for more than 20 per cent., on retail deposits with the Group company CheBanca!, on medium and long-term debt capital market issues offered to institutional investors and to the public. The placement to retail investors is made through public offerings (carried out by means of single banking networks – including that of Banco Posta – with exclusivity or through syndicated joined banking groups) and sold directly on the Mercato Telematico delle Obbligazioni managed by Borsa Italiana S.p.A. ("MOT"). Demand from institutional investors is met through public offerings on the Eurobond market and private placements of instruments tailored on the basis of the specific needs of the subscriber.

The volatility of the debt capital markets in Italy and abroad may impair the Issuer's ability to raise funding through fixed-income instruments and may affect its liquidity in the long term. In addition, the wider credit spreads that the markets are experiencing can affect the Issuer's aggregate cost of funding and have an impact on its financial results.

***Intense competition, especially in the Italian market, where the Issuer has the largest concentration of its business, could materially adversely affect the Issuer's revenues and profitability***

Competition is intense in all of the Mediobanca Group's primary business areas in Italy and the other countries in which the Issuer conducts its business. The Mediobanca Group derives most of its total banking income from its banking activities in Italy, a mature market where competitive pressures have been increasing quickly. If the Mediobanca Group is unable to continue to respond to the competitive environment in Italy with attractive product and service offerings that are profitable for the Mediobanca Group, it may lose market share in important areas of its business or incur losses on some or all of its activities. In addition, downturns in the Italian economy could add to the competitive pressure, through, for example, increased price pressure and lower business volumes for which to compete.

***The Issuer's risk management policies, procedures and methods may nevertheless leave the Issuer exposed to unidentified or unanticipated risks, which could lead to material losses***

The Issuer has devoted significant resources to developing policies, procedures and assessment methods to manage market, credit, liquidity and operating risk and intends to continue to do so in the future. Nonetheless, the Issuer's risk management techniques and strategies may not be fully effective in mitigating its risk exposure in all economic market environments or against all types of risks, including risks that the Issuer fails to identify or anticipate. If existing or potential customers believe that the Issuer's risk management policies and procedures are inadequate, the Issuer's reputation as well as its revenues and profits may be negatively affected.

### ***The Issuer is subject to operational risk***

The Issuer, like all financial institutions, is exposed to many types of operational risk, including the risk of fraud by employees and outsiders, unauthorised transactions by employees or operational errors, including errors resulting from faulty computer or telecommunication systems. The Issuers' systems and processes are designed to ensure that the operational risks associated with the Issuers' activities are appropriately monitored. Any failure or weakness in these systems, however, could adversely affect the Issuer's financial performance and business activities.

### ***Systemic risks in connection with the economic/financial crisis***

It should be noted that the earnings capacity and stability of the financial system in which the Issuer operates may be impacted by the general economic situation and the trends on financial markets, and, in particular, by the solidity and growth prospects of the economies of the country or countries in which the Issuer operates, including its/their credit standing, as well as the solidity and growth prospects of the Eurozone as a whole.

The Issuer's performance is also influenced by the general economic situation, both national and for the Eurozone as a whole, and by the trend on financial markets, in particular by the solidity and growth prospects of the geographical areas in which the Issuer operates. The macroeconomic scenario currently reflects considerable areas of uncertainty, in relation to: (a) the trends in the real economy with reference to the prospects of recovery and growth in the national economy and/or resilience of growth in the economies of those countries, such as the United States and China, which have delivered growth, even substantial, in recent years; (b) future developments in the monetary policy of the ECB for the Eurozone area, and the U.S. Federal Reserve Board for the US dollar area, and the policies implemented by various countries to devalue their own currencies for competitive reasons; (c) the sustainability of the sovereign debt of certain countries, and the tensions noted more or less frequently on financial markets. In this connection, attention should be drawn in particular to: (i) the recent developments in the Greek sovereign debt crisis, which raised considerable uncertainties (as yet not entirely dispelled) over the prospects of Greece remaining part of the Eurozone, not to mention, in an extreme scenario, the risk of contagion between the sovereign debt markets of the various countries, and indeed the very resilience of the European monetary system based on the single currency; (ii) the recent turbulence on the main Asian financial markets, in particular China. There is therefore the risk that the future development of these scenarios could impact adversely on the Issuer's capital, earnings and financial situation.

Such factors, particularly during periods of economic and financial crisis, could lead the Issuer to incur losses, increases in the cost of financing, reductions in the value of assets held, with a potentially negative impact on the Issuer's liquidity and the solidity of its capital.

More generally, continuation of the adverse economic conditions, or a slower recovery in Italy, or the countries in which the Issuer principally operates, than the other Eurozone countries, could impact negatively on the operating results or financial conditions of Mediobanca.

### ***Risk connected to the discussion on Italy's 2019 budget law***

The persisting financial crisis has also adversely affected Italy and the current negative economic situation is not expected to end in the near future. In this context, further uncertainties may arise in connection with the Republic of Italy's 2019 budget law which, as at the date of the Base Prospectus, has not been approved by the European Commission, as a consequence thereof, there may be potentially negative impacts on the economic outlook of the Republic of Italy that may adversely affect the domestic market conditions.

### ***Risks connected to the presence of OTC derivatives in the Group's portfolio***

The investors should note that the portfolio of the Group contains so-called "over the counter" ("OTC") derivatives. The fair value of these OTC derivatives depends upon the both the valuation and the perceived credit risk of the instrument insured or guaranteed or against which protection has been bought and the credit quality of the protection provider. Market counterparties have been adversely affected by their exposure to residential mortgage linked products, and their perceived creditworthiness has deteriorated significantly since 2007. Although the Group seeks to limit and manage direct exposure to market counterparties, indirect exposure may exist through other financial arrangements and

counterparties. If the financial condition of market counterparties or their perceived creditworthiness deteriorates further, the Group may record further credit valuation adjustments on the underlying instruments insured by such parties.

Any primary or indirect exposure to the financial condition or creditworthiness of these counterparties could have a material adverse impact on the results of operations, financial condition and prospects of the Group.

### ***Risks connected to the EMIR Regulation***

Investors should also note that the OTC derivatives would be subject to the regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories, known as the European Market Infrastructure Regulation ("**EMIR**") that came into force on 16 August 2012.

On 19 December 2012, the European Commission adopted nine of ESMA's Regulatory Technical Standards (the "**Adopted RTS**") and Implementing Technical Standards (the "**Adopted ITS**") on OTC Derivatives, CCPs and Trade Repositories (the Adopted RTS and Adopted ITS together being the "**Adopted Technical Standards**"), which included technical standards on clearing, reporting and risk mitigation (see further below). The Adopted ITS were published in the Official Journal of the European Union on 21 December 2012 and entered into force on 10 January 2013 (although certain of the provisions thereof will only take effect once the associated regulatory technical standards enter into force). The Adopted RTS were published in the Official Journal of the European Union on 23 February 2013 and entered into force on 15 March 2013.

EMIR introduces certain requirements in respect of OTC derivative contracts applying to financial counterparties ("**FCPs**"), such as investment firms, credit institutions and insurance companies and certain non-financial counterparties ("**Non-FCPs**"). Such requirements include, amongst other things, the mandatory clearing of certain OTC derivative contracts (the "**Clearing Obligation**") through an authorised central counterparty (a "**CCP**"), the reporting of OTC derivative contracts to a trade repository (the "**Reporting Obligation**") and certain risk mitigation requirements in relation to derivative contracts which are not centrally cleared.

The Clearing Obligation applies to FCPs and certain Non-FCPs which have positions in OTC derivative contracts exceeding specified 'clearing thresholds'. Such OTC derivative contracts also need to be of a class of derivative which has been designated by ESMA as being subject to the Clearing Obligation. On the basis of the Adopted Technical Standards, it is likely that the Issuer will be treated as a Non-FCP for the purposes of EMIR and the swap transactions to be entered into by it on the Closing Date will not exceed the "clearing threshold".

A CCP will be used to meet the Clearing Obligation by interposing itself between the counterparties to the eligible OTC derivative contracts. For the purposes of satisfying the Clearing Obligation, EMIR requires derivative counterparties to become clearing members of a CCP, a client of a clearing member or to otherwise establish indirect clearing arrangements with a clearing member. Each derivative counterparty will be required to post both initial and variation margin to the clearing member (which in turn will itself be required to post margin to the CCP). EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk, which is defined in the Adopted Technical Standards as cash, gold and highly rated government bonds.

The Reporting Obligation applies to all types of counterparties and covers the entry into, modification or termination of cleared and non-cleared derivative contracts which were entered into (i) before 16 August 2012 and which remain outstanding on 16 August 2012, or (ii) on or after 16 August 2012. The details of all such derivative contracts are required to be reported to a trade repository. It will therefore apply to the Swap Agreements and any replacement swap agreements.

FCPs and Non-FCPs which enter into non-cleared derivative contracts must ensure that appropriate procedures and arrangements are in place to measure, monitor and mitigate operational and counterparty credit risk. Such procedures and arrangements include, amongst other things, the timely confirmation of the terms of a derivative contract and formalised processes to reconcile trade portfolios, identify and resolve disputes and monitor the value of outstanding contracts. In addition, FCPs and those Non-FCP which exceed the specified clearing thresholds must also mark-to-market the value of their outstanding

derivative contracts on a daily basis and have risk-management procedures that require the timely, accurate and appropriately segregated exchange of collateral.

The EU regulatory framework and legal regime relating to derivatives is set not only by EMIR but also by the European Directive No 65/2014 ("**MiFID II**") and the European Regulation No. 600/2014 ("**MiFIR**"), both of which came into force on 3 July 2014. MiFID II amends existing provisions on authorisation, conduct of business and organizational requirements for providers of investment services. These rules aim at strengthening the protection of investors, through the introduction of new requirements on product governance, independent investment advice and cross-selling, the extension of existing rules to structured deposits and the improvement of requirements in several areas, including on the responsibility of management bodies, inducements, information and reporting to clients, remuneration of staff and best execution. MiFIR establishes, *inter alia*, uniform requirements in relation to disclosure of trade data to the public, reporting of transactions to the competent authorities, trading of derivatives on organised venues, benchmarks and intervention powers of competent authorities, ESMA and EBA.

MiFID II has come into force on 3 January 2018 and is implemented by the Member States by 3 January 2018 as officially proposed by the European Commission on 10 February 2016.

By the proposal for amending Directive 2014/65/EU come into force on 10 February 2016, the provisions of MiFID II and MiFIR - according to Article 93, as amended - apply from 3 January 2018 except for the minor provisions which shall apply from 3 September 2019. In addition, many of the provisions of MiFID II and MiFIR will be implemented by means of technical standards that will be drafted by the ESMA.

In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuer. Prospective investors should be aware that the regulatory changes arising from EMIR, MiFID II and MiFIR may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the relevant Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Investors should be aware, however, that such risks are material and that the Issuer could be materially and adversely affected thereby. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR, MiFID II and MiFIR, in making any investment decision in respect of the Securities. In addition, given that the date of application of some of the EMIR provisions and the EMIR technical standards remains uncertain and given that additional technical standard or amendments to the existing EMIR provisions may come into effect in due course, prospective investors should be aware that the relevant Transaction Documents may need to be amended during the course of the Transaction, without the consent of any Securityholder, to ensure that the terms thereof and the parties obligations thereunder are in compliance with EMIR and/or the then subsisting EMIR technical standards.

#### ***Risks connected to a potential rating downgrade***

Mediobanca is rated by (i) S&P Global Ratings Europe Limited (formerly, Standard & Poor's Credit Market Services Italy S.r.l. "**S&P**"), (ii) Fitch Italia S.p.A. ("**Fitch**") and (iii) Moody's Investor Service Ltd. ("**Moody's**") which are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit rating agencies, (as amended) (the "**CRA Regulation**") as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority pursuant to the CRA Regulation. A downgrade of Mediobanca's rating (for whatever reason) might result in higher funding and refinancing costs for Mediobanca in the capital markets. In addition, a downgrade of Mediobanca's rating may limit Mediobanca's opportunities to extend mortgage loans and may have a particularly adverse effect on Mediobanca's image as a participant in the capital markets, as well as in the eyes of its clients. These factors may have an adverse effect on Mediobanca's financial condition and/or the results of its operations.

#### ***Changes in the Italian and European regulatory framework could adversely affect the Issuer's business***

The Issuer is subject to extensive regulation and supervision by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* (the Italian securities market regulator or "**CONSOB**") in relation to

Mediobanca, the European Central Bank and the European System of Central Banks in relation to both Issuers and the *Commission de Surveillance du Secteur Financier* ("**CSSF**") in Luxembourg in relation to Mediobanca International.

The banking laws to which the Issuer is subject govern the activities in which banks and foundations may engage and are designed to maintain the safety and soundness of banks, and limit their exposure to risk. In addition, the Issuer must comply with financial services laws that govern its marketing and selling practices. The regulatory framework governing the international financial markets is currently being amended in response to the credit crisis, and new legislation and regulations are being introduced in Italy and could significantly alter the Issuer's capital requirements.

The supervisory authorities mentioned above govern various aspects of the Issuer, which may include, among other things, liquidity levels and capital adequacy, the prevention and combating of money laundering, privacy protection, ensuring transparency and fairness in customer relations and registration and reporting obligations. In order to operate in compliance with these regulations, Mediobanca has in place specific procedures and internal policies. Despite the existence of these procedures and policies, there can be no assurance that violations of regulations will not occur, which could adversely affect the Group's results of operations, business and financial condition. The above risks are compounded by the fact that, as at the date of this Base Prospectus, certain laws and regulations have only been recently approved and the relevant implementation procedures are still in the process of being developed.

### ***Basel III and CRD IV***

In the wake of the global financial crisis that began in 2008, the Basel Committee on Banking Supervision approved, in the fourth quarter of 2010, revised global regulatory standards ("**Basel III**"), on bank capital adequacy and liquidity, higher and better-quality capital, better risk coverage, measures to promote the build-up of capital that can be drawn down in periods of stress and the introduction of a leverage ratio as a backstop to the risk-based requirement as well as two global liquidity standards which were subsequently revised in 2013 in light of concerns raised by the banking industry. The Basel III framework adopts a gradual approach, with the requirements to be implemented over time, with full enforcement in 2019.

In January 2013, the Basel Committee revised its original proposal in respect of the liquidity requirements in light of concerns raised by the banking industry, providing for a gradual phasing-in of the Liquidity Coverage Ratio with a full implementation in 2019 as well as expanding the definition of high quality liquid assets to include lower quality corporate securities, equities and residential mortgage backed securities. Regarding the other liquidity requirement, the Net Funding Stable Funding Ratio, the Basel Committee published the final rules in October 2014 which took effect from 1<sup>st</sup> January 2018.

The Basel III framework has been implemented in the EU through new banking regulations adopted on 26 June 2013: Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the "**CRD IV Directive**") and Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (the "**CRD IV Regulation**" or "**CRR**" and together with the CRD IV Directive, the "**CRD IV Package**"). Full implementation began on 1 January 2014, with particular elements being phased in over a period of time (the requirements will be largely fully effective by 2019 and some transitional provisions provide for phase-in until 2024) but it is possible that in practice implementation under national laws may be delayed until after such date. Additionally, it is possible that EU Member States may introduce certain provisions at an earlier date than that set out in the CRD IV Package.

The Basel III agreements provide for the introduction of a Liquidity Coverage Ratio or ("**LCR**"), in order to establish and maintain a liquidity buffer which will permit the bank to survive for 30 days in the event of serious stress, and a Net Stable Funding Ratio or NSFR, with a time period of more than one year, introduced to ensure that the assets and liabilities have a sustainable expiry structure. In the case of LCR, within the CRR framework, the LCR Delegated Act (Commission Delegated Regulation (EU) 2015/61 technically specifies the calculation rules of the LCR and provides that it is to be phased in gradually, from 60% commencing on 1 October 2015 to 100% from 1 January 2018), In the case of NSFR, although the proposal of the Basel Committee foresaw that the 100% level is to be met as of 1 January 2018 without any phase in, the CRR does not provide for the regulatory limit on structural liquidity. On 17 December 2015, the European Banking Authority published its report recommending the introduction of

the NSFR in the EU in order to ensure stable funding structures and outlining its impact assessment and proposed calibration. In November 2016, the European Commission announced the EU Banking Reform which proposed a binding 3% Leverage Ratio and a binding detailed Net Stable Funding Ratio (which will require credit institutions and systemic investment firms to finance their long-term activities (assets and off-balance sheet items) with stable sources of funding (liabilities) in order to increase banks' resilience to funding constraints. In particular, under the proposal, the binding 3% Leverage Ratio is added to the own funds requirements in the CRR which institutions must meet in addition to/in parallel with their risk-based requirements, and will apply to all credit institutions and investment firms that fall under the scope of the CRR, subject to selected adjustments.

In addition, it should be noted that, on 13 April 2017, the ECB published a guideline and a recommendation addressed to national competent authorities ("NCAs") concerning the exercise of options and national discretions available in European Union law that affect banks which are directly supervised by NCAs (i.e. less significant institutions). Both documents are intended to further harmonise the way banks are supervised by NCAs in the 19 countries to which the SSM (as defined below) applies.

The aim is to ensure a level playing field and the smooth functioning of the euro area banking system as a whole.

The Bank of Italy published new supervisory regulations on banks in December 2013 (Circular of the Bank of Italy No. 285 of 17 December 2013, as subsequently amended and supplemented from time to time (the "**Circular No. 285**" – *Prudential Regulation for Banks*)) which came into force on 1 January 2014, implementing the CRD IV Package, and setting out additional local prudential rules concerning matters not harmonised at EU level. According to Article 92 of the CRD IV Regulation, institutions shall at all times satisfy the following own funds requirements: (i) a CET1 Capital ratio of 4.5 per cent.; (ii) a Tier 1 Capital ratio of 6 per cent.; and (iii) a Total Capital ratio of 8 per cent. These minimum ratios are complemented by the following capital buffers to be met with CET1 Capital:

- *Capital conservation buffer*: The capital conservation buffer has applied to the Issuer since 1 January 2014 pursuant to Part I, Title II, Chapter I, Section II of Circular No. 285. According to the 20<sup>th</sup> update to Circular No. 285 published on 21 November 2017, new transitional rules provide for a capital conservation buffer set for 1.875 per cent of the RWAs in 2018 and increasing to 2.5 per cent. of RWAs from 2019;
- *Counter-cyclical capital buffer*: set by the relevant competent authority between 0 per cent. - 2.5 per cent. (but may be set higher than 2.5 per cent. where the competent authority considers that the conditions in the Member State justify this), with gradual introduction from 1 January 2016 and applying temporarily in the periods when the relevant national authorities judge the credit growth excessive (pursuant to Articles 130 and 160 of the CRD IV Directive);
- *Capital buffers for global systemically important banks (G-SIBs)*: set as an "additional loss absorbency" buffer ranging from 1.0 per cent. to 3.5 per cent. determined according to specific indicators (e.g., size, interconnectedness, lack of substitutes for the services provided, global activity and complexity); to be phased in from 1 January 2016 (Article 131 of the CRD IV Directive), becoming fully effective on 1 January 2019; and
- *Capital buffers for systemically important banks at a domestic level*: up to 2.0 per cent. as set by the relevant competent authority and must be reviewed at least annually from 1 January 2016, to compensate for the higher risk that such banks represent to the domestic financial system (Article 131 of the CRD IV Directive). The capital buffer for important banks at domestic level belonging to a group which is a global systemically important bank is limited. This buffer shall not exceed the higher of 1 per cent. of the total risk exposure amount and the global systemically important bank buffer rate applicable to the group at consolidated level.

In addition to the above listed capital buffers, under Article 133 of the CRD IV Directive each Member State may introduce a Systemic Risk Buffer of Common Equity Tier 1 Capital for the financial sector or one or more subsets of the sector, in order to prevent and mitigate long term non-cyclical systemic or macro-prudential risks with the potential of serious negative consequence to the financial system and the real economy in a specific Member State. Until 2015, in case of buffer rates of more than 3 per cent., Member State will need prior approval from the Commission, which will take into account the assessments of the European Systemic Risk Board ("ESRB") and the European Banking Authority (the

"EBA"). From 2015 onwards and for buffer rates between 3 and 5 per cent. the Member States setting the buffer will have to notify the Commission, the EBA, and the ESRB. The Commission will provide an opinion on the measure decided and if this opinion is negative, the Member States will have to "comply or explain". Buffer rates above 5 per cent. will need to be authorized by the Commission through an implementing act, taking into account the opinions provided by the ESRB and by the EBA.

Failure to comply with such combined buffer requirements triggers restrictions on distributions and the need for the bank to adopt a capital conservation plan on necessary remedial actions (Articles 140 and 141 of the CRD IV Directive).

As part of the CRD IV Package transitional arrangements, regulatory capital recognition of outstanding instruments which qualified as "Tier I" and "Tier II capital" instruments under the framework which the CRD IV Package has replaced (CRD III) that no longer meet the minimum criteria under the CRD IV Package will be gradually phased out. Fixing the base at the nominal amount of such instruments outstanding on 31 December 2012, their recognition is capped at 70 per cent. in 2015, with this cap decreasing by 10 per cent. in each subsequent year.

The new liquidity requirements introduced under the CRD IV Package are the Liquidity Coverage Ratio and the Net Stable Funding Ratio (the "NSFR"). The Liquidity Coverage Ratio Delegated Act has been adopted in October 2014 and published in the Official Journal of the European Union in January 2015. It is applicable from 1 October 2015, under a phase-in approach before it becomes fully applicable from 1 January 2018.

The CRD IV Package introduces a new leverage ratio with the aim of restricting the level of leverage that an institution can take on to ensure that an institution's assets are in line with its capital. Institutions have been required to disclose their leverage ratio from 1 January 2015. Full implementation and European harmonisation, however, is not expected until 1 January 2018 following the European Commission's review in 2016. The CRD IV Package contains specific mandates for the EBA to develop draft regulatory or implementing technical standards as well as guidelines and reports related to liquidity coverage ratio and leverage ratio in order to enhance regulatory harmonisation in Europe through the "Single Rule Book".

Therefore, should the Issuer not be able to implement the approach to capital requirements it considers optimal in order to meet the capital requirements imposed by the CRD IV Package, it may be required to maintain levels of capital which could potentially impact its credit ratings, funding conditions and limit the Issuer's growth opportunities.

#### ***The Group may be subject to the provision of the Regulation establishing the Single Resolution Mechanism***

After having reached an agreement with the Council, in April 2014, the European Parliament adopted the Regulation (EU) No. 806/2014 establishing a Single Resolution Mechanism (the "SRM") entered into force from 1 January 2016. There are, however, certain provisions including those concerning the preparation of resolution plans and provisions relating to the cooperation of the Single Resolution Board (the "Board") with national resolution authorities, which entered into force on 1 January 2015.

The SRM, which will complement the ECB Single Supervisory Mechanism, will apply to all banks supervised by the ECB Single Supervisory Mechanism. It provides for the Board and a Single Resolution Fund (the "Fund").

Decision-making will be centralised with the Board, and will involve the Commission and the Council (which will have the possibility to object to the Board's decisions) as well as the ECB and national resolution authorities.

The Fund, which will back resolution decisions mainly taken by the Board, will be divided into national compartments during an eight year transition period, as envisaged by an Intergovernmental Treaty, whose ratification is a precondition for the entry into force of the SRM Regulation. Banks have started to pay contributions in 2015 to national Resolution Funds that are mutualising gradually into the Single Resolution Fund starting from 2016 (and on top of the contributions to the national Deposit Guarantee Schemes).

The establishment of the SRM is designed to ensure that supervision and resolution is exercised at the same level for countries that share the supervision of banks within the ECB Single Supervisory Mechanism.

The participating banks will be required to finance the Fund. The Issuer may therefore be required to pay contributions to the SRM in addition to contributions to the national Deposit Guarantee Scheme. The SRM is not operational yet and the manner in which it will be implemented is still evolving, so there remains some uncertainty as to how the SRM will affect the Group once implemented and fully operational.

### ***ECB Single Supervisory Mechanism***

On 15 October 2013, the Council of the European Union adopted Council Regulation (EU) No. 1024/2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions (the "**SSM Regulation**") for the establishment of a single supervisory mechanism (the "**Single Supervisory Mechanism**" or the "**SSM**"). From 4 November 2014 the SSM Regulation has given the ECB, in conjunction with the national regulatory authorities of the Eurozone and participating Member States, direct supervisory responsibility over "banks of systemic importance" in the Eurozone.

In this respect, "banks of systemic importance" include, *inter alia*, any Eurozone bank that: (i) has assets greater than €30bn or - unless the total value of its assets is below €5bn - greater than 20 per cent. of national gross domestic product; (ii) is one of the three most significant credit institutions established in a Member State; (iii) has requested, or is a recipient of, direct assistance from the European Financial Stability Facility of the European Stability Mechanism; or (iv) is considered by ECB to be of significant relevance where it has established banking subsidiaries in more than one participating Member State and its cross-border assets/liabilities represent a significant part of its total assets/liabilities.

Notwithstanding the fulfillment of these criteria, the ECB, on its own initiative after consulting with national competent authorities or upon request by a national competent authority, may declare an institution significant to ensure the consistent application of high-quality supervisory standards. The Regulation (EU) No. 468/2014 of the ECB, dated 16 April 2014, established the framework for co-operation within the Single Supervisory Mechanism between the ECB and national competent authorities and with national designated authorities (the "**SSM Framework Regulation**").

The relevant national competent authorities for the purposes of the SSM Regulation and the SSM Framework Regulation continue to be responsible for supervisory functions not conferred on the ECB, such as consumer protection, money laundering, payment services, and supervision over branches of third country banks. The ECB, on the other hand, is exclusively responsible for key tasks concerning the prudential supervision of credit institutions, which includes, *inter alia*, the power to: (i) authorise and withdraw authorisation of all "banks of systemic importance" in the Eurozone and in the Member States participating to the SSM; (ii) assess acquisition and disposal of holdings in other banks; (iii) ensure compliance with all prudential requirements laid down in general EU banking rules; (iv) set, where necessary, higher prudential requirements for certain banks to protect financial stability under the conditions provided by EU law; (v) impose robust corporate governance practices and internal capital adequacy assessment controls; and (vi) intervene at the early stages when risks to the viability of a bank exist, in coordination with the relevant resolution authorities. The ECB also has the right to impose pecuniary sanctions.

In order to foster consistency and efficiency of supervisory practices across the Eurozone, the EBA is continuing to develop a single supervisory handbook applicable to EU Member States (the "**EBA Supervisory Handbook**").

***The Bank Recovery and Resolution Directive is intended to enable a range of actions to be taken in relation to credit institutions and investment firms considered to be at risk of failing. The implementation of the directive or the taking of any action under it could materially affect the value of any Securities***

On 2 July 2014, Directive 2014/59/EU, providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or the "**BRRD**") entered into force.

The BRRD provides the competent authorities with a set of tools to intervene sufficiently early and quickly in an unsound or failing institution so that it can ensure the continuity of the institution's critical financial and economic functions, whilst minimising the impact of an institution's failure on the economy and financial system.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that: (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution - which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation - which enables resolution authorities to transfer assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in - which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims into shares or other instruments of ownership (i.e. shares, other instruments that confer ownership, instruments that are convertible into or give the right to acquire shares or other instruments of ownership, and instruments representing interests in shares or other instruments of ownership) (the "**General Bail-In Tool**"), which equity could also be subject to any future application of the General Bail-In Tool.

The BRRD also provides for a Member State as a last resort, after having assessed and made use of the above resolution tools (including the General Bail-In Tool) to the maximum extent practicable whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the burden sharing requirement of the EU state aid framework and the BRRD. In particular, a single resolution fund financed by bank contributions at a national level is being established and Regulation (EU) No. 806/2014 establishes the modalities for the use of the fund and the general criteria to determine contributions to the fund.

An institution will be considered to be failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

In addition to the General Bail-In Tool, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments at the point of non-viability and before or concurrently with any other resolution action is taken ("**non-viability loss absorption**"). Any shares issued to holders of the Securities upon any such conversion into equity capital instruments may also be subject to any application of the General Bail-In Tool.

For the purposes of the application of any non-viability loss absorption measure, the point of non-viability under the BRRD is the point at which the relevant authority determines that the institution and/or its group meets the conditions for resolution (but no resolution action has yet been taken) or that the institution and/or its group will no longer be viable unless the relevant capital instruments are written-down/converted or extraordinary public support is to be provided and the appropriate authority determines that without such support the institution would no longer be viable.

The BRRD provides that Member States should apply the new "crisis management" measures from 1 January 2015, except for the General Bail-In Tool applicable from 1 January 2016. In the context of these resolution tools, the resolution authorities have the power to amend or alter the maturity of debt instruments and other eligible liabilities issued by an institution under resolution or amend the amount of interest payable under such instruments and other eligible liabilities, or the date on which the interest becomes payable, including by suspending payment for a temporary period, except for those secured liabilities which are subject to Article 44(2) of the BRRD.

The BRRD has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government, namely, Legislative Decrees No. 180/2015 of 16 November 2015 and 181/2015 (together, the "**BRRD Decrees**"), both of which were published in the Italian Official Gazette (Gazzetta Ufficiale)

on 16 November 2015. Legislative Decree No. 180/2015 of 16 November 2015 is a stand-alone law 181/2015 of 16 November 2015 amends the existing Italian Banking Act and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. The BRRD Decrees entered into force on the date of its publication in the Italian Official Gazette (i.e. 16 November 2015), save that: (i) the bail-in tool is applicable from 1 January 2016; and (ii) a "depositor preference" granted for deposits other than those protected by the deposit guarantee scheme and excess deposits of individuals and SME's will apply from 1 January 2019.

The powers set out in the BRRD will impact credit institutions and investment firms and how they are managed as well as, in certain circumstances, the rights of creditors. The exercise of any power under the BRRD or any suggestion or perceived suggestion of such exercise could, therefore, materially adversely affect the rights of holders of the Securities, the price or value of their investment in any Securities and/or the ability of the Issuer to satisfy its obligations under any Securities.

The legislative decree intended to implement the revised Deposit Guarantee Schemes Directive in Italy – namely, Legislative Decree No. 30 of 15 February 2016 – has been published in the Italian Official Gazette No. 56 of 8 March 2016. The Decree came into force on 9 March 2016, except for Article 1 comma 3, let. A), which came into force on 1 July 2018. Amongst other things, the Decree amends Italian Banking Act and: (i) establishes that the maximum amount of reimbursement to depositors is EUR 100,000 (this level of coverage has been harmonised by the Directive and is applicable to all deposit guarantee schemes); (ii) lays down the minimum financial budget that national guarantee schemes should have; (iii) details intervention methods of the national deposit guarantee scheme; and (iv) harmonises the methods of reimbursement to depositors in case of insolvency of a credit institution.

As a result of the implementation of BRRD, holders of Securities may be subject to write-down or conversion into equity on any application of the General Bail-In Tool, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of Securities, the price or value of their investment in any Securities and/or the ability of the relevant Issuer and/or the Guarantor to satisfy its obligations under any Securities and/or the Guarantee.

Moreover, the European Commission has proposed a harmonised national insolvency ranking of unsecured debt instruments to facilitate credit institutions' issuance of such loss absorbing debt instruments, by creating, inter alia, a new asset class of "non-preferred" senior debt instruments with a lower rank than ordinary senior unsecured debt instruments in insolvency. In such perspective, the proposed amendments to Article 108 of the BRRD aim at enhancing the implementation of the bail-in tool and at facilitating the application of the "minimum requirement for own funds and eligible liabilities" ("MREL") requirement concerning the loss absorption and recapitalisation capacity of credit institutions and investment firms. As such, the amendments provide an additional means for credit institutions and certain other institutions to comply with the forthcoming MREL requirement and improve their resolvability, without constraining their respective funding strategies.

The proposal of the European Commission resulted in the adoption of Directive (EU) No. 2017/2399 of 12 December 2017 amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy which was published in the Official Journal of the EU on 27 December 2017 and must be transposed into national law by the Member States by 29 December 2018. In this regard, the Italian Law No. 205/2017, approved by the Italian Parliament on 27 December 2017, contains the implementing provisions pertaining to "non-preferred" senior debt instruments.

The powers set out in the BRRD and the application of the MREL requirement will impact the management of credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors, including holders of Securities issued under the Programme. In addition to the above please see also the risk factor "*Forthcoming regulatory and accounting changes*" below.

***The Group may be subject to a proposed EU regulation on mandatory separation of certain banking activities***

On 29 January 2014, the European Commission adopted a proposal for a new regulation on structural reform of the European banking sector following the recommendations released on 31 October 2012 by the High Level Expert Group (the "**Liikanen Group**") on the mandatory separation of certain banking activities. The proposed regulation contains new rules which would prohibit the biggest and most

complex banks from engaging in the activity of proprietary trading and introduce powers for supervisors to separate certain trading activities from the relevant bank's deposit-taking business if the pursuit of such activities compromises financial stability. Alongside this proposal, the Commission has adopted accompanying measures aimed at increasing transparency of certain transactions in the shadow banking sector.

The proposed regulation will apply to European banks that will eventually be designated as global systemically important banks (G-SIBs) or that exceed the following thresholds for three consecutive years: a) total assets are equal or exceed €30 billion; b) total trading assets and liabilities are equal or exceed €70 billion or 10 per cent. of their total assets. The banks that meet either one of the aforementioned conditions will be automatically banned from engaging in proprietary trading defined narrowly as activities using a bank's own capital or borrowed money to take positions in any type of transaction to purchase, sell or otherwise acquire or dispose of any financial instrument or commodities for the sole purpose of making a profit for own account, and without connection to actual or anticipated client activity or for the purpose of hedging the entity's risk as a result of actual or anticipated client activity. In addition, such banks will be prohibited also from investing in or holding shares in hedge funds, or entities that engage in proprietary trading or sponsor hedge funds. Other trading and investment banking activities – including market-making, lending to venture capital and private equity funds, investment and sponsorship of complex securitisation, sales and trading of derivatives – are not subject to the ban, subject to the discretion of the bank's competent authority, however they might be subject to separation if such activities are deemed to pose a threat to financial stability.

Should a mandatory separation be imposed, additional costs at Group level are not ruled out, in terms of higher funding costs, additional capital requirements and operational costs due to the separation, lack of diversification benefits. Due to a relatively limited trading activity, Italian banks could be penalised and put at a relative disadvantage in comparison with their main global and European competitors (e.g. French and German banking institutions). As a result, the proposal could lead to the creation of an oligopoly where only the biggest players will be able to support the separation of the trading activities and the costs that will be incurred. An additional layer of complexity, leading to uncertainty, is the high risk of diverging approaches throughout Europe on this issue.

#### ***The Group may be affected by a proposed EU Financial Transactions Tax***

On 14 February 2013 the European Commission published a new legislative proposal on the Financial Transaction Tax (the "FTT"). The proposal followed the Council's authorisation to proceed with the adoption of the FTT through enhanced cooperation, i.e. adoption limited to 10 countries - among which Italy, France, Germany and Austria are included.

The impact on the "real economy" of the FTT as currently envisaged – especially for corporations – could be severe as many financial transactions are made on behalf of businesses that would bear the additional costs of the tax. For example, a transaction tax would raise the cost of the sale and purchase of corporate bonds in a time where it is widely acknowledged that access to capital markets by corporate issuers has to be incentivised.

Moreover, it is a matter of concern for the Group that the proposal does not exempt the transfers of financial instruments within a group. Thus, if a financial instrument is not purchased for a client but only moved within a banking group, each transaction would be subject to taxation. Also, the inclusion of derivatives and repos/lending transactions in the taxation scope clashes with the efficiency of financial markets.

#### ***The Issuer may be affected by new accounting and regulatory standards***

Following the entry into force and subsequent application of new accounting standards and/or regulatory rules and/or the amendment of existing standards and rules, the Issuer may have to revise the accounting and regulatory treatment of some operations and the related income and expense, with potentially negative effects on the estimates contained in the financial plans for future years and with the need to restate already published financial statements.

IFRS 9 "Financial instruments" has been issued on 24 July 2014. This new standard will introduce significant changes with regard to classification, measurement, impairment and hedge accounting of

instruments, including financial instruments, replacing IAS 39 "Financial instruments: Recognition and Measurement".

IFRS 9 replaces IAS 39 and is applicable starting from the date on which the first financial year starting on 1 January 2018 or thereafter. The European Commission endorsed the following accounting principles and interpretations that will be applicable starting from the 2015 financial statements:

- Annual Improvements to IFRSs 2011-2013 Cycle (EU Regulation 1361/2014);
- Annual Improvements to IFRSs 2010-2012 Cycle (EU Regulation 28/2015); and
- Defined Benefit Plans: Employee Contributions (amendments to IAS 19) (EU Regulation 29/2015).

***Risk related to IFRS 9 on "Financial Instruments" coming into force***

The Issuer is exposed, like other parties operating in the banking sector, to the effects of the entry into force and subsequent application of new accounting principles or standards and regulations and/or changes to them (including those resulting from IFRS as endorsed and adopted into European law). Specifically, in future the Issuer may need to revise the accounting and regulatory treatment of some existing assets and liabilities and transactions (and related income and expense), with possible negative effects, including significant ones, on the estimates in financial plans for future years and this could lead the Issuer to having to restate financial data published previously.

On 24 July 2014, the International Accounting Standard Board (the IASB) issued the final version of the new IFRS 9 which replaces the previous versions published in 2009 and 2010 for the classification and measurement stage, and in 2013 for the hedge accounting stage and completes the IASB project to replace IAS 39 "Financial Instruments: Recognition and Measurement".

With particular reference to the accounting standards which will be effective in future periods, the Issuer highlights that IFRS 9:

- will introduce significant changes, compared to IAS 39, to classification and measurement of loans and debt instruments based on the "business model" and on the characteristics of the cash flows of the financial instrument (SPPI - Solely Payments of Principal and Interests criteria);
- requires the classification of the equity instruments at fair value either through profit or loss or through "other comprehensive income". In this second case, unlike previous requirements for available for sale assets set by IAS 39, IFRS 9 has eliminated the request to recognize impairment losses and provide that, in case of disposal of the instruments, the gain or losses from disposal shall be recycled to other equity reserve and not to profit and loss accounts;
- will introduce a new accounting model for impairment, based on expected losses approach substituting the current approach based on the incurred losses and will introduce the concept of "lifetime" expected losses which may require an anticipation and increase of the structural provisioning with particular reference to credit losses;
- works on the hedge accounting, rewriting the rules for the designation of a hedge accounting relationship and for the verification of its effectiveness in order to achieve a stronger alignment between the hedge accounting treatment and the underlying risk management logics. It should be noted that the principle allows the entity to make use of the possibility to continue to apply IAS 39 hedge accounting rules until the IASB has completed the project on definition of the macrohedging rules; and
- changes the accounting treatment of "own credit", in other words changes in the fair value of issued debt liabilities designated at fair value not attributable to changes of the own credit price. The new accounting standard requires these changes shall be recognised in a specific equity reserve, rather than to the income statement, as requested under IAS 39, therefore removing a volatility source from the economic results.

The effective date of IFRS 9 is 1 January 2018, following the entry into force on 19 December 2016 of Regulation (EU) No. 2016/2067 of the Commission of 22 November 2016.

It is expected that at the first application date the main impacts on the Issuer could come from the application of the new impairment accounting model based on an expected losses approach, which is expected to cause an increase in the write-downs made to unimpaired assets (specifically receivables from customers), as well as the application of the new rules for the transfer of positions between the different classification stages under the new standard. Specifically, it is expected that greater volatility may be generated in the financial results between the different accounting periods, due to the dynamic change between the different stages of financial assets recorded in the financial statements (particularly between Stage 1 which will mainly include the new positions supplied and all the fully performing positions and Stage 2 which will include the positions in financial instruments which have suffered a deterioration in credit quality compared with the time of initial recognition). The changes in the book value of financial instruments due to the transition to IFRS 9 will be recognised against shareholders' equity at 1 January 2018.

On 10 November 2016, the EBA published a report that summarises the main results of the analysis of the impact on a sample of 50 European banks. As far as the quality component of the questionnaire is concerned, the authority highlighted how the sample of banks involved an operational complexity, specifically with regard to the aspects related to the quality of data, and technology in the introduction of the new principle. The report also pointed out how the change to the impairment model would lead, in the sample of banks examined, to average growth of the IAS 39 provisions (of approximately 18 per cent.) as well as having an impact on common equity tier 1 and on the total capital of 59 and 45 percentage points, respectively.

On 26 November 2016, the EBA launched a second impact assessment exercise, on the same sample of banks, in order to gather more detailed and updated insights regarding the implementation of the new Standard.

Further to the entry into force of IFRS9, the European Council has adopted a regulation that will allow, as an option, financial institutions to adopt a transitional regime where the additional loan loss provisions could be included in CET1 with a "phase-in" mechanism over 5 years starting from 2018.

In that regard, the proposals under discussion would allow, as an option, financial institutions to adopt a transitional regime where the additional loan loss provisions could be included in CET1 with a "phase-in" mechanism over 5 years starting from 2018. Nevertheless, the final terms of that mechanism are still to be finalised.

For the sake of completeness, also note that the IASB issued, respectively on 28 May 2014 and 13 January 2016, the final versions of IFRS 15 "Revenues from contracts with customers" and IFRS 16 "Leases".

The new IFRS 15 applies from 1 January 2018, with the possibility of opting for early application, subject to the completion of the endorsement process by the European Union, in progress at the date of this Base Prospectus. This principle changes the current set of IFRS replacing the principles and interpretations of "revenue recognition" in force at the date of this Base Prospectus and, specifically, IAS 18. IFRS 15 includes:

- two approaches for measuring revenues ("at point in time" or "over time");
- a new transactions analysis model ("Five steps model") focused on the transfer of control; and
- greater information to be included in the notes to the financial statements.

The new IFRS 16, on the other hand, will apply from 1 January 2019 once it has been endorsed by the European Union.

IFRS 16 changes the current set of international accounting principles and interpretations in force on leasing, and, specifically IAS 17. IFRS 16 introduces a new definition of leasing and confirms the current distinction between the two types of leasing (operating and financial) with regard to the accounting model that the lessor must apply.

With reference to the accounting treatment to be applied by the lessee, the new accounting standard sets, for all the leasing typologies, the recognition as an asset, representing the right of use of the underlying asset and, at the same time, a liability reflecting the future payments of the lease contract.

After the initial recognition the right-of-use will be measured on the basis of the provisions set for tangible assets applying the cost model less any accumulated depreciation and any eventual accumulated impairment losses, at the revaluation model of the fair value model set by IAS 16 or IAS 40.

From the time the above principle comes into force there are plans from 1 January 2019 for the quantitative effects resulting from its adoption, not currently available, to form part of the Issuer's future estimates. It is, however, expected that the application of IFRS 16 could result in a revision, for the relevant Issuer and/or the Guarantor, as the case may be, of the accounting methods for revenues and costs relating to existing transactions as well as the recording of new assets and liabilities associated with operating lease agreements signed. These effects will create the consequent need to consistently and retrospectively revise the previous.

Based on regulatory and/or technological developments and/or the business context, it is also possible that the Issuer and/or the Guarantor could, in the future, further revise the operating methods for applying the IFRS, with possible negative impacts, including significant ones, on the operating results and capital and financial position of the relevant Issuer and/or the Guarantor, as the case may be.

The Mediobanca Group applies the new standard starting with effect from 1 July 2018.

#### ***Forthcoming regulatory and accounting changes***

In addition to the substantial changes in capital and liquidity requirements introduced by Basel III and the CRD IV Package, there are several other initiatives, in various stages of finalisation, which represent additional regulatory pressure over the medium term and will impact the EU's future regulatory direction. These initiatives include, among others, a revised Markets in Financial Instruments EU Directive and Markets in Financial Instruments EU Regulation which apply as of 3 January 2018, subject to certain transitional arrangements. The Basel Committee on Banking Supervision ("**BCBS**") has also published certain proposed changes to the current securitisation framework which may be accepted and implemented in due course.

Moreover, the Basel Committee has embarked on a very significant risk weighted assets ("**RWAs**") variability agenda. This includes the "Fundamental Review of the Trading Book", revised standardised approaches (e.g., credit, market, operational risk), constraint to the use of internal models, as well as the introduction of a capital floor. The regulator's primary aim is to eliminate unwarranted levels of RWA variance. The new setup will have a significant impact on risk modelling. From a credit risk perspective, an impact is expected both on capital held against the exposures assessed via standardised approach and on those evaluated via an internal ratings based approach ("**IRB**"), due to the introduction of capital floors that, according to the new framework, will be calculated based on the revised standardised approach. Implementation of these new rules on risk models will take effect from 1 January 2022.

On 23 November 2016, the European Commission presented a comprehensive package of reforms designed to further strengthen the resilience of EU banks (the "**EU Banking Reform**"). The proposals contained in the EU Banking Reform amend many of the existing provisions set forth in CRD IV, the BRRD and the SRM Regulation.

On 25 May, 2018, the Council of the European Union published Presidency compromise proposals relating to the European Commission's above package of proposals and on 25 and 28 June, 2018, the European Parliament Committee on Economic and Monetary Affairs published reports containing its proposed amendments to the European Commission's package of proposals (the European Commission's package of proposals together with the Presidency compromise proposals, and the proposed amendments of the European Parliament, the EU Banking Reforms). On 4 December 2018, the European Parliament and the Council of the European Union reached a provisional political agreement on the banking package, a comprehensive set of reforms that the Commission proposed to further strengthen the resilience and the resolvability of EU banks. The timing for the final implementation of these reforms as at the date of this Information Memorandum is unclear.

On 7 December 2017 the Basel Committee endorsed the outstanding Basel III post-crisis regulatory reforms. The reforms, which include revisions to the measurement of the leverage ratio and a leverage ratio buffer for global systemically important banks (G-SIBs), which will take the form of a Tier 1 capital buffer set at 50% of a G-SIB's risk weighted capital buffer, will take effect from 1 January 2022 and will be phased in over five years.

In addition, the EU Banking Reform aims at changing the rules for calculating the capital requirements for market risks against the trading book positions set out in the CRR. The proposal seeks to transpose the work done by the Basel Committee (but not yet finalised in all its elements at that time) with the Fundamental Review of the Trading Book into EU law by establishing clearer and more easily enforceable rules on the scope of application to prevent regulatory arbitrage; improving risk capture, making requirements proportionate to reflect more accurately the actual risks to which banks are exposed; and strengthening the conditions to use internal models to enhance consistency and risk-weight comparability across banks. The proposed new rules envisage a phase-in period.

There can be no assurance that the implementation of the new capital requirements, standards and recommendations described above will not require the Issuer to issue additional securities that qualify as regulatory capital, to liquidate assets, to curtail business or to take any other actions, any of which may have adverse effects on the Issuer's business, financial condition and results of operations. Furthermore, increased capital requirements may negatively affect Issuer's return on equity and other financial performance indicators.

As regards accounting rules relevant for the Issuer, on 24 July 2014 the International Accounting Standards Board published IFRS 9 relating to "Financial Instruments", which is set to replace IAS 39 from 1 January 2018, except that for a selective early adoption. IFRS 9 has been approved by Commission Regulation (EC) No. 2067/2016 published in the Official Gazette of the EU on 29 November 2016. IFRS 9 amends and complements the rules on the classification and measurement of financial instruments; introduces a new impairment model based on "expected credit losses" (the current model is based on provisions for "incurred losses"); and introduces new rules on general hedge accounting.

The application of IFRS 9 and the new approach based on "expected credit losses" could result in substantial additional impairment charges for the Issuer and add volatility to its regulatory capital ratios and will result in additional costs to the Issuer relating to the implementation of such rules. The economic, financial and capital adequacy related effects of the implementation of IFRS 9 are not quantifiable, and investors should be aware that implementation of the IFRS 9 may have a material adverse effect on the business, financial condition and/or results of operations of the Issuer.

***EU reform of "benchmarks" (including LIBOR, EURIBOR and other interest rate index and equity and foreign exchange rate indices)***

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" ("**Benchmarks**") are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Securities linked to a Benchmark.

Key international reforms of Benchmarks include IOSCO's proposed Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the EU's Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability, as well as the quality and transparency of benchmark design and methodologies. A review published in February 2015 on the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future,

but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

On 17 May 2016, the Council of the European Union adopted the Benchmarks Regulation. The Benchmarks Regulation was published in the Official Journal on 29 June 2016 and entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmarks Regulation applies from 1 January 2018, except that the regime for "critical" benchmarks has applied from 30 June 2016 and certain amendments to Regulation (EU) No 596/2014 (the "**Market Abuse Regulation**") have applied from 3 July 2016. The Benchmarks Regulation applies to the provision of Benchmarks, the contribution of input data to a Benchmark and the use of a Benchmark within the EU. It will apply, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities (such as the Issuer) of Benchmarks of administrators that are not authorized or registered (or, if non-EU-based, not deemed equivalent or recognised or endorsed). The scope of the Benchmarks Regulation is wide and, in addition to applying to so-called "critical benchmark" indices such as EURIBOR, could also potentially apply to many other interest rate indices, as well as equity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in listed financial instruments (including listed Securities), financial contracts and investment funds.

The Benchmarks Regulation could also have a material impact on any Securities linked to a Benchmark including in any of the following circumstances:

- (i) an index which is a Benchmark could not be used as such if its administrator does not obtain appropriate EU authorization or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular Benchmark and the applicable terms of the Securities, the Securities could be delisted (if listed), adjusted, cancelled or otherwise impacted;
- (ii) the methodology or other terms of the Benchmark related to a series of Securities could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing, increasing or affecting the volatility of the published rate or level of the relevant Benchmark, and could lead to adjustments to the terms of the Securities;
- (iii) the fallback provisions specified in the terms of the Securities may apply or, if Administrator/Benchmark Event is specified in the applicable Final Terms as an Optional Additional Disruption Event, the Calculation Agent may amend the terms of the Securities in the event a benchmark materially changes or ceases to be provided in order to comply with the provisions of the Benchmarks Regulation (see "*Administrator/Benchmark Event*" below).

Any of the international, national or other reforms or the general increased regulatory scrutiny of Benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements.

For example, the sustainability of the London interbank offered rate ("**LIBOR**") has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of regulatory reforms) for market participants to continue contributing to such "benchmarks".

Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any such Securities.

***Risks associated with the economic context and consequences of the United Kingdom's exit from the European Union (Brexit)***

On 23 June 2016, a referendum took place in the United Kingdom on the permanence of the United Kingdom within the European Union. At the end of such referendum the majority of votes indicated the will to exit from the European Union (the "**Brexit**").

On 29 March 2017 the United Kingdom notified the European Council of its intention to withdraw from the European Union within the meaning and for the purposes of Article 50(2) of the Treaty on European Union. Article 50(2) requires that, in the light of the guidelines provided by the European Council, the Union shall negotiate and conclude an agreement with the United Kingdom, setting out the arrangements for its withdrawal from the European Union, taking account of the framework for its future relationship with the Union. Article 50 requires that such agreement shall be negotiated in accordance with Article 218(3) of the European Treaty on the Functioning of the European Union and concluded on behalf of the European Union by the European Council, acting by a qualified majority, after obtaining the consent of the European Parliament. Under Article 50(3) of the Treaty, the EU Treaties shall cease to apply to United Kingdom from the date of entry into force of the withdrawal agreement or, failing that, two years after the notification referred to in Article 50(2), unless the European Council, in agreement with the Member State concerned, unanimously decides to extend this period. Absent such extension, and subject to the terms of any withdrawal agreement, the United Kingdom shall withdraw from the European Union no later than 29 March 2019.

Brexit could cause an increase in volatility in financial markets, a worsening in the terms of financing, especially in the so-called "peripheral" countries, including Italy, and consequently a possible economic slowdown. The consequences of Brexit are uncertain in particular (but without limitation), with respect to the application of the European Union integration process, the consequences of the failure to reach an agreement, the length and nature of the rights and obligations of the United Kingdom during an implementation or transitional period following the formal withdrawal from the European Union and the nature of trade, access by companies within the United Kingdom to other aspects of the European Union single market (including the provision of services throughout the European Union), security, defense and other relationships between the United Kingdom and the European Union following any such implementation or transitional period.

***The guarantee of Mediobanca in favour of Mediobanca International is capped***

Pursuant to the Deed of Guarantee, to the extent under the applicable law in force at the relevant time, a cap to the maximum amount to be guaranteed is required, Mediobanca shall only be liable up to an amount which is the aggregate of 110 per cent. of an amount equal to the sum of the Exercise Price of each Security of any Tranche of the Securities.

***The Issuers' operations are dependent on the correct functioning of our IT systems, which exposes the Issuers to risk***

The Issuers' operations depend on, among other things, the correct and adequate operation of the Issuers' IT systems, as well as their continuous maintenance and constant updating.

The Issuers have always invested significant resources in upgrading their relevant IT systems and improving their defense and monitoring systems. However, possible risks remain with regard to the reliability of the system (disaster recovery), the quality and integrity of the data managed and the threats to which IT systems are subject, as well as physiological risks related to the management of software changes (change management), which could have negative effects on the Issuers' business, results of operations or financial condition.

Among the risks that the Issuers face relating to the management of IT systems are the possible violations of their systems due to unauthorized access to the Issuers' corporate network, or IT resources, the introduction of viruses into computers or any other form of abuse committed via the internet. Like attempted hacking, such violations have become more frequent over the years throughout the world and therefore can threaten the protection of information relating to the Issuers and their customers and can have negative effects on the integrity of the Issuers' IT systems, as well as on the confidence of their customers and on the Issuers reputation, with possible negative effects on the Issuers' business, results of operations or financial condition.

In addition, the Issuers' substantial investment in resources in software development creates the risk that when one or more of the above-mentioned circumstances occurs, the Issuers' may suffer financial losses or impacts on the Issuers' operations if the software is destroyed or seriously damaged, or will incur repair costs for the violated IT systems. The Issuers' may also be subject to regulatory sanctions.

## 2. **Risks relating to the Securities**

### (A) **General**

#### *The Securities may not be a suitable investment for all investors*

Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) proceed with investment only after fully appreciating the risks inherent in the nature of the Securities;
- (ii) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (iii) evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (iv) understand thoroughly the terms of the Securities and be familiar with the behaviour of any relevant indices and financial markets;
- (v) consider all of the risks of an investment in the Securities, including Securities with payments thereunder payable in one or more currencies, or where the currency for payments thereunder is different from the potential investor's currency; and
- (vi) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities;
- (vii) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

In addition, an investment in Index Securities, Share Securities, ETI Securities, Debt Securities, Currency Securities, Inflation Index Securities, Fund Securities, Inflation Index Securities, Futures Securities and Underlying Interest Rate Securities may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including, but not limited to, the risks set out in "Risks related to the structure of a particular issue of Securities" set out below.

Securities are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios.

A potential investor should not invest in Securities which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

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

A wide range of Securities may be issued under the Programme. A number of these Securities may have features which contain particular risks for potential investors. Set out below is a description of the most common risks.

The Securities involve a high degree of risk, which may include (in addition to the risks relating to the Issuers (including the default risk) and Guarantor's ability to fulfil their obligations under the Securities to investors) price risks associated with the Underlying Reference (as defined below), among others, interest rate, foreign exchange, inflation, correlation, time value and political risks. Prospective purchasers of Securities should recognise that their Securities may expire worthless or be settled for no value. Investors should be prepared to sustain a total loss of the subscription or purchase price of their Securities. See "*Certain Factors Affecting the Value and Trading Price of Securities*" below. Prospective investors should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant Securities and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Securities in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Securities and the particular underlying index (or basket of indices), share, GDR or ADR (or basket of shares, GDRs and/or ADRs), interests in exchange traded funds, exchange traded notes, exchange traded commodities or other exchange traded products (each an "**exchange traded instrument**") (or basket of interests in exchange traded instruments), debt futures or debt options contract (or basket of debt futures or debt options contracts), debt instrument (or basket of debt instruments), inflation index (or basket of inflation indices), currency (or basket of currencies), fund share or unit (or basket of fund shares or units), futures contracts (or basket of futures contracts), or other basis of reference to which the value of the relevant Securities may relate, as specified in the applicable Final Terms (such reference being the "**Underlying Reference**").

Potential investors should be aware that:

- (a) the market price of such Securities may be volatile;
- (b) they may receive no remuneration;
- (c) since the Securities are not capital guaranteed, they may lose all or a substantial portion of their investment;
- (d) the Underlying References may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other securities or indices;
- (e) the timing of changes in a Underlying Reference may affect the actual yield to investors, even if the average level is consistent with their expectations;
- (f) if the Securities are Physical Delivery Securities, there is no assurance that the value of the underlying assets relating to the Underlying Reference received may be less than the trading price of the Securities; and
- (g) the Securities are of limited maturity and, unlike direct investments in a share, index, fund, currency, debt instrument, fund, exchange traded instrument, inflation index, future or interest rate, investors are not able to hold Securities beyond the Settlement Date in the expectation of a recovery in the price of the Underlying Reference.

Securities linked to Underlying Reference(s) will represent an investment linked to the economic performance of the relevant Underlying Reference(s) and potential investors should note that the return (if any) on their investment in such Securities will depend upon the performance of such Underlying Reference(s). Securities linked to the difference in performance between two Underlying References (in case of Performance Differential Securities) will represent an investment linked to the difference between the economic performance of the relevant Underlying Reference(s) and potential investors should note that the return (if any) on their investment in such Securities will depend upon the relative performance of such Underlying References. Potential investors should also note that whilst the market value of such Securities is linked to such Underlying Reference(s) and will be influenced (positively or negatively) by such Underlying Reference(s), any change in the market value of such Securities may not be comparable to changes in the market value of the Underlying Reference(s). It is impossible to predict how the market value of the relevant Underlying Reference(s) will vary over time.

The exposure to the Underlying Reference in many cases will be achieved by the relevant Issuer entering into hedging arrangements. Potential investors should be aware that under the terms of Underlying Reference linked Securities they are exposed to the performance of these hedging arrangements and the

events that may affect these hedging arrangements and consequently the occurrence of any of these events may affect the value of the Securities.

The risk of the loss of some or all of the subscription or purchase price of a Security on settlement means that, in order to recover and realise a return upon his or her investment, an investor must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the Underlying Reference which may be specified in the applicable Final Terms. Assuming all other factors are held constant, the lower the value of a Security and the shorter the remaining term to settlement, the greater the risk that Securityholders of such Securities will lose all or part of their investment. With respect to European Style Warrants, the only means through which a Securityholder can realise value from the Securities prior to their Settlement Date is to sell it at their then market price in an available secondary market. See "*Possible Illiquidity of the Securities in the Secondary Market*" below.

Fluctuations in the value of the relevant index or basket of indices will affect the value of Index Securities or Inflation Index Securities. Fluctuations in the price of the relevant share, GDR or ADR or value of the basket of shares, GDRs and/or ADRs will affect the value of Share Securities. Fluctuations in the price of the relevant interest in an exchange traded instrument or value of the basket of interests in exchange traded instruments will affect the value of ETI Securities. Fluctuations in the price or yield of the relevant debt instrument or value of the basket of debt instruments will affect the value of Debt Securities. Also, the character of the particular market on which a debt instrument is traded, the absence of last sale information and the limited availability of quotations for such debt instrument may make it difficult for many investors to obtain timely, accurate data for the price or yield of such debt instrument. Fluctuations in the value of the relevant inflation index or basket of inflation indices will affect the value of Inflation Index Securities. Fluctuations in the rates of exchange between the relevant currencies will affect the value of Currency Securities. Fluctuations in the value of the relevant fund share or unit or fund index or basket of fund shares or units will affect the value of the Fund Securities. Fluctuations in the value of the relevant futures contracts or basket of futures contracts will affect the value of the Futures Securities. In the case of Hybrid Securities the Underlying Reference in respect of which is any combination of such indices, shares, GDRs, ADRs, interests in exchange traded instruments, debt instruments, futures or options contracts, currencies, inflation indices, fund shares, futures contracts, underlying interest rate or any other asset class or type, fluctuations in the value of any one or more of such Underlying References will correspondingly affect the value of Hybrid Securities. Potential investors risk losing their entire investment if the value of the relevant Underlying Reference does not move in the anticipated direction.

The historical performances of an Underlying Reference should not be viewed as an indication of the future performance of such Underlying Reference during the term of any Securities. Accordingly, each potential investor should consult its own financial and legal advisers about the risks entailed by an investment in any Securities and the suitability of such Securities in light of its particular circumstances.

Each Issuer may issue several issues of Securities relating to various Underlying References. However, no assurance can be given that the relevant Issuer will issue any Securities other than the Securities to which a particular Final Terms relates. At any given time, the number of Securities outstanding may be substantial. Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the underlying investment. Securities on shares, interests in exchange traded instruments, debt instruments or fund shares or units or fund indices are priced primarily on the basis of the value of underlying securities whilst Securities on currencies are priced primarily on the basis of present and expected values of the reference currency (or basket of currencies) specified in the applicable Final Terms.

#### *Potential Loss of the Holder's Investment in the Securities*

Each Securityholder may receive a Cash Settlement Amount and/or physical delivery of the Entitlement the aggregate value of which may be less than the value of the Holder's investment in the relevant Securities. In certain circumstances Securityholders may lose the entire value of their investment.

#### *Possible Illiquidity of the Securities in the Secondary Market*

It is very difficult to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, list or ask for admission to trading of Securities on a stock exchange or a trading venue. If the Securities are not listed or admitted to trading on any stock exchange or trading venue, pricing information for the Securities may be more

difficult to obtain and the liquidity of the Securities may be adversely affected. If the Securities are listed or admitted to trading on any stock exchange or trading venue, there can be no assurance that at a later date, the Securities will not be delisted or that trading on such stock exchange or trading venue will not be suspended. In the event of a delisting or suspension of listing or trading on a stock exchange or trading venue, the relevant Issuer will use its reasonable efforts to list or obtain the admission to trading of the Securities on another stock exchange or trading venue. Also, to the extent Securities of a particular issue are settled in part, the number of Securities of such issue outstanding will decrease, resulting in a diminished liquidity for the remaining Securities of such issue. A decrease in the liquidity of an issue of Securities may cause, in turn, an increase in the volatility associated with the price of such issue of Securities.

Each Issuer and any of its Affiliates may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private offer/treaty. Any Securities so purchased may be held or resold or surrendered for cancellation as further described herein. Each Issuer or any of its Affiliates may, but is not obliged to, be a market-maker for an issue of Securities. In those circumstances, the entity acting as market-maker will endeavour to maintain a secondary market throughout the life of the Securities, subject to normal market conditions and will submit bid and offer prices to the market. The spread between bid and offer prices may change during the life of the Securities. However, during certain periods, it may be difficult, impractical or impossible for the entity acting as market-maker to quote bid and offer prices, and during such periods, it may be difficult, impracticable or impossible to buy or sell these Securities. This may, for example, be due to adverse market conditions, volatile prices or large price fluctuations, a large marketplace being closed or restricted or experiencing technical problems such as an IT system failure or network disruption.

Even if the relevant Issuer or such other entity is a market-maker for an issue of Securities, the secondary market for such Securities may be limited.

To the extent that an issue of Securities becomes illiquid, an investor may have to exercise such Securities (in the case of American Style Warrants) or wait until the Exercise Date (in the case of European Style Warrants and Certificates) to realise value.

Investors should note that if an entity is appointed as market-maker or liquidity provider with respect to the Securities in the secondary market, this may, in certain circumstances, affect the price of the Securities in the secondary market.

In addition, all or part of the Securities issued under this Programme may be subscribed upon issuance by the relevant Issuer itself or by its Affiliate(s) for resales thereafter on the basis of investors' demand. Accordingly, investors subscribing for Securities upon their issuance should be aware that there may not be a viable secondary market for the relevant Securities immediately. Even if a market does develop subsequently, it may not be very liquid.

#### *Risk of Leveraged Exposure*

Leverage involves the use of a number of financial techniques to increase the exposure to an Underlying Reference, and can therefore magnify both returns and losses. While the use of leverage allows for potential multiples of a return (assuming a return is achieved) when the Underlying Reference moves in the anticipated direction, it will conversely magnify losses when the Underlying Reference moves against expectations. If the relevant Securities include leverage (such as OET Warrants), potential holders of such Securities should note that these Securities will involve a higher level of risk, and that whenever there are losses such losses may be higher than those of a similar security which is not leveraged. Investors should therefore only invest in leveraged Securities if they fully understand the effects of leverage.

#### *Absence of Rights in respect of the Underlying Reference*

The Securities do not represent a claim against any Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference) and Securityholders will not have any right of recourse under the Securities to any such Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference). The Securities are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in

respect of an Underlying Reference and such entities have no obligation to take into account the consequences of their actions on any Securityholders.

#### *Exposure to modification and disruption events*

In case certain events, indicated in the Terms and Conditions and the relevant Final Terms, occurs with reference to the relevant Underlying Reference(s), the Calculation Agent has broad discretion to make certain determinations to account for such event(s) including to (i) make adjustments to the terms of the Securities and/or (ii) cause cancellation of the Securities, any of which determinations may have an adverse effect on the value of the Securities.

#### *Securities are Unsecured Obligations*

The Securities are unsubordinated and unsecured obligations of the relevant Issuer and will rank *pari passu* with themselves. Each issue of Securities issued by Mediobanca International will be guaranteed by Mediobanca pursuant to the deed of guarantee executed by the Guarantor and dated 11 July 2019 (the "**Deed of Guarantee**"). The obligations of Mediobanca under the Deed of Guarantee are unsubordinated and unsecured obligations of Mediobanca and will rank *pari passu* with all its other present and future unsubordinated and unsecured obligations, subject as may from time to time be mandatory under Italian law and subject to the application of the bail-in legislation applicable to the Guarantor.

#### *Certain Factors Affecting the Value and Trading Price of Securities*

The Cash Settlement Amount (in the case of Cash Settled Securities) or the value of the Entitlement (in the case of Physical Delivery Securities) less the Exercise Price (the "**Physical Settlement Value**") (in the case of Physical Delivery Securities) at any time prior to expiration is typically expected to be less than the trading price of such Securities at that time. The difference between the trading price and the Cash Settlement Amount or the Physical Settlement Value, as the case may be, will reflect, among other things, a "time value" for the Securities. The "time value" of the Securities will depend partly upon the length of the period remaining to expiration and expectations concerning the value or level of the Underlying Reference(s). Securities offer hedging and investment diversification opportunities but also pose some additional risks with regard to interim value. The interim value of the Securities varies with the price level of the Underlying Reference(s), as well as by a number of other interrelated factors, including those specified herein.

Before exercising or selling Securities, Securityholders should carefully consider the factors set out below, which may cause the value and trading price of the Securities to fluctuate, either positively or negatively:

- (a) the trading price of the Securities;
- (b) the value and volatility of the Underlying Reference(s) as specified in the applicable Final Terms. Depending on the applicable payout, movements in the value and/or volatility of the Underlying Reference may cause the value of the Securities to either rise or fall;
- (c) the time remaining until the scheduled Settlement date of the Securities. Depending on the applicable payout, the value of the Securities may fluctuate as the time remaining until the scheduled settlement date decreases;
- (d) in the case of Cash Settled Securities the probable range of Cash Settlement Amounts;
- (e) any change(s) in interim interest rates and dividend yields, if applicable. Depending on the applicable payout, movements in interest rates and/or dividends may cause the value of the Securities to either rise or fall;
- (f) any change(s) in currency exchange rates;
- (g) the depth of the market or liquidity of the Underlying Reference as specified in the applicable Final Terms; and
- (h) any related transaction costs.

Such factors may mean that the trading price of the Securities is below the Cash Settlement Amount or the Physical Settlement Value, as applicable.

*A Security's subscription or purchase price may not reflect its inherent value*

Prospective investors in the Securities should be aware that the subscription or purchase price of a Security does not necessarily reflect its inherent value. Any difference between a Security's subscription or purchase price and its inherent value may be due to a number of different factors including, without limitation, prevailing market conditions and fees, discounts or commissions paid or accorded to the various parties involved in structuring and/or distributing the Security. For further information prospective investors should refer to the party from whom they are subscribing or purchasing the Securities. Prospective investors may also wish to seek an independent valuation of Securities prior to their subscription or purchase.

*Modification*

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

The Terms and Conditions of the Securities also provide that the relevant Issuer and the Guarantor may, without the prior consent of the holders of the Securities correct (i) any manifest error in the Terms and Conditions of the Securities and/or in the Final Terms, (ii) any error of a formal, minor or technical nature in the Terms and Conditions of the Securities and/or in the Final Terms or (iii) any inconsistency in the Terms and Conditions of the Securities and/or in the Final Terms between the Terms and Conditions of the Securities and/or the Final Terms and any other documents prepared in connection with the issue and/or offer of a Series of Securities (provided such correction is not materially prejudicial to the holders of the relevant Series of Securities). Any such correction shall be binding on the holders of the relevant Securities and the relevant Issuer and the Guarantor (if applicable) shall cause such correction to be notified to the holders of the Securities as soon as practicable thereafter pursuant to Security Condition 8 (*Notices*).

*Minimum Trading Amount*

Investors should note that the Securities may have a minimum trading amount. In such cases, if, following the transfer of any Securities, a Securityholder holds fewer Securities than the specified minimum trading amount, such Securityholder will not be permitted to transfer their remaining Securities prior to settlement without first purchasing enough additional Securities in order to hold the minimum trading amount.

*Potential Conflicts of Interest*

The relevant Issuer and/or any of its Affiliates may also engage in trading activities (including hedging activities) related to the asset or other basis of reference underlying any Securities and other instruments or derivative products based on or related to the asset or other basis of reference underlying any Security for their proprietary accounts or for other accounts under their management. The Issuer and/or any of its Affiliates may also issue other derivative instruments in respect of the asset or other basis of reference underlying Securities. The relevant Issuer and/or any of its Affiliates may also act as underwriter in connection with future offerings of shares or other securities related to an issue of Securities or may act as financial adviser to certain companies or companies whose shares are included in a basket of shares or in a commercial banking capacity for such companies. Such activities could present certain conflicts of interest, could influence the prices of such shares or other securities and could adversely affect the value of such Securities.

Under the Terms and Conditions of the Securities, the Calculation Agent may make certain determinations in respect of the Securities (including whether a Market Disruption Event, a Settlement Disruption Event (each, as defined in the Terms and Conditions) has occurred) which could affect the amount payable by the relevant Issuer on the Securities. In exercising its right to make such determinations, the Calculation Agent is obligated to carry out its duties and functions as Calculation Agent acting in good faith and in a commercially reasonable manner however, subject to always acting

only within the parameters allowed by the terms and conditions of the Securities, it has no responsibility to take investors' interests into account. Where the relevant Issuer acts as Calculation Agent, potential conflicts of interest may exist between the Calculation Agent and the Securityholders, including with respect to those determinations that the Calculation Agent may make pursuant to the Securities that may influence the Cash Settlement Amount payable, or the Entitlement deliverable (as the case may be), on the Settlement Date.

Investors should note that Securities issued under the Programme may be underwritten by Dealers (including Mediobanca) which receive in consideration underwriting commissions and selling concessions. The relevant Issuer may also offer and sell Securities directly to investors without the involvement of any Dealer. In addition, Mediobanca may act as market maker or specialist or perform other similar roles in connection with the Securities: potential conflicts of interest may exist between Mediobanca acting in such capacity on the one hand, and investors in the Securities on the other.

Investors should note too that Mediobanca itself is acting in a number of capacities in connection with the issuance of the Securities. In particular Mediobanca will act as, *inter alia*, the relevant Issuer, the Guarantor in respect of Mediobanca International's obligations, the Dealer, the Calculation Agent, the Arranger and Italian Paying Agent.

Even if its respective rights and obligations in relation to the issuance of the Securities are not conflicting and are independent from one another, in performing any such obligations in these different capacities, Mediobanca may be in a situation of conflict of interests. Mediobanca will only have the duties and responsibilities expressly agreed to by such entity in the relevant capacity and will not, by virtue of its or any of its affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a duty of care other than as expressly provided in respect of each such capacity.

Any further conflict of interest, including conflicts between the relevant Issuer and any Dealers or distributors will be indicated in the relevant Final Terms.

In respect of ETI Securities and Fund Securities:

- (a) the relevant Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests, including among other things, extending loans to, or making investments in, or providing advisory services to them, including merger and acquisition advisory services, engaging in activities that may include prime brokerage business, financing transactions or entry into derivative transactions;
- (b) the ETI or Fund (each as defined below), as applicable, may pay a portion of its fees to the relevant Issuer or any of its Affiliates for the provision of such services;
- (c) in the course of this business, the relevant Issuer, the Guarantor (if any), the Calculation Agent and any of their respective Affiliates may acquire non-public information about an ETI or a Fund, as applicable, or any companies, funds or reference assets in which an ETI or a Fund invests and the relevant Issuer, the Guarantor (if any), the Calculation Agent or any of their respective Affiliates may publish research reports about them. This research may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding ETI Securities or Fund Securities, as applicable. Such activities could present certain conflicts of interest, could influence the prices of such shares, Fund Shares, ETI Interests or other securities and could adversely affect the value of such Securities;

#### *Certain Considerations Regarding Subscribing or Purchasing Securities as Hedges*

Prospective investors intending to subscribe or purchase Securities to hedge against the market risk associated with investing in the Underlying Reference which may be specified in the applicable Final Terms should recognise the complexities of utilising Securities in this manner. For example, the value of the Securities may not exactly correlate with the value of the Underlying Reference which may be specified in the applicable Final Terms. Due to fluctuating supply and demand for the Securities, there is no assurance that their value will correlate with movements of the Underlying Reference which may be specified in the applicable Final Terms. For these reasons, among others, it may not be possible to

purchase or liquidate securities in a portfolio at the prices used to calculate the value of any relevant Underlying Reference.

The Issuer and/or any of its respective Affiliates or agents may from time to time hedge the relevant Issuer's obligations under Securities (and under other instruments and OTC contracts issued by or entered into from time to time by the relevant Issuer and/or any of its respective Affiliates or agents relating to such securities) by taking positions, directly or indirectly, in the relevant Underlying Reference. Although the relevant Issuer has no reason to believe that such hedging activities will have a material impact on the price of any relevant Underlying Reference, there can be no assurance that such hedging activities will not adversely affect the value of the Securities.

#### *Bull and Bear Securities*

Bull Warrants and Bear Warrants (together, the "**Bull and Bear Securities**" or "**Single Final Payout - Leverage Factor Securities**") are designed for very short-term trading or intraday trading and are not intended for buy-to-hold investing. The percentage change in value of the Securities over one day will be the Leverage Factor which is a constant factor for each Security multiplied by the daily performance of the relevant Underlying Reference measured as the percentage change of the reference price from one day to the next day adjusted by the applicable Financing Component (which includes a Fee, an Interest Margin and Hedging Costs and may be positive or negative depending on, amongst other things, prevailing interest rates). Bull Warrants aim to produce a performance equal to the Leverage Factor (as specified in the applicable Final Terms) multiplied by the performance of the relevant Underlying Reference whereas Bear Warrants aim to produce a performance equal to the Leverage Factor times the inverse performance of the relevant Underlying Reference. However, because the performance of the Securities over any period longer than one day will be derived from the compounded daily performance of the relevant Underlying Reference during that period, such Security's performance may differ significantly to the overall performance of the Underlying Reference over that same period. Accordingly, compared to a security that measures change in value of the Underlying Reference between two dates, Bull and Bear Securities may have significantly different outcomes depending on the number and direction of changes in the daily value of the Underlying Reference over such period and the order in which such changes occur. Bull and Bear Securities are therefore described as "path-dependent" financial instruments. The potential for divergence between the Performance of the Bull and Bear Securities and the performance of the Underlying Reference over the same period of time will increase as such period becomes longer and will be most marked in periods when the value of the Underlying Reference is volatile. Consequently, Bull or Bear Securities are only suitable for intra-day trading or very short investment periods.

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

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

*There are no events of default under the Securities*

The Terms and Conditions of the Securities do not include events of default allowing for the acceleration of the Securities if certain events occur. Accordingly, if the Issuer or the Guarantor (if applicable) fail to meet any obligations under the Securities, Securityholders will not be able to accelerate the payment of amounts under the Securities. Upon a payment default, the sole remedy available to holders of such Securities for recovery of amounts owing in respect of any payment on such Securities will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer or the Guarantor (if applicable) will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

### *Limited Exposure to Underlying Reference*

The Securities may provide for the application to the relevant Underlying Reference of a component weight, in order to increase or decrease the percentage of each Underlying Reference used to determine the amounts payable or deliverable to investors. The component weight may be lower than 100 per cent.

In such case, the amounts payable or deliverable to investors will be reduced and, therefore, will contribute to the yield of the Securities only to such reduced extent. The performance of the relevant Underlying Reference(s) will, therefore, impact the yield of the Securities only to a limited extent.

If the applicable Final Terms provide that the exposure of the relevant Securities to one or more Underlying References is limited or capped at a certain level or amount, the relevant Securities will not benefit from any upside in the value of any such Underlying References beyond such limit or cap.

### *Expenses and Taxation*

A holder of Securities must pay all Expenses relating to such Securities. As used in the Conditions, Expenses means all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, sale commissions, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement of such Securities and/or the delivery or transfer of the Entitlement (as applicable) pursuant to the terms of such Securities as more fully set out in Condition 9 (*Expenses and Taxation*) of the Terms and Conditions of the Securities.

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Security by any person and all payments made by the relevant Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

### *Other taxation considerations*

It is not possible to predict whether the taxation regime applicable to Securities on the date of purchase or subscription will be amended during the term of the Securities. If such amendments are made, the taxation regime applicable to the Securities may differ substantially from the taxation regime in existence on the date of purchase or subscription of the Securities.

### *Change of Law*

The Terms and Conditions are based on English law or Italian law, as the case may be, in effect as at the date of this Base Prospectus, except for the status provisions applicable to the Securities and the contractual recognition of bail-in powers provisions, and any non contractual obligations arising out of or in connection with such provisions, which shall be governed by, and construed in accordance with, Italian law (if the Securities are issued by Mediobanca) or Luxembourg law (if the Securities are issued by Mediobanca International), as applicable. No assurance can be given as to the impact of any possible judicial decision or change to an administrative practice or change to English law or Italian and/or Luxembourg law, as applicable, after the date of this Base Prospectus and any such change could materially adversely impact the value of any Securities affected by it.

### *Procedures of clearing systems*

Unless otherwise provided in the Final Terms, Securities issued under the Programme may be represented by one or more Global Securities and such Global Securities will be deposited with a common depository for Euroclear and/or Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Security, investors will not be entitled to receive definitive Securities. Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system provided in the Final Terms will maintain records of the beneficial interests in the Global Securities. While the Securities are represented by one or more Global Securities, investors will be able to trade their beneficial interests only through Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. While the Securities are represented by one or more Global Securities the relevant Issuer will discharge its payment obligations under the Securities by making payments to the common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system for distribution to their

account holders. A holder of a beneficial interest in a Global Security must rely on the procedures of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system to receive payments under the relevant Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Securities. Holders of beneficial interests in the Global Securities will not have a direct right to vote in respect of the relevant Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system to appoint appropriate proxies.

Italian Dematerialised Securities issued under the Programme will be in dematerialised form and evidenced at any time through book entries pursuant to the relevant provisions of Italian legislative Decree No. 58/1998, as amended and integrated by subsequent implementing provisions, and in accordance with CONSOB and Bank of Italy Joint Regulation dated 22 February 2008, as amended and integrated by subsequent implementing provisions. In no circumstance would physical documents of title be issued in respect of the Italian Dematerialised Securities. While the Italian Dematerialised Securities are represented by book entries, investors will be able to trade their beneficial interests only through Monte Titoli S.p.A. ("**Monte Titoli**") and the authorised financial intermediaries holding accounts on behalf of their customers with Monte Titoli. As the Italian Dematerialised Securities are held in dematerialised form with Monte Titoli, investors will have to rely on the procedures of Monte Titoli and the financial intermediaries authorised to hold accounts therewith, for transfer, payment and communication with the relevant Issuer or Guarantor (if any).

#### *Termination of Securities in the Event of Illegality or Impracticability*

If the relevant Issuer determines that the performance of its obligations under the Securities or that any arrangements made to hedge the relevant Issuer's obligations under the Securities have become (i) illegal in whole or in part for any reason, or (ii) by reason of a *force majeure* event (such as an act of God, fire, flood, severe weather conditions, or a labour dispute or shortage) or an act of state occurring after the Trade Date (as specified in the applicable Final Terms), impossible or impracticable the relevant Issuer may settle the Securities.

If the relevant Issuer settles the Securities pursuant to an illegality then the relevant Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by such holder, which amount shall be equal to the fair market value of a Security, notwithstanding such illegality less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), plus, if already paid by or on behalf of a Securityholder, the Exercise Price, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

If the relevant Issuer settles the Securities by reason of a *force majeure* event or an act of state, then the relevant Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security, or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by such holder, which amount shall be equal to the fair market value of a Security, taking into account the applicable *force majeure* event or act of state, as the case may be, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), plus, if already paid by or on behalf of a Securityholder, the Exercise Price, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

In the cases described above, the amount paid by Issuer to the Securityholders may be less than the subscription or purchase price of the Securities and may in certain circumstances be zero.

#### *Post-issuance Information*

Save as set out in the applicable Final Terms, the relevant Issuer will not provide post-issuance information in relation to the Underlying Reference. In such an event, investors will not be entitled to obtain such information from the relevant Issuer.

*Impossibility to know the amount of the Securities in circulation on the date of issue*

The Securities may be issued and withheld by the relevant Issuer for the progressive sale on the market in accordance with investors' demand. In this context an investor who acquires the Securities does not know in the moment of subscription or purchase how much of the issued Securities effectively are publicly traded with the consequence that the amount in circulation could be meagre and may not guarantee successively adequate liquidity in the Securities.

*Issue of subsequent tranche*

In the event the relevant Issuer decides to issue further Securities having the same terms and conditions as already existing Securities (or in all respects except for the issue price per Security indicated in the applicable Final Terms (the "**Issue Price**"), the Issue Date) and so that the further Securities shall be consolidated and form a single series with the original Securities, the greater amount of Securities in circulation could lead to greater liquidity in the secondary market with a consequent negative impact on the price of the relevant Securities.

*Physical Delivery Requirements and Settlement Risk*

In order to receive the Entitlement in respect of a Physical Delivery Security, the holder of such Security (acting through the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) must (1) deliver, or send by authenticated swift message (confirmed in writing), to the relevant Clearing System, with a copy to the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) and the relevant Issuer, a duly completed Exercise Notice on or prior to the relevant time on the Exercise Date or Expiration Date (in the case of a Physical Delivery Security) and (2) pay the relevant Expenses, together with any other amounts payable. In case of failure to do so, will result (i) in the case of a Warrant where Non-Automatic Exercise is specified in the applicable Final Terms, the relevant Warrant's becoming void and (ii) in case of a Warrant where Non-Automatic Exercise is not specified in the applicable Final Terms, the Issuer shall have no obligation to make delivery of the Entitlement in respect of such Security unless and until a duly completed Exercise Notice is delivered as provided in the terms and conditions. If the duly completed Exercise Notice is delivered after 10.00 a.m. (Local Time) on the Exercise Date, delivery of such Entitlement shall be made as soon as possible thereafter but not earlier than the Settlement Date. For the avoidance of doubt, the relevant holder of a Security shall not be entitled to any additional or further payment by reason of the delivery of the Entitlement in respect of such Security occurring after the Settlement Date as a result of such Exercise Notice being delivered after 10.00 a.m. (Local Time) on the Exercise Date.

In connection with the exercise of Physical Delivery Securities, unless otherwise indicated in the applicable Final Terms, the Calculation Agent may determine that a Settlement Disruption Event or, if applicable, a Failure to Deliver due to Illiquidity is subsisting. Any such determination may affect the value of the Securities and/or may delay settlement and/or lead to cash settlement rather than physical settlement in respect of the Securities.

In relation to Physical Delivery Securities, under the Guarantee, the Guarantor has the right at all times to elect not to deliver or procure delivery of the Entitlement to the holders of Physical Delivery Securities, but *in lieu* thereof to pay an amount in cash equal to the Guaranteed Cash Settlement Amount specified in the applicable Final Terms or determined by the Calculation Agent in accordance with the Terms and Conditions. Such cash payment will constitute a complete discharge of the Guarantor's obligations in relation to such Physical Delivery Securities.

*The Barrier Level, Bonus Level and/or Cap Level may not be known until after the Issue Date*

In certain circumstances in respect of SFP Payouts, the Barrier Level, Bonus Level and/or Cap Level may not be known at the issue date of the Securities. In these circumstances, the Final Terms will specify that the Barrier Level, Bonus Level and/or Cap Level, as applicable, will be the product of a specified percentage and the Closing Level, Closing Price, Italian Securities Reference Price, Relevant Price or Settlement Price, as applicable, of the Underlying Reference on the Strike Date (rounded upwards or downwards as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner). Following the Strike Date, the Issuer will give notice of the actual Barrier Level, Bonus Level and/or Cap Level, as applicable, applicable to the Securities. Prospective investors should review the

Final Terms together with the information contained in the notice in order to ascertain the Barrier Level, Bonus Level and/or Cap Level which will apply to the Securities.

*Risks Relating to Automatic Early Expiration of the Securities*

In the case of Securities that include an Automatic Early Expiration feature, the longer the time remaining until the scheduled settlement date of the Securities, the higher the probability that an Automatic Early Expiration Event will occur.

In the event that the relevant level, value or price of the Underlying Reference approaches the level that triggers the Automatic Early Expiration Event, the Securityholder may not be able to sell the Securities in the secondary market before the occurrence of the Automatic Early Expiration Event (see also "*Possible Illiquidity of the Securities in the Secondary Market*" above). If the Underlying Reference is listed on a different exchange to that on which the Securities are listed, the Automatic Early Expiration Event may occur outside the normal trading hours of the exchange on which the Securities are listed. In this case, the Securityholder may not have an opportunity to sell the Securities in the secondary market before the Automatic Early Expiration Event occurs.

*Risk of Loss Following Automatic Early Expiration of the Securities*

In the case of Securities that include an Automatic Early Expiration feature, if the relevant level, value or price of the Underlying Reference(s) reaches the level that triggers the Automatic Early Expiration Event, the product will automatically settled before the scheduled settlement date. Depending on the applicable payout, the Securityholder may lose some or all of their investment in the Securities.

*Gap Risk*

Securityholders will be exposed to the gap risk associated with the relevant level, value or price of the Underlying Reference(s), whereby the relevant level, value or price of one or more Underlying Reference may change suddenly and significantly during the trading day or at the opening of the market. Such change may be positive or negative.

The price of the Securities may include a premium, which includes the cost to the Issuer or its Affiliates of unwinding its hedging positions in relation to the Securities on early settlement of the Securities. The calculation of the premium charged to Securityholders is based on the gap risk associated with the relevant level, value or price of the Underlying Reference(s). The Securityholder will not receive a refund of this premium if an Automatic Early Settlement Event occurs.

*Administrator/Benchmark Event*

If specified as an Optional Additional Disruption Event in the applicable Final Terms, the occurrence of an Administrator/Benchmark Event may lead to early settlement or adjustment of the Securities, which may include selecting one or more successor benchmarks and making related adjustments to the Securities, including, if applicable to reflect increased costs. An Administrator/Benchmark Event may arise if any of the following circumstances occurs or will occur: (1) a benchmark is materially changed or permanently cancelled, or (2) (i) the relevant authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the benchmark or the administrator or sponsor of the benchmark is not obtained, (ii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iii) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn.

*Future discontinuance of LIBOR may adversely affect the value of the Securities*

On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

Investors should be aware that, if LIBOR were discontinued or otherwise unavailable, the amount payable in respect of Securities linked to an Underlying Interest Rate will be determined for the relevant period by the fall-back provisions applicable to the Securities. Depending on the manner in which the LIBOR rate is to be determined under the Terms and Conditions, this may in certain circumstances (i) be reliant upon the provision by reference banks of offered quotations for the LIBOR rate which, depending on market circumstances, may not be available at the relevant time or (ii) result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, the Securities.

*If LIBOR, EURIBOR or any other benchmark is discontinued, Underlying Interest Rate may be changed in ways that may be adverse to Holders of such Securities*

In respect of Securities linked to an Underlying Interest Rate, if the Issuer or the Calculation Agent determines at any time that the relevant reference rate has been discontinued, the Calculation Agent will use, as a substitute for the relevant reference rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution in the jurisdiction of the currency of the relevant rate that is consistent with industry accepted standards. If the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will appoint a determination agent (which may be the Issuer, the Guarantor (if applicable) or an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent) who will determine a replacement reference rate, as well as any required changes to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the replacement rate including any adjustment required to make such replacement reference rate comparable to the relevant reference rate. Such replacement reference rate will (in the absence of manifest error) be final and binding, and will apply to the relevant Securities.

The replacement rate may perform differently from the discontinued reference rate. For example, there are currently proposals to replace LIBOR (which generally has a term of one, three or six months) with an overnight rate. Similarly, proposals have been made to use a rate on highly rated government obligations to replace LIBOR, which is currently based on interbank lending rates and carries an implicit element of credit risk in the banking sector. These and other changes could significantly affect the performance of an alternative rate compared to the historical and expected performance of LIBOR. There can be no assurance that any adjustment applied to any Securities will adequately compensate for this impact. This could in turn impact the rate of interest on and trading value of the affected Securities.

If the Calculation Agent or the determination agent is unable to determine an appropriate replacement reference rate, then the relevant rate of interest for the affected Securities will not be changed. The terms of the Securities provide that, if it is not possible to determine a value for a given reference rate, the relevant reference rate on such Securities will be the last available rate plus or minus, as indicated in the applicable Final Terms, the margin, if any, effectively converting such Securities into fixed rate obligations. The conditions also provide for other fallbacks, such as consulting reference banks for rate quotations, which may not be possible if the reference banks decline to provide such quotations for a sustained period of time (or at all).

It is possible that, if a reference rate is discontinued, a clear successor rate will not be established in the market for some time. Accordingly, the terms of the Securities provide as an ultimate fallback that, following the designation of a replacement rate, if the Calculation Agent or the determination agent appointed by the Calculation Agent considers that such replacement reference rate is no longer substantially comparable to the original reference rate or does not constitute an industry accepted successor rate, the Calculation Agent will appoint or re-appoint a determination agent (which may or may not be the same entity as the original determination agent) for the purposes of confirming the replacement reference rate or determining a substitute replacement reference rate (despite the continued existence of the initial replacement reference rate). Any such substitute replacement reference rate, once designated pursuant to the Conditions, will apply to the affected Securities. This could impact the trading value of the affected Securities. In addition, any Holders of such Securities that enter into hedging instruments based on the original replacement reference rate may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the new replacement reference rate.

### *Time Lag after Exercise*

In the case of any exercise of Warrants, there will be a time lag between the time a Warrantholder gives instructions to exercise, or the time the Warrant is automatically exercised, and the time the applicable Cash Settlement Amount (in the case of Cash Settled Warrants) relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Cash Settlement Amount will be specified in the Terms and Conditions of the Securities. However, such delay could be significantly longer, particularly in the case of a delay in exercise of Warrants arising from any daily maximum exercise limitation (in the case of American Style Warrants), the occurrence of a market disruption event or failure to open of an exchange or related exchange (if applicable) or following the imposition of any exchange controls or other similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies) in the case of Currency Securities. The applicable Cash Settlement Amount may change significantly during any such period, and such movement or movements could decrease the Cash Settlement Amount of the Warrants being exercised and may result in such Cash Settlement Amount being zero.

### *Minimum Exercise Number*

If so indicated in the applicable Final Terms, a Warrantholder must tender or hold a specified number of Warrants at any one time in order to exercise. Thus, Warrantholders with fewer than the specified minimum number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment. Furthermore, holders of such Warrants incur the risk that there may be differences between the trading price of such Warrants and the Cash Settlement Amount (in the case of Cash Settled Warrants) or the Physical Settlement Value (in the case of Physical Delivery Warrants) of such Warrants.

### *Limitations on Exercise*

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

### *Exercise Risk*

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer, the Guarantor, if any, or any of their Affiliates, the Paying Agents and the Calculation Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the relevant Issuer, the Guarantor, if any, or any of their Affiliates, the Paying Agents and the Calculation Agent shall, to the extent permitted by applicable law, under any circumstances, be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.

(B) **Certain considerations associated with specific types of Securities**

*Certain Risks Associated with SFP Securities*

(i) Risks associated with Yield Enhancement Securities

Yield Enhancement Securities include: (i) Single Final Payout - Parity and Exchange Securities, (ii) Single Final Payout - Capped Speed Securities, (iii) Single Final Payout - Capped Bonus Parity Exchange, (iv) Single Final Payout - Continuous Capped Bonus Securities, (v) Single Final Payout - Standard Express Securities and (vi) Single Final Payout – Continuous Reverse Level Parity Exchange Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether a cap, knock-out and/or automatic early settlement features apply.

(i) Risks associated with Participation Securities

Participation Securities include: (i) Single Final Payout - Forex DivReinvested Fees Securities, (ii) Single Final Payout - Continuous Bonus Floored Exchange Parity Securities, (iii) Single Final Payout - Continuous Capped Reverse Level Parity Exchange Securities, (iv) Single Final Payout - Continuous Bonus Barrier Securities and (v) Single Final Payout - Capped Continuous Bonus Barrier Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in, knock-out and/or automatic early settlement features apply.

(ii) Risks associated with Leverage Securities

Leverage Securities include: (i) Single Final Payout - Lower Collared Knock-Out Securities, (ii) Single Final Payout - Upper Collared Knock-Out Securities, (iii) Single Final Payout - Continuous Lower Knock-Out Securities, (iv) Single Final Payout - Continuous Upper Knock-Out Securities, (v) Single Final Payout – Standard Call and Put Securities, (vi) Single Final Payout - Knock-In Call and Put Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in, knock-out and/or automatic early settlement features apply. Additionally, the return may depend on other market factors such as interest rates, the implied volatility of the Underlying Reference(s) and the time remaining until settlement. The effect of leverage on the Securities may be either positive or negative.

(iii) Risks associated with Constant Leverage Securities

Constant Leverage Securities include the Single Final Payout - Leverage Factor Securities as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the daily performance of the Underlying Reference(s) and the operation of an automatic early settlement feature. Constant Leverage Securities are generally suited to short term investments intraday or over a few days. Investments held for a longer period of time may be affected by volatile market conditions which may have a negative impact on the performance of the Underlying Reference(s).

*Certain Risks Associated with MFP Securities*

(i) Risks associated with Multiple Final Payout – Constant Percentage Securities

Multiple Final Payout – Constant Percentage Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors receive a fixed return on the Securities. This payout may be used in conjunction with at least one other payout to provide investors with partial or total capital protection.

(ii) Risks associated with Multiple Final Payout – Normal Performance Securities

Multiple Final Payout – Normal Performance Securities include: (i) Multiple Final Payout – Normal Performance Securities, (ii) Multiple Final Payout – 1 -Way Cap Securities, (iii) Multiple Final Payout – 1 -Way Floor Securities and (iv) Multiple Final Payout – 2-Way Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether participation factor, gearing, cap and/or floor and/or automatic early settlement features apply.

(iii) Risks associated with Multiple Final Payout – Performance Differential Securities

Multiple Final Payout – Performance Differential Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on differential in performance between two Underlying References and whether participation factor and/or automatic early settlement features apply.

(iv) Risks associated with Multiple Final Payout - Reverse Convertible Securities

Multiple Final Payout - Reverse Convertible Securities include: (i) Multiple Final Payout – KI – Reverse Convertible Securities, (ii) Multiple Final Payout – KI – Extended Reverse Convertible Securities, (iii) Multiple Final Payout – KO – Extended Reverse Convertible Securities, (iv) Multiple Final Payout – KO –Reverse Convertible Securities, (v) Multiple Final Payout – Vanilla KI Reverse Convertible Securities, (vi) Multiple Final Payout – Vanilla KO Reverse Convertible Securities, and (vii) Multiple Final Payout – KIKO Reverse Convertible Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether a knock-in and/or knock-out event occurs and whether automatic early settlement features apply.

(v) Risks associated with Multiple Final Payout - Vanilla Securities

Multiple Final Payout - Vanilla Securities include: (i) Multiple Final Payout – Plain Vanilla Call Securities, (ii) Multiple Final Payout – Plain Vanilla Call Spread Securities, (iii) Multiple Final Payout – Plain Vanilla Put Securities, (iv) Multiple Final Payout – Plain Vanilla Put Spread Securities, (v) Multiple Final Payout – Plain Vanilla KI Digital Securities, (vi) Multiple Final Payout – Plain Vanilla KO Digital Securities, (vii) Multiple Final Payout – Geared Knock-in Vanilla Call Securities and (viii) Multiple Final Payout – Geared Knock-out Vanilla Call Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return depends on the performance of the Underlying Reference(s) and whether knock-in or knock-out features apply and whether automatic early settlement features apply.

(vi) Risks associated with Multiple Final Payout - Asian Securities

Multiple Final Payout - Asian Securities include: (i) Multiple Final Payout – Standard Asian Securities, (ii) Multiple Final Payout – Standard Collared Asian Spread Securities (iii) Multiple Final Payout Standard Himalaya Securities, and (iv) Multiple Final Payout – Dispersion Securities as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s), which is determined using an averaging method. The return will also depend on whether specific features, such as a cap or lock-in and/or automatic early settlement, apply.

(vii) Risks associated with Multiple Final Payout - Step Securities

Multiple Final Payout - Step Securities include: (i) Multiple Final Payout - 3-Step Knock-in Securities, (ii) Multiple Final Payout - 3-Step Plus Knock-in Securities (iii) Multiple Final Payout - 3-Step Knock-out Securities, (iv) Multiple Final Payout - 3-Step Plus Knock-out Securities (v) Multiple Final Payout – 4-Step Securities, (vi) Multiple Final Payout - Standard 3-Step Knock-in Securities, (vii) Multiple Final Payout - Standard 3-Step Knock-out Securities, (viii) Multiple Final Payout - Standard 2 -Step Barrier Down Securities (ix) Multiple Final Payout - Standard 2 -Step Barrier Up Securities, (x) Multiple Final Payout - 2 -Step Knock-in Securities and (xi) Multiple Final Payout - 2 -Step Knock-out Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in or knock-out and/or automatic early settlement features apply.

(viii) Risks associated with Multiple Final Payout - Performance Securities

Multiple Final Payout - Performance Securities include: (i) Multiple Final Payout - Geared Call Performance Securities, (ii) Multiple Final Payout - Multi Performance Securities, (iii) Multiple Final Payout – (Capped) Multi Knock-Out Bonus Performance Securities, (iv) Multiple Final Payout – (Capped) Multi Knock-In Bonus Performance Securities, (v) Multiple Final Payout – 2 - Step KI Multi Bonus Securities, (vi) Multiple Final Payout – 3- Step Multi Bonus Securities, (vii) Multiple Final Payout – 3- Step Flexi Bonus Securities, (viii) Multiple Final Payout – (Capped) Knock-Out Bonus Performance Securities, (ix) Multiple Final Payout – (Capped) Knock – In Bonus Performance Securities, (x) Multiple Final Payout – Leveraged Performance Securities (xi) Multiple Final Payout – Twin -Win Securities, (xii) Multiple Final Payout – Knock-In Outperformance Securities, (xiii) Multiple Final Payout – Flexi Performance Securities, (xiv) Multiple Final Payout – Hyper-Flexi Performance Securities, (xv) Multiple Final Payout – Flexi Knock-In Performance Securities, (xvi) Multiple Final Payout – Flexi Knock-Out Performance Securities, (xvii) Multiple Final Payout – Hyper-Flexi Knock-In Performance Securities, (xviii) Multiple Final Payout – Hyper-Flexi Knock-Out Performance Securities, (ixx) Multiple Final Payout – Hyper-Flexi Multi Knock-In Performance Securities and (xx) Multiple Final Payout – Hyper-Flexi Multi Knock-out Performance Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in, knock-out and/or automatic early settlement features apply. Depending on the applicable formula, if an automatic early settlement event occurs investors may be exposed to a partial loss of their investment.

(ix) Risks associated with Multiple Final Payout – Capped and Floored Ratchet Securities

Multiple Final Payout - Performance Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the sum of returns determined on a given formula (which can be capped and/or floored).

(x) Risks associated with Multiple Final Payout – Weighted Mixed Payouts Securities

Multiple Final Payout – Weighted Mixed Payouts Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the weighted sum of returns determined using different payout formulas.

(xi) Risks associated with Multiple Final Payout – Knock-In Mixed Payouts Securities

Multiple Final Payout – Knock-In Mixed Payouts Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s). The return calculation can be based on various payouts and various mechanisms (including a knock-in feature).

(xii) Risks associated with Multiple Final Payout – Knock-out Mixed Payouts Securities

Multiple Final Payout – Knock-out Mixed Payouts Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s). The return calculation can be based on various payouts and various mechanisms (including a knock-out feature).

(xiii) Risks associated with Multiple Final Payout – Max Mixed Payouts Securities

Multiple Final Payout – Max Mixed Payouts Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and is calculated based on the maximum return determined using different payout formulas.

(xiv) Risks associated with Multiple Final Payout – Leveraged Securities

Multiple Final Payout – Leveraged Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities is calculated by reference to a leverage on the positive or negative performance of the Underlying Reference(s).

*Risks Associated with Single FI Securities*

(i) Risks associated with Single FI FX Vanilla Securities

Single FI FX Vanilla Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities depends on the performance of the Underlying Reference(s) and whether knock-in or knock-out features apply.

(ii) Risks associated with Single FI Digital Securities

Single FI Digital Securities include: (i) Single FI Digital Floor Securities, (ii) Single FI Digital Cap Securities, (iii) Single FI Digital Plus Securities and (iv) Continuous FX Wedding Cake Securities, as described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Investors may be exposed to a partial or total loss of their investment. The return on the Securities is fixed or variable and will be dependent upon the performance of the Underlying Reference(s). The return is calculated by reference to various mechanisms (including floor or cap conditions and knock-in and/or knock-out features).

(iii) Risks associated with Single FI Inflation Securities

Single FI Inflation Securities are described in Annex 1 (*Additional Terms and Conditions relating to Formulas*).

Single FI Inflation Securities are capital protected. The return on the Securities depends on the performance of the Underlying Reference(s).

(C) **Product Specific Risk Factors**

*Certain considerations associated with Index Securities*

*General*

An investment in Index Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Index Securities, Securityholders will receive an amount (if any) determined by reference to the value of the underlying index/indices. Such underlying index may be a well known and widely published index or an index which may not be widely published or available.

Factors affecting the performance of Indices may adversely affect the value of the Securities. Indices are comprised of a synthetic portfolio of shares, bonds, currency exchange rates, commodities, property or other assets, and as such, the performance of an Index is dependent upon the performance of components of such index, which may include interest rates, currency developments, political factors, market factors such as the general trends in capital markets or broad based indices and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. If an Index does not perform as expected, this will materially and adversely affect the value of Index Securities.

For the avoidance of doubt, the relevant Issuer and/or its Affiliates may not be able to trade on and hedge its obligations in respect of the index under the Securities notwithstanding the calculation or publication of the level of such index. In the event that any relevant date for valuation is a Disrupted Day for such index, that valuation date shall be the first succeeding day that is not a Disrupted Day and on which the Issuer or relevant affiliate is able to trade on and hedge its obligations in respect of such index, subject to a specified maximum days of disruption, as more fully set out in the Conditions. Where this occurs on (i) the Strike Date for valuation, the Calculation Agent will not be able to determine the initial or strike level for the index or (ii) the final date for valuation, the Calculation Agent will not determine the final level for the index until such time as the disruption is no longer subsisting, or the specified maximum days of disruption has elapsed, whichever is sooner. Investors should be aware that any delay to the determination of the final level of the index may result in a delay in the payment of the Cash Settlement Amount.

*Returns on the Securities do not reflect a direct investment in underlying shares or other assets comprising the Index*

The return payable on Securities that reference indices may not reflect the return a potential investor would realise if it actually owned the relevant assets comprising the components of the Index or owned a different form of interest in the relevant Index. For example, if the components of the Indices are shares, holders of Securities will not receive any dividends paid or distributions made on those shares and will not participate in the return on those dividends or distributions unless the relevant Index takes such dividends into account for purposes of calculating the relevant level. Similarly, holders of Securities will not have any voting rights in the underlying shares or any other assets which may comprise the components of the relevant Index. Accordingly, holders of Securities that reference Indices as Underlying Reference may receive a lower payment upon settlement of such Securities than such holder of Securities would have received if it had invested in the components of the Index directly or other comparable instruments linked to the Index.

*A change in the composition or discontinuance of an Index could adversely affect the market value of the Securities*

The sponsor of any Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of

components of any Index may affect the level of such Index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may affect the payments made by the relevant Issuer to the holders of the Index Securities. The sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Index Securities and will have no obligation to any holder of such Securities. Accordingly, the sponsor of an Index may take any actions in respect of such Index without regard to the interests of the holder of the Securities, and any of these actions could adversely affect the market value of the Index Securities.

### *Certain considerations associated with Share Securities*

#### *General*

An investment in Share Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Share Securities, Securityholders will receive an amount (if any) determined by reference to the value of the share(s), GDRs and/or ADRs and/or the physical delivery of a given number of share(s), GDRs and/or ADRs. Accordingly, an investment in Share Securities may bear similar market risks to a direct equity investment and investors should take advice accordingly.

In the case of Share Securities, no issuer of the underlying shares will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Securities, and none of the Issuer, the Guarantor (if applicable) or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of shares contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the share, GDRs and/or ADRs will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the share, GDRs and/or ADRs and therefore the trading price of the Securities.

Except as provided in the Conditions, Securityholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such Securities relate.

The performance of Shares is dependent upon macroeconomic factors, such as interest and price levels on the capital markets, currency developments, political factors and company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. These factors are not within the relevant Issuer's control and may result in a decline in the value of the Securities.

#### *Lack of rights in respect of Shares*

Share Securities do not represent a claim against or an investment in any issuer of the relevant share(s) and investors will not have any right of recourse under the Share Securities to any such company or the shares. Share Securities are not in any way sponsored, endorsed or promoted by any issuer of the relevant share(s) and such companies have no obligation to take into account the consequences of their actions for any holders. Accordingly, the issuer of a share may take any actions in respect of such share without regard to the interests of the investors in the Share Securities, and any of these actions could adversely affect the market value of the Share Securities.

#### *Physical delivery of Shares*

Where the Securities linked to Shares include the are Physical Delivery, the Issuer will settle such Share Securities at their maturity by delivering Shares to the investor and the investors will receive such Shares rather than a monetary amount upon maturity. Securityholders will, therefore, be exposed to the issuer of such Shares and the risks associated with such Shares. The investor should not assume that he or she will be able to sell such Shares for a specific price after the settlement of the Securities, and in particular not for the subscription or purchase price of the Share Securities. Under certain circumstances the Shares may only have a very low value or may, in fact, be worthless. Securityholders may also be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of such Shares.

### *Certain considerations associated with ETI Securities*

An investment in ETI Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of ETI Securities, Securityholders will receive an amount (if any) determined by reference to the value of the interests in exchange traded instruments or a basket of interests in exchange traded instruments and/or the physical delivery of a given number of interests in exchange traded instruments. Accordingly, an investment in ETI Securities may bear similar market risks to a direct exchange traded instrument investment, and investors should take advice accordingly.

Whilst interests in exchange traded instruments are traded on an exchange and are therefore valued in a similar manner as a share traded on an exchange, certain provisions related to ETI Securities are similar to the provisions related to funds and Fund Securities.

In the case of ETI Securities, no exchange traded instrument will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Securities, and none of the Issuer, the Guarantor (if applicable) or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such exchange traded instrument contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the interests in the exchange traded instrument will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an exchange traded instrument could affect the trading price of interests in the exchange traded instruments and therefore the trading price of the Securities. ETI Securities do not provide Securityholders with any participation rights in the underlying ETI(s) and, except in certain circumstances in the case of Physical Delivery Securities, do not entitle holders of ETI Securities to any ownership interest or rights in such ETI(s).

Except as provided in the Conditions, Securityholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant exchange traded instruments to which such Securities relate.

### *Certain considerations associated with Debt Securities*

An investment in Debt Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Debt Securities, Securityholders will receive an amount (if any) determined by reference to the price or yield of the underlying debt instrument(s) (as specified in the applicable Final Terms) and/or the physical delivery of a given number of debt instrument(s). Accordingly, an investment in Debt Securities may bear similar market risks to a direct debt instrument investment, and investors should take advice accordingly.

### *Certain additional considerations associated with Rolling Futures Contract Securities*

Futures contracts have a predetermined expiration date. Holding a futures contract until expiration will result in delivery of the physical underlying or the requirement to make or receive a cash settlement amount. Rolling Futures Contract Securities are valued by reference to futures contracts that have a delivery or expiry month that do not correspond with the term of the Securities. Consequently the futures contracts are "rolled" which means that the futures contract that is nearing expiration (the "**near-dated futures contracts**") is sold before it expires and a futures contract that has an expiration date further in the future (the "**longer-dated futures contracts**") is purchased ("**Rolling**"). In order to maintain an ongoing exposure to such underlyings Rolling of the applicable futures contracts is applied.

An investment in futures contracts where the future is a commodity may increase or decrease through Rolling. Where the price of a near-dated futures contract is greater than the price of the longer-dated futures contract (the underlying is said to be in "**backwardation**"), then Rolling from the former to the latter will result in greater exposure to the longer-dated futures contract. Therefore, any loss or gain on the new positions will be greater than if an investor had synthetically held the same number of underlying contracts as before the Rolling. Conversely, where the price of the near-dated futures contract is lower than the price of the longer-dated futures contract (the underlying is said to be in "**contango**") then Rolling will result in less exposure to the longer-dated futures contract. Therefore, any gain or loss on

the new positions will be less than if an investor had synthetically held the same number of underlying contracts as before the Rolling.

Depending on whether the Securities are synthetically "long" or "short" the relevant futures contract, where a futures contract is in contango, this is expected to (though may not) have a negative (in the case of a "long" position) or positive (in the case of a "short" position) effect over time on the value of the Securities. Where a futures contract is in backwardation this is expected to (though may not) have a positive (in the case of a "long" position) or negative (in the case of a "short" position) effect over time on the value of the Securities. Where an underlying contract is in contango, then the price of the longer-dated underlying contract will be expected to (but may not) decrease over time as it nears expiry. In such event, Rolling is expected to have a negative effect (in the case of a "long" position) or positive (in the case of a "short" position) on an investment in the underlying contract. Where an underlying contract is in backwardation, then the price of the longer-dated underlying contract is expected to (but may not) increase over time as it nears expiry. In such event, Rolling is expected to have a positive (in the case of a "long" position) or negative (in the case of a "short" position) effect on an investment in the underlying contract.

If, on any Futures Rollover Date (as defined below), a Non-Commencement or Discontinuance of an Exchange-traded Contract (as defined in Index Security Condition 5.1, Debt Security Condition 6 or Currency Security Condition 5), as applicable, occurs and it is impossible or materially impracticable for the Calculation Agent to select a futures contract and/or at such time hedge the relevant Issuer's obligations in respect of the Securities then:

- (i) the relevant Issuer may cancel the Securities by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*). If the Securities are so cancelled, the relevant Issuer, unless (in the case of Index Securities) Market Value or Highest Value are specified as applicable in the applicable Final Terms, will pay an amount to each Securityholder in respect of each Security or, if Units are specified in the applicable Final Terms, each Unit being cancelled at an amount equal to the fair market value of such Security, or Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*); or
- (ii) in the case of Index Securities, if Highest Value is specified as being applicable in the applicable Final Terms, the relevant Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay an amount to each Securityholder in respect of each Security or, if Units are specified in the applicable Final Terms, each Unit held by such Securityholder, an amount equal to the greater of the fair market value of such Security or Unit, as the case may be (notwithstanding any illegality (if applicable) and taking into account any Non-Commencement or Discontinuance of an Exchange-traded Contract) and the Protected Amount specified in the applicable Final Terms, provided that, (x) no costs shall be deducted from such amount and (y) such amount shall include the reimbursement by the Issuer, *pro rata* (calculated from the cancellation date notified to the Securityholders until the scheduled Exercise Date or Expiration Date, as the case may be, of the Securities of any costs (including but not limited to any structuring costs) paid by Securityholders to the Issuer in the Exercise Price of the Securities, such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation;
- (iii) in the case of Index Securities, if Market Value is specified as being applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay an amount to each Securityholder in respect of each Security or, if Units are specified in the applicable Final Terms, each Unit held by such Securityholder, an amount equal to the fair market value of such Security or Unit, as the case may be (notwithstanding the illegality (if applicable) and taking into account any Non-Commencement or Discontinuance of an Exchange-traded Contract) calculated (x) without taking account of any costs and no costs shall be deducted from such amount, and (y) including the reimbursement by the Issuer, *pro rata* (calculated from the cancellation date notified to the Securityholders until the scheduled Exercise Date or Expiration Date, as the case may be, of the Securities), of

any costs (including but not limited to any structuring costs) paid by Securityholders to the Issuer in the Exercise Price of the Securities, such an amount to be paid to the Securityholders on the date notified in the notice of cancellation.

Rollover ("**Rollover**") will be effected on the relevant day specified in the applicable Final Terms or the date selected by the Calculation Agent acting in good faith and in a commercially reasonable manner within the Futures Rollover Period specified in the applicable Final Terms (the "**Futures Rollover Date**") within a certain time frame shortly before the expiration date of the current futures contract. Consequently on any Futures Rollover Date, the relevant Issuer will liquidate its positions assumed through the corresponding hedging arrangements in relation to the existing futures contract whose expiration is imminent and will assume corresponding positions in relation to a new futures contract having identical terms but with a different maturity selected by it acting in good faith and in a commercially reasonable manner.

At each Rollover there may be expenses incurred in replacing the futures contract which may have an adverse effect on the return on the Securities.

Prospective investors should be aware that in respect of Rolling Futures Contract Securities, the price difference between the futures involved in each Rollover may have a negative effect on the value of the securities and in the long term be higher than the positive performance of the underlying and result in a total loss of the investment in the Securities. Rolling Futures Contract Securities may not be suitable for investors who intend to invest medium to long term.

#### *Certain Considerations associated with Inflation Index Securities*

An investment in Inflation Index Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Inflation Index Securities, Securityholders will receive an amount (if any) determined by reference to the value of the underlying inflation index/indices.

#### *Certain considerations associated with Currency Securities*

An investment in Currency Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Currency Securities, Securityholders will receive an amount (if any) determined by reference to the value of the currency/currencies and/or the physical delivery of a given amount of a currency or currencies. Accordingly, an investment in Currency Securities may bear similar market risks to a direct currency investment, and investors should take advice accordingly.

Fluctuations in exchange rates of the relevant currency (or basket of currencies) will affect the value of Currency Securities. The performance of foreign exchange rates is dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to international and domestic political factors, economic factors (including inflation rates in the countries concerned, interest rate differences between the respective countries), economic forecasts, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Measures taken by governments and central banks include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a Settlement Currency that would affect exchange rates and the availability of a Settlement Currency which would affect return on the Currency Security or ability of the relevant Issuer to make delivery in the Settlement Currency.

Furthermore, investors who intend to convert gains or losses from the exercise, settlement or sale of Currency Securities into their home currency may be affected by fluctuations in exchange rates between their home currency and the relevant currency (or basket of currencies). Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency (or basket of currencies), regardless of other market forces. Investors in Currency Securities risk losing their entire investment if exchange rates of the relevant currency (or basket of currencies) do not move in the anticipated direction.

If additional warrants, securities or options relating to particular currencies or particular currency indices are subsequently issued, the supply of warrants and options relating to such currencies or currency

indices, as applicable, in the market will increase, which could cause the price at which the Securities and such other warrants, securities and options trade in the secondary market to decline significantly.

Currency Securities linked to emerging market currencies may experience greater volatility and less certainty as to the future levels of such emerging market currencies or their rate of exchange as against other currencies. See also "*Certain Considerations Associated with Securities Linked to Emerging Markets*".

***Certain considerations associated with Fund Securities***

An investment in Fund Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Fund Securities, Securityholders will receive an amount (if any) determined by reference to the value of the fund shares and/or the physical delivery of a given number of fund shares or units. Accordingly, an investment in Fund Securities may bear similar market risks to a direct fund investment, and investors should take advice accordingly. The price of units or shares in a fund may be affected by the performance of the fund service providers, and in particular the investment adviser.

No Fund Service Provider will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Fund Securities, and none of the Issuer, the Guarantor (if applicable) or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of fund shares or units contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the fund shares or units will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of fund shares or units could affect the trading price of the fund shares or units and therefore the trading price of the Securities. Fund Securities do not provide Securityholders with any participation rights in the underlying Fund(s) and except in certain circumstances in the case of Physical Delivery Securities, do not entitle holders of Fund Securities to any ownership interest or rights in such Fund(s).

Except as provided in the Conditions, Securityholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant fund shares or units to which such Securities relate.

***Certain considerations associated with Futures Securities***

An investment in Futures Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Futures Securities, Securityholders will receive an amount (if any) determined by reference to the value of the futures contract or basket of futures contracts. Accordingly, an investment in Futures Securities may bear similar market risks to a direct futures contract investment, and investors should take advice accordingly.

***Certain considerations associated with Hybrid Securities***

An investment in Hybrid Securities will entail significant risks not associated with an investment in a conventional debt security. On settlement of Hybrid Securities, Securityholders will receive an amount (if any) determined by reference to the value of a number of different Underlying References.

***Certain considerations associated with Open End Warrants and OET Warrants***

Open End Warrants and OET Warrants do not have any pre-determined maturity and may be settled on any date determined by the relevant Issuer, subject to compliance with the provisions of the Conditions. Investment in Open End Warrants and OET Warrants will entail additional risks compared with other Warrants, due to the fact that the settlement date for such OET Warrants cannot be determined by the investor.

(D) **Additional factors relating to certain Underlying References**

*Certain considerations associated with Securities linked to ETIs*

ETI Securities linked to one or more interest in exchange traded instruments reflect the performance of such interest in exchange traded instruments.

An exchange traded instrument may invest in and trade in a variety of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes. Such financial instruments and investment techniques may include, but are not limited to, the use of leverage, short sales of securities, derivative transactions, such as swaps, stock options, index options, futures contracts and options on futures, lending of securities to certain financial institutions, entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies.

The amount payable on ETI Securities will be dependent on the performance of the relevant ETI(s) underlying the ETI Securities, which may be linked to the reported NAV per ETI Interest, the trading price available on an exchange for the relevant ETI Interest and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant ETI(s) would receive. The amount payable on the ETI Securities may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s) and may be zero.

Unlike Funds, exchange traded instruments are not actively managed. The value of an interest in an exchange traded instrument will decline, more or less, in line with the decline of any securities or the value of any index underlying or linked to the relevant exchange traded instrument. Exchange traded instruments involve risks similar to those of investing in any equity securities traded on an exchange, such as market fluctuations caused by, amongst other things, economic and political developments, changes in interest rates and perceived trends in prices of securities. Where the relevant exchange traded instrument is linked to a particular index, the return on such exchange traded instrument may not match the return of the particular index.

Potential investors in ETI Securities should be aware that none of the relevant Issuer, the Guarantor (if any) or the Calculation Agent have any control over investments made by the relevant exchange traded instrument(s) and in no way guarantee the performance of an exchange traded instrument or the amount payable to holders of ETI Securities.

In hedging the relevant Issuer's obligations under the ETI Securities, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant exchange traded instrument(s), replicating the performance of the relevant exchange traded instrument(s) or holding any of the assets underlying the relevant exchange traded instrument(s). The Hedge Provider may perform any number of different hedging practices with respect to ETI Securities.

Investing directly or indirectly in interests in exchange traded instruments is generally considered to be risky. If the exchange traded instrument does not perform sufficiently well, the value of the Securities will fall, and may in certain circumstances be zero.

Prospective investors should review carefully the prospectus, information memorandum and/or offering circular (if any) issued by any relevant exchange traded instrument before purchasing any ETI Securities. None of the relevant Issuer, the Guarantor (if any), the Calculation Agent or any of their respective Affiliates make any representation as to the creditworthiness of any relevant exchange traded instrument or any such exchange traded instrument's administrative, custodian, investment manager or adviser.

*Certain considerations associated with Securities linked to Funds*

Where an Issuer issues Fund Securities linked to one or more Funds, the relevant Securities reflect the performance of such fund(s).

Investors in Fund Securities should understand that:

- (i) there are market risks associated with an actual investment in the underlying Fund(s), and while the Fund Securities do not create an actual interest in the underlying Fund(s), the return on the Fund Securities generally involves the same associated risks as an actual investment in the underlying Fund(s). The Issuer has not purported and does not purport to be a source of information concerning the market risks associated with such underlying Fund or Fund interests;
- (ii) third parties, not related to the relevant Issuer or the Guarantor, may subscribe for and redeem underlying fund interests. These investments may affect the performance and volatility of such Fund's net asset value and so subsequently affect, from time to time, the return on the Fund Securities;
- (iii) the relevant Issuer has no control over the underlying Fund(s) or the performance of such Fund(s) and any performance of the underlying Fund(s) necessary for the Fund Securities to yield a specified return is not assured. Potential investors in the Fund Securities should understand that the performance of the underlying Fund(s) may, depending on the terms of the Fund Securities, strongly affect the value of payments on the Fund Securities;
- (iv) the value of units in the underlying Fund(s) and the income from it may fluctuate significantly. The Issuer makes no representation or warranty about, or guarantee of, the performance of an underlying Fund;
- (v) the relevant Issuer has not provided and will not provide during the term of the Fund Securities prospective investors with any information or advice with respect to the performance of an underlying Fund. The Issuer may have acquired, or during the term of the Fund Securities may acquire, non-public information with respect to an underlying Fund, which will not be provided to the Securityholders;
- (vi) the Funds may follow a wide range of investment strategies, invest in assets in a number of different countries and invest in assets denominated in a number of different currencies. The returns to the Securityholders may, therefore, be materially affected by, among other things, market trends, exchange rate fluctuations and political and economic developments in the relevant countries. This may lead to substantial volatility in the net asset value of the Funds;
- (vii) the funds may have investment strategies and guidelines that are very broad. They may also be free to engage in additional or alternative strategies without reference to any other person including the relevant Issuer, the Guarantor and the investor;
- (viii) Funds may trade and invest in a broad range of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes such as debt and equity securities and foreign exchange and may enter into derivative transactions, including, without limitation, futures, swaps and options. Such financial instruments and investment techniques may also include, but are not limited to, the use of leverage, short sales of securities, transactions that involve the lending and borrowing of securities to financial institutions, investment in sub-investment grade or non-readily realizable investments, uncovered options transactions, options and futures transactions and foreign exchange transactions and the use of concentrated portfolios, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. While these investment strategies and financial instruments provide the investment manager and/or adviser of a Fund the flexibility to implement a range of strategies in an attempt to generate positive returns for the Fund, they also create the risk of significant losses and, in certain circumstances, may magnify adverse market developments and losses that may adversely affect the value of the Fund and therefore the return on the Fund Securities. Potential investors should be aware that none of the relevant Issuer, the Guarantor (if any) or the Calculation Agent have any control over investments made by a Fund and therefore in no way guarantee the performance of a Fund and therefore the amount due to Securityholders on exercise of the Fund Securities;
- (ix) Funds may often be illiquid and may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of Funds are often opaque. Funds, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities;

- (x) the amount payable on Fund Securities will be dependent on the performance of the relevant Fund(s) underlying the Fund Securities, which may be linked to the reported NAV per Fund Share and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant Fund(s) would receive. The amount payable on the Fund Securities may be less than the amount payable from a direct investment in the relevant Fund(s);
- (xi) in certain circumstances, a Fund may continue reporting a NAV per Fund Share, but the Hedge Provider or a hypothetical investor may not be able to realise their investment in the relevant Fund(s) at such reported NAV per Fund Share. In such a case, the return on the Fund Securities may be less and in certain circumstances may be significantly less than the reported performance of the relevant Fund(s) and may be zero;
- (xii) a Fund may be established as part of a master-feeder fund structure. Generally, a master-feeder fund structure involves the incorporation of a "master" fund company into which separate and distinct "feeder" funds invest. Active management of any investment strategy is, generally, performed at the master fund level. In instances where the Fund(s) underlying the relevant Fund Securities are "feeder" funds, the Extraordinary Fund Events (see "*Other Events relating to Fund Securities*" below) extend to include the "master" fund and its service providers. In conducting their own due diligence of the relevant Fund(s), prospective investors should pay particular attention to whether the relevant Fund(s) are established as part of a master-feeder fund structure;
- (xiii) In hedging the relevant Issuer's obligations under the Fund Securities, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant Fund(s), replicating the performance of the relevant Fund(s) or holding any of the assets underlying the relevant Fund(s). The Hedge Provider may perform any number of different hedging practices with respect to Fund Securities;
- (xiv) the Funds may often rely on a few individuals to determine their investment strategies and to make investment decision. The loss of such individuals could jeopardise the performance of the Funds;
- (xv) the funds may be engaged in a high level of trading with commensurately high brokerage and transaction costs, as well as costs associated with leverage, such as interest payments and margin maintenance. Such costs will adversely affect the net asset value of the Funds and so may adversely affect the return on the Fund Securities;
- (xvi) the Funds will be exposed to credit risks against brokers and other counterparties with which they deal in implementing their investment strategies;
- (xvii) where underlying Funds invest in unlisted shares and certain other assets, risks associated with reduced liquidity and lack of objective valuations will arise. Additionally, the underlying Funds may invest in emerging markets. This involves risks attributable to nationalisations, expropriation or taxation, currency devaluation, foreign exchange control, political, social or diplomatic instability or governmental restrictions. The capital markets in such countries have substantially less volume, and are generally less liquid and more volatile, than those in more developed markets. Disclosure and regulatory requirements could be less stringent than in other markets, with a low level of monitoring and limited and uneven enforcements of existing regulations;
- (xviii) an underlying Fund may have no or a limited history, with no proven track record in achieving their stated investment objectives;
- (xix) some or all of the underlying Funds may be wholly unregulated investment vehicles and may trade in futures, options, forward exchange contracts and other derivative instruments, which may represent significant investment risks. In addition, underlying funds may acquire leveraged trading positions, including through the use of borrowing, and may engage in short selling. As a result of leverage, relatively small adverse price movements may result in substantial losses; and

- (xx) an underlying Fund itself may be subject to fees and charges on its investments which shall be borne by such Fund and incorporated in the value of interests in it.

*Risk from composition and changes to a fund*

The management company of a Fund can, without regard to the interests of the investors in the Fund Securities, add, delete or substitute any funds by reference to which the value of a fund is calculated or make other methodological changes that could change the investment profile of a fund. The management company may also determine to discontinue a Fund. If a Fund is discontinued, it may be replaced by other assets and/or the Fund Securities may be cancelled early.

In the event that a Fund is materially modified or permanently cancelled or the management company fails to calculate or announce the NAV per Fund Share, the Calculation Agent will either make such adjustments to any variable, calculation methodology, valuation, settlement, payment terms or any other terms and conditions of the Fund Securities as the Calculation Agent determines appropriate to account for the effect on the Fund Securities of such events, or may cancel the Fund Securities early. Any of these decisions or determinations may adversely impact the value of the Fund Securities.

*Funds may be subject to transfer restrictions and illiquidity*

Funds and the assets thereof may be subject to transfer restrictions arising by way of applicable securities laws or otherwise. Such restrictions may mean that investors are not entitled to acquire interests in the Funds directly. Holders of units or shares (however described) in a Fund may have the right to transfer or withdraw their investment in the Fund only at certain times and upon completion of certain documentary formalities and such rights may be subject to suspension or alteration. These circumstances may affect the NAV per Fund Share of the relevant Funds. Potential investors should familiarise themselves with the features of the Funds in this regard.

*Events which affect the value of a Fund will affect the value of Fund Securities*

The occurrence of any of the following events could materially and adversely affect the value of shares or units in a Fund, and have a consequent material and adverse effect on the value of Fund Securities:

- *Valuation:* The valuation of Funds is generally controlled by the management company of the Fund. Valuations are performed in accordance the terms and conditions governing the Fund. Such valuations may be based upon the unaudited financial records of the Fund and any accounts pertaining thereto. Such valuations may be preliminary calculations of the net asset values of the Fund and accounts. The Fund may hold a significant number of investments which are illiquid or otherwise not actively traded and in respect of which reliable net asset values may be difficult to obtain. In consequence, the management company may vary certain quotations for such investments held by the fund in order to reflect its judgement as to the fair value thereof.
- Therefore, valuations may be subject to subsequent adjustment upward or downward. Uncertainties as to the valuation of fund assets and/or accounts may have an adverse effect on the net asset value of the Fund where such judgements regarding valuations prove to be incorrect.
- *Trading charges:* The performance of a Fund will be affected by the charges incurred thereby relating to the investments of such Fund. The Fund may engage in short-term trading which may result in increased turnover and associated higher than normal brokerage commissions and other expenses.
- *Legal and regulatory changes:* Future changes to applicable law or regulation may be adverse to a Fund.
- *Performance risk:* No assurance can be given relating to the present or future performance of a Fund. The performance of a Fund is dependent on the performance of the management company thereof. Certain management companies may utilise analytical models upon which investment decisions are based. No assurance can be given that these persons will succeed in meeting the investment objectives of the Fund, that any analytical model used thereby will prove to be correct or that any assessments of the short-term or long-term prospects, volatility and

correlation of the types of investments in which the Funds have invested or will invest will prove accurate.

- *Effect of exchange rates and exchange controls:* The NAV per Fund Share could be adversely affected not only by hedging costs and changes in exchange rates, but also by local exchange control regulations and other limitations, including currency exchange limitations and political and economic developments in the relevant countries.
- *Market risks:* The markets in which a Fund invests may prove to be highly volatile from time to time as a result of, for example, sudden changes in government policies on taxation and currency repatriation or changes in legislation relating to the value of foreign ownership in companies, and this may affect the net asset value at which a fund may liquidate positions to meet repurchase requests or other funding requirements.
- *Hedging risks:* A Fund may in certain cases employ various hedging techniques to reduce the risk of investment positions. A substantial risk remains, nonetheless, that such techniques will not always be available and when available, will not always be effective in limiting losses. A fund may take substantial unhedged positions.
- *Interest rate risks:* The values of securities held by a Fund (or by any underlying fund) tend to be sensitive to interest rate fluctuations and unexpected fluctuations in interest rates could cause the corresponding NAV per Fund Share to move in directions which were not initially anticipated. To the extent that interest rate assumptions underlie the hedge ratios implemented in hedging a particular position, fluctuations in interest rates could invalidate those underlying assumptions and expose a Fund to losses.
- *Suspension of trading:* A securities exchange typically has the right to suspend or limit trading in any instrument traded on that exchange. A suspension could render it impossible for a Fund to liquidate positions and thereby expose a Fund to losses.
- *Dependence on key individuals:* The success of a Fund is dependent on the expertise of its managers. The loss of one or more individuals could have a material adverse effect on the ability of a fund manager to direct a Fund's portfolio, resulting in losses for a Fund and a decline in the value of a Fund. Indeed, certain fund managers may have only one principal, without whom the relevant fund manager could not continue to operate.
- *Experience of fund managers:* Certain Funds may be managed by investment managers who have managed funds for a relatively short period of time. The previous experience of such investment managers is typically in trading proprietary accounts of financial institutions or managing unhedged accounts of institutional asset managers or other investment firms. As such investment managers do not have direct experience in managing Funds, including experience with financial, legal or regulatory considerations unique to fund management, and there is generally less information available on which to base an opinion of such managers' investment and management expertise, investments with such investment managers may be subject to greater risk and uncertainty than investments with more experienced fund managers.
- *Risk of fraud:* There is a risk that a fund manager could divert or abscond with the assets, fail to follow agreed-upon investment strategies, provide false reports of operations or engage in other misconduct.
- *Performance compensation payable to fund managers:* The performance-based compensation paid to a fund manager is typically calculated on a basis that includes unrealised appreciation and may consequently be greater than if such compensation were based solely on realised gains. Each Fund generally calculates its own performance compensation based on its individual performance, irrespective of increases in the overall value of the Fund. Furthermore, when the Fund is rebalanced and an unprofitable underlying asset is removed, the loss carried forward by such Fund's trading is eliminated for purposes of calculating subsequent performance compensation due to the fund manager of any replacement underlying asset. Thus, there may be substantial incentive compensation due to the relevant fund manager even during a period when the portfolio of assets is incurring significant losses.

- *Risks of leverage:* A Fund may borrow subject to applicable restrictions provided by laws and typically utilise various lines of credit and other forms of leverage. In addition, certain of a Fund's investment strategies (primarily those utilising derivative instruments) may involve indirect forms of leverage. While leverage presents opportunities for increasing a Fund's total return, it increases the potential risk of loss as well. Any event which adversely affects the value of an investment by a fund is magnified to the extent that such investment is leveraged. Leverage can have a similar effect on issuers in which a Fund invests. The use of leverage by a Fund could result in substantial losses which would be greater than if leverage had not been used. A Fund's assets may be further leveraged or hedged by the use of derivatives. In addition, investments of a Fund may include investments in partnerships and other pooled investment vehicles, which themselves employ leverage to a significant extent. Such investments are subject to the same leverage risks as described above and a Fund could lose its entire investment. As a general matter, the banks and dealers that provide financing to a Fund can apply essentially discretionary margin, haircut, financing and security and collateral valuation policies. Changes by banks and dealers in these policies may result in large margin calls, loss of financing and forced liquidations of positions at disadvantageous net asset values.
- *Investment criteria:* It may be difficult to specify precisely or comprehensively the strategies of a Fund. As a result, it may not sometimes be clear whether or not a Fund fulfils the investment criteria set out in its offering document.
- *Risks of equity investments:* The investment orientation of a Fund may be based to a significant extent on equity investments. Investment in equity securities to aggressively seek capital appreciation is speculative and is generally perceived to encompass greater risks than those involved in connection with an investment in debt securities of comparable issuers.
- *Risks of fixed income investments:* A Fund may invest in fixed income securities and, therefore, may be exposed to the risk of default by the issuers of such securities. Such default may result in delays in payment, or non-payment of interest or principal when due. Furthermore, the net asset value of fixed income securities may also fluctuate with changes in prevailing interest rates and/or in the creditworthiness of the issuer, and these fluctuations may result in a loss of capital by a Fund.
- *Risks of collective investment schemes:* Some Funds may invest in other collective investment schemes. Investment in schemes of this type may afford the investor less transparency in respect of the ultimate assets of the scheme.
- *Large transactions:* Large subscriptions and redemptions may result in the liquidation or dilution of Fund assets that may affect the NAV per Fund Share of such Fund.
- *Emerging markets:* A Fund may invest in securities of governments of, or companies domiciled in, less-developed or emerging markets. See "*Certain considerations associated with Securities linked to emerging markets*". Custody arrangements in such countries may also present enhanced risk.
- *Risks of repos:* A Fund may use repurchase agreements. Under a repurchase agreement, a security is sold to a buyer and at the same time the seller of the security agrees to buy back the security at a later date at a higher net asset value. In the event of a bankruptcy or other default of the transferor of securities in a repurchase agreement, a Fund could experience delays in liquidating the underlying securities and losses, including possible declines in the value of the collateral during the period while it seeks to enforce its rights thereto; possible subnormal levels of income and lack of access to income during this period and the expenses of enforcing its rights. In the case of a default by the transferee of securities in a repurchase agreement, the management company bears the risk that the transferee may not deliver the securities when required.
- *Risks of currency speculation:* A Fund may engage in exchange rate speculation. Foreign exchange rates have been highly volatile in recent years. The combination of volatility and leverage gives rise to the possibility of large profit but also carries a high risk of loss. In addition, there is counterparty credit risk since foreign exchange trading is done on a principal to principal basis.

- *Risks of commodity futures:* Commodity futures prices can be highly volatile. As a result of the low margin deposits normally required in futures trading, an extremely high degree of leverage is typical of a futures trading account. As a result, a relatively small price movement in a futures contract may result in substantial losses to the investor. Like other leveraged investments, a futures transaction may result in losses in excess of the amount invested.
- *Risks of derivative instruments:* A Fund may use derivative instruments, such as collateralised debt obligations, stripped mortgage-backed securities, options and swaps. There are uncertainties as to how the derivatives market will perform during periods of unusual price volatility or instability, market illiquidity or credit distress. Substantial risks are also involved in borrowing and lending against such instruments. The prices of these instruments are volatile, market movements are difficult to predict and financing sources and related interest rates are subject to rapid change. One or more markets may move against the positions held by a Fund, thereby causing substantial losses. Most of these instruments are not traded on exchanges but rather through an informal network of banks and dealers. These banks and dealers have no obligation to make markets in these instruments and may apply essentially discretionary margin and credit requirements (and thus, in effect, force a Fund to close out its relevant positions). In addition, such instruments carry the additional risk of failure to perform by the counterparty to the transaction. Government policies, especially those of the U.S. Federal Reserve Board and non-U.S. central banks, have profound effects on interest and exchange rates which, in turn, affect prices of derivative instruments. Many other unforeseeable events, including actions by various government agencies and domestic and international political events, may cause sharp market fluctuations.
- *Risks of short selling:* A Fund may sell securities short. Short selling exposes a fund to theoretically unlimited risk due to the lack of an upper limit on the price to which a security may rise. Short selling involves the sale of borrowed stock. If a stock loan is called, the short seller may be forced to repurchase the stock at a loss. In addition, some traders may attempt to profit by forcing short sellers to incur a loss. Traders may make large purchases of a stock that has been sold short. The large purchases are intended to drive up the stock price, and cause the short sellers to incur losses. By doing this, the traders hope the short sellers will limit their losses by repurchasing the stock and force the stock price even higher.
- *Risks of arbitrage:* The use of arbitrage strategies by a Fund in no respect should be taken to imply that such strategies are without risk. Substantial losses may be incurred on "hedge" or "arbitrage" positions, and illiquidity and default on one side of a position may effectively result in the position being transformed into an outright speculation. Every arbitrage strategy involves exposure to some second order risk of the market, such as the implied volatility in convertible bonds or warrants, the yield spread between similar term government bonds or the net asset value spread between different classes of stock for the same underlying firm. Further, there are few examples of "pure" arbitrage funds. Most Funds also employ limited directional strategies which expose them to market risk.
- *Credit risk:* Many of the markets in which a fund effects its transactions are "over-the-counter" or "inter-dealer" markets. The participants in these markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange based" markets. To the extent that a Fund invests in swaps, derivatives or synthetic instruments, or other over-the-counter transactions in these markets, such Fund may take a credit risk with regard to parties with which it trades and also may bear the risk of settlement default. These risks may differ materially from those involved in exchange-traded transactions, which generally are characterised by clearing organisation guarantees, daily marking-to-market and settlement, and segregation and minimum capital requirements applicable to intermediaries. Transactions entered into directly between two counterparties generally do not benefit from these protections, which in turn may subject a Fund to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract or because of a credit or liquidity problem. Such "counterparty risk" is increased for contracts with longer maturities when events may intervene to prevent settlement. The ability of a Fund to transact business with any one or any number of counterparties, the lack of any independent evaluation of the counterparties or their financial capabilities, and the absence of a regulated market to facilitate settlement, may increase the potential for losses.

- *Risks relating to controlling stakes:* A Fund may take controlling stakes in companies. The exercise of control over a company imposes additional risks of liability for environmental damage, product defects, failure to supervise and other types of related liability.

*As the shares of certain funds may only be redeemable on certain dates, there is a risk of delays or defaults in payment*

The shares of a Fund may only be redeemable on certain redemption dates, subject to the prescribed notice period in respect of such Fund. This gives rise to a time delay between the execution of an order for redemption and payment of the proceeds on such redemption. If the Fund becomes insolvent following the date on which a redemption order would have to be notionally placed or the Calculation Agent determines that the relevant Fund would fail to pay to any shareholder in cash the full redemption proceeds owing to them if they redeemed their shares on the relevant date, an adjustment may be made by the Calculation Agent when calculating the return on the Securities to the NAV per Fund Share of the relevant Fund, thereby reducing the return on the Securities.

The market price of Fund Securities may be volatile and may depend on the time remaining to the settlement date and the volatility of the price of fund share(s) or unit(s). The price of fund share(s) or unit(s) may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any units in the fund or funds may be traded.

For all the above reasons, investing directly or indirectly in Funds is generally considered to be risky. If the underlying Fund does not perform sufficiently well, the value of the Security will fall, and may in certain circumstances be zero.

#### ***Certain considerations associated with Securities linked to emerging markets***

Each Issuer may issue Securities where the amount payable on settlement is linked to Underlying References which consist of (i) securities, funds or indices comprising securities of issuers that are located in, or subject to regulation in, emerging or developing countries, or (ii) securities which are denominated in the currency of, or are traded in, emerging or developing countries or (iii) currencies of emerging or developing countries. Prospective investors should note that additional risks may be associated with investment in such Securities, including risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation, and uncertainties as to the status, interpretation and application of laws including, but not limited to, those relating to expropriation, nationalisation and confiscation. Securities traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile. In addition, settlement of trades in some such markets may be slower and more subject to failure than in markets in developed countries.

Increased custodian costs as well as administrative difficulties (such as the applicability of the laws of the jurisdictions of emerging or developing countries to custodians in such jurisdictions in various circumstances, including bankruptcy, ability to recover lost assets, expropriation, nationalisation and record access) may also arise from the maintenance of assets in such emerging or developing countries.

Prospective purchasers of the Securities should also be aware that the probability of the occurrence of a Hedging Disruption Event (or other Adjustment Event under the relevant legal terms as set out further in the Security Conditions) and consequently loss of investment or profit by an investor may be higher for certain developing or emerging markets. Prospective investors are expected to conduct their own enquiries and be satisfied that there are additional risks associated with investments linked to the performance of underlying assets located in these markets.

#### ***Exchange control risks***

Potential investors should be aware that there is the risk that authorities with jurisdiction over the Settlement Currency (as specified in the applicable Final Terms and/or the currency in which the Underlying Reference is denominated, such as government and monetary authorities, may impose or modify (as some have done in the past) exchange controls that could adversely affect an applicable

exchange rate or transfer of funds in and out of the country. It is impossible to predict whether the value of one such currency relative to another will rise or fall during the term of the Securities.

(E) **Additional factors relating to disruption and adjustments**

If an Additional Disruption Event occurs, or any Optional Additional Disruption Event specified in the applicable Final Terms occurs (other than in respect of a Failure to Deliver due to Illiquidity), the Securities may be subject to adjustment (including, in the case of Share Securities linked to a Basket of Shares, adjustments to the Basket of Shares), early settlement or the amount payable on scheduled settlement may be different from the amount expected to be paid at scheduled settlement.

The Additional Disruption Events relate to changes in law (including changes in tax or regulatory capital requirements) and hedging disruptions in respect of any hedging transactions relating to the Securities (both as more fully set out in the Conditions).

If a Failure to Deliver due to Illiquidity occurs:

- (A) subject as provided in the Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Settlement Date; and
- (B) in respect of any Affected Relevant Assets, *in lieu* of physical settlement, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security, by payment to the relevant Securityholder of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Securityholders in accordance with the relevant Conditions. Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Securityholders.

Consequently the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event may have an adverse effect on the value or liquidity of the Securities.

*Market Disruption Events or failure to open of an exchange*

If an issue of Securities includes provisions dealing with the occurrence of a Market Disruption Event or failure to open of an exchange on a date for valuation of an Underlying Reference and the Calculation Agent determines that a Market Disruption Event or failure to open of an exchange has occurred or exists on such valuation date, any consequential postponement of the valuation date, or any alternative provisions for valuation provided in any Securities may have an adverse effect on the value and liquidity of such Securities.

The occurrence of such a Market Disruption Event or failure to open of an exchange in relation to any Underlying Reference comprising a basket may also have such an adverse effect on Securities related to such basket. In addition, any such consequential postponement may result in the postponement of the relevant Settlement Date.

*Adjustment events relating to Index Securities*

In the case of Index Securities, if a relevant Index is (i) not calculated and announced by the Index Sponsor in respect of the Index but is calculated and announced by a successor sponsor or successor entity, as the case may be, acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then, in each case, that index will be deemed to be the Index.

The occurrence of an Index Modification, an Index Cancellation or an Index Disruption (each being an "**Index Adjustment Event**") may lead to (i) changes in the calculation of the relevant value or price (if the Calculation Agent determines such Index Adjustment Event has a material effect on the Securities), (ii) early settlement of the Securities or (iii) the amount payable on scheduled settlement of the Securities being different from the amount expected to be paid at scheduled settlement.

Any such adjustment may have an adverse effect on the value and liquidity of such Securities.

*Potential Adjustment Events relating to Share Securities*

In the case of Share Securities, following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share). Such adjustment may have an adverse effect on the value and liquidity of the affected Share Securities.

*Extraordinary Events relating to Share Securities*

In the case of Share Securities the occurrence of an Extraordinary Event (as defined in the Share Security Conditions) in relation to a Share, may lead to:

- (A) adjustments to any of the terms of the Securities (including, in the case of Share Securities linked to a Basket of Shares, adjustments to and/or substitution of constituent shares of the Basket of Shares);
- (B) early settlement in whole or, in the case of Share Securities relating to a Basket of Shares, in part or the amount payable on scheduled settlement being different from the amount expected to be paid at scheduled settlement;
- (C) the Calculation Agent making an adjustment to any terms of the Securities which corresponds to any adjustment to the settlement terms of options on the Shares traded on such exchanges(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "Option Exchange") or, if options on the Shares are not traded on the Options Exchange, the Calculation Agent making such adjustment, if any, to any terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

Following such settlement, an investor generally would not be able to reinvest the relevant proceeds at an effective interest rate as high as the effective return on the relevant Securities being settlement and may only be able to do so at a significantly lower rate, and potential investors should consider reinvestment risk in light of other investments available at that time. Consequently the occurrence of an Extraordinary Event in relation to a Share may have an adverse effect on the value or liquidity of the Securities.

*Potential Adjustment Events relating to ETI Securities*

In the case of ETI Securities, following the declaration by the relevant exchange traded instruments or any person appointed to provide services directly or indirectly in respect of such exchange traded instrument, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will make the corresponding adjustment, if any, to any terms of the Securities as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest).

Any such adjustment may have an adverse effect on the value and liquidity of such Securities.

*Extraordinary Events relating to ETI Securities*

In the case of ETI Securities if certain events ("**Extraordinary ETI Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Change in Related Parties/Key Persons Events, Modification Events, Net Asset Value/Investment/AUM Level Events, Tax/Law/Accounting/Regulatory

Events, Hedging/Impracticality/Increased Costs Events and Miscellaneous Events in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) occur, the relevant Issuer may acting in good faith and in a commercially reasonable manner adjust the terms of the Securities to reflect such event, substitute the relevant ETI Interests or redeem the Securities.

Consequently the occurrence of an Extraordinary ETI Event may have an adverse effect on the value or liquidity of the Securities.

The Issuer will exercise its rights under the ETI Security Conditions, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, acting in good faith. Subject to all regulatory obligations, none of the Issuer, the Guarantor (if any) or the Calculation Agent owes any duty or responsibility to any of the Securityholders of the ETI Securities. The exercise of such rights in such manner may result in an increased loss in performance of the ETI Securities than if the Issuer had taken different action.

#### *Other events relating to Fund Securities*

In the case of Fund Securities, if certain events ("**Extraordinary Fund Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Fund Service Provider/Key Person Events, Modification Events, NAV per Fund Share/AUM Level Events, Reporting Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events, Dealing Events and Miscellaneous Events in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) occur, the Issuer may, acting in good faith and in a commercially reasonable manner, adjust the terms of the Securities to reflect such event, substitute the relevant Fund Shares or redeem the Securities.

Consequently the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the Securities.

In addition, in the event that redemption proceeds in respect of the underlying Fund Shares are not received by the Hedge Provider on or prior to the scheduled date for settlement, such settlement date may be postponed for a period of up to two calendar years (or such other period as may be specified in the applicable Final Terms) and no additional amount shall be payable as a result of such delay.

The Issuer will exercise its rights under the Fund Security Conditions, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, acting in good faith. Subject to all regulatory obligations, none of the Issuer, the Guarantor (if any) or the Calculation Agent owes any duty or responsibility to any of the Securityholders of the Fund Securities. The exercise of such rights in such manner may result in an increased loss in performance of the Fund Securities than if the Issuer had taken different action.

#### *Settlement Disruption Events*

In the case of Physical Delivery Securities, if a Settlement Disruption Event occurs or exists on the Delivery Date, settlement will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The relevant Issuer in these circumstances also has the right to pay the Disruption Cash Settlement Price (as defined below) *in lieu* of delivering the Entitlement. As further described below, the Disruption Cash Settlement may be less than the fair market value of the Entitlement.

*The occurrence of a FX Settlement Disruption Event may lead to postponement or payment in an alternative currency*

If "FX Settlement Disruption" applies to the Securities, and the Calculation Agent determines on the second Business Day prior to the relevant due date for payment (the "**FX Disrupted Payment Date**") that a FX Settlement Disruption Event has occurred and is continuing, investors should be aware that payments under the relevant Securities may (i) occur at a different time than expected and (ii) be made in USD (the "**FX Settlement Disruption Currency**"). In certain circumstances, the rate of exchange used to convert the Specified Currency and/or Settlement Currency into the FX Settlement Disruption Currency, may not be the market rate of exchange for such currencies, and in some cases, may be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

### *Option to Vary Settlement*

If so indicated in the Final Terms, the Issuer may, elect to vary the settlement of the Securities, by (i) in the case of cash settled securities, delivering or procuring delivery of the Entitlement instead of making payment of the Cash Settlement Amount to the relevant Securityholders or (ii) in the case of physical delivery securities, making payment of the Cash Settlement Amount to the relevant Securityholders instead of delivering or procuring delivery of the Entitlement.

### *Option to Substitute Assets or to Pay the Alternate Cash Settlement Amount*

The Issuer may if the Calculation Agent determines (acting in good faith and in a commercially reasonable manner) that the Relevant Asset or Relevant Assets, as the case may be, comprise assets which are not freely tradable, elect either (i) to substitute a Substitute Asset or Substitute Assets, as the case may be, for the Relevant Asset or Relevant Assets or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant holders, but *in lieu* thereof to make payment to the relevant holders on the Settlement Date of the Alternate Settlement Cash Amount.

## (F) **Risks related to the market generally**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk that may be relevant in connection with an investment in Securities:

### *The secondary market generally*

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

The Issuer has no obligation to purchase the Securities from the Securityholders. However, should the relevant Issuer decide to purchase the Securities, the secondary market pricing that the relevant Issuer may provide on the Securities may reflect the unwinding cost of the hedging portfolio (if any).

### *Exchange rate risks and exchange controls*

The Issuer will pay amounts on the Securities in the Settlement Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Settlement Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Settlement Currency or revaluation of the Investor's Currency or due to the official redenomination of the Settlement Currency and/or Investor's Currency) and the risk that authorities with jurisdiction over the Settlement Currency and/or the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Settlement Currency would decrease (i) the Investor's Currency-equivalent yield on the Securities (ii) the Investor's Currency equivalent value of the principal payable on the Securities and (iii) the Investor's Currency equivalent market value of the Securities. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest, principal or other amount than expected, or no interest or principal or other amount.

### *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Securities are legal investments for it, (ii) Securities can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of

any Securities. Each prospective investor should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

***Certain specific information may not be known at the beginning of an offer period***

The relevant Final Terms may provide that certain specific information relating to the Securities (such as certain amounts, levels, percentages, prices, rates or values (as applicable) used to determine or calculate amounts payable or assets deliverable in respect of the Securities) may not be fixed or determined until the end of the offer period. In such case, the Final Terms will specify in place of the relevant amounts, levels, percentages, prices, rates or values (as applicable), an indicative range of amounts, levels, percentages, prices, rates or values (as applicable).

The actual amount, level, percentage, price, rate or value, applicable to the Securities will be determined by the Issuer from within the range and will be made public prior to the Issue Date. The actual rate, level or percentage, as applicable, will be determined in accordance with market conditions by the Issuer in good faith and in a commercially reasonable manner.

Prospective investors will be required to make their investment decision based on the indicative range rather than the actual amounts, levels, percentages, prices, rates or values (as applicable), which will only be fixed after the investment decision is made but will apply to the Securities once issued.

Where an indicative range is specified in the Final Terms in respect of amounts, levels, percentages, prices, rates or values (as applicable), prospective investors should, assume that the actual amounts, levels, percentages, prices, rates or values (as applicable) fixed or determined at the end of the offer period may have a negative impact on the amounts payable or assets deliverable in respect of the Securities and consequently, have an adverse impact on the return on the Securities (when compared with other amounts, levels, percentages, prices, rates or values (as applicable) within any indicative range). Prospective investors should therefore make their decision to invest in the Securities on that basis.

***Potential conflicts of interest relating to distributors or other entities involved in the offer or listing of the Securities***

Potential conflicts of interest may arise in connection with the Securities, as any distributors or other entities involved in the offer and/or the listing of the Securities as indicated in the applicable Final Terms, will act pursuant to a mandate granted by the Issuer and can receive commissions and/or fees on the basis of the services performed in relation to such offer and/or listing.

***Impact of costs and fees on the value of the Securities***

Investors should note that issue price and/or offer price of the Securities may include fees (e.g. subscription fees, placement fees, direction fees, structuring fees (normally paid by the Issuer to the relevant intermediaries)) and/or other additional costs. Any such fees and costs may not be taken into account for the purposes of determining the price of such Securities on the secondary market and could result in a difference between the original issue price and/or offer price, the theoretical value of the Securities, and/or the actual bid/offer price quoted by any intermediary in the secondary market. Any such difference may have an adverse effect on the value of the Securities, particularly immediately following the offer and the issue date relating to such Securities, where any such fees and/or costs may be deducted from the price at which such Securities can be sold by the initial investor in the secondary market.

***Certain considerations associated with public offers of Securities***

If Securities are distributed by means of a public offer, under certain circumstances indicated in the relevant Final Terms, the relevant Issuer and/or other entities specified in the Final Terms may have the right to withdraw the offer, which in such circumstances will be deemed to be null and void according to the terms indicated in the relevant Final Terms and to cancel the issuance of the Securities.

In such case, investors who have already paid or delivered subscription monies for the relevant Securities will be entitled to reimbursement of such amounts.

The Issuer and/or the other entities specified in the applicable Final Terms may also terminate the offer early by immediate suspension of the acceptance of further subscription requests and by giving notice to the public in accordance with the applicable Final Terms. Any such termination may occur even where the maximum amount for subscription in relation to that offer (as specified in the applicable Final Terms), has not been reached. In such circumstances, the early closing of the offer may have an impact on the aggregate number of Securities issued and, therefore, may have an adverse effect on the liquidity of the Securities.

Furthermore, under certain circumstances indicated in the applicable Final Terms, the Issuer and/or the other entities indicated in the applicable Final Terms will have the right to extend the offer period and/or to postpone the originally designated issue date, and related interest payment dates and the maturity date. For the avoidance of doubt, this right applies also in the event that the Issuer publishes a supplement to the Base Prospectus in accordance with the provisions of the Prospectus Directive.

In case of overallotment of the Securities, the investors should consider that subscription applications validly submitted may not be satisfied.

If indicated in the Final Terms, the Issuer will use the SeDeX for the distribution of the Securities according to the provisions of the rules governing SeDeX from time to time (the "**SeDeX Rules**"). In this case, Borsa Italiana shall verify the admission requirements of the Issuer and of the Securities and shall receive the request for admission to trading. Following this, Borsa Italiana shall admit the Securities to trading and commence trading of purchase and sales contracts on the market. At the end of the sale phase, if successful, and subject to compliance with the requirements laid down in the SeDeX Rules, the admission shall become final and Borsa Italiana shall establish the date for the start of trading on the SeDeX. The circumstance that, pursuant to this distribution process, potential investors can monitor (via market operators) the progress of the proposed purchases of the Securities during the offer period, may have an impact on the progress and results of the offer.

If the issue of the Securities does not take place because the admission requirements laid down in the SeDeX Rules are not satisfied, the admission decision shall cease to be effective and the contracts executed shall be considered as null and void. The contracts concluded during the distribution phase via electronic trading systems cannot be revoked unless otherwise provided in the applicable Final Terms.

Similar procedures might apply to other trading venues.

The relevant Final Terms may also provide that the effectiveness of the offer of Securities is conditional upon admission to listing or to trading on the relevant regulated market and/or multilateral trading facility indicated in the relevant Final Terms, occurring by the Issue Date. In such case, in the event that admission to listing or trading of the Securities does not take place by the Issue Date for whatever reason, the Issuer may withdraw the offer, the offer will be deemed to be null and void and the relevant Securities will not be issued. As a consequence, the potential investor will not receive any Securities, any subscription rights the potential investor has for the Securities will be cancelled and he/she will not be entitled to any compensation therefor.

### ***Listing of Securities***

In respect of Securities which are (in accordance with the applicable Final Terms) to be listed on a regulated market and/or admitted to trading on a multilateral trading facility, the relevant Issuer shall use all reasonable endeavours to maintain such listing and/or multilateral trading facility, provided that if it becomes impracticable or unduly burdensome or unduly onerous to maintain such listing, then the relevant Issuer may apply to de-list the relevant Securities, although in this case it will use all reasonable endeavours to obtain and maintain (as soon as reasonably practicable after the relevant de-listing) an alternative admission to listing and/or trading within or outside the European Union, as it may decide.

If such an alternative admission is not available or is, in the opinion of the relevant Issuer, impracticable or unduly burdensome, an alternative admission will not be obtained.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have been approved by or filed with the Central Bank of Ireland and the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**"), shall be deemed to be incorporated by reference in, and form part of, this Base Prospectus:

- the unaudited consolidated interim financial report for the six months ended on 31 December 2018 and 2017 of Mediobanca;
- the unaudited non-consolidated interim financial report for the six months ended on 31 December 2018 and 2017 of Mediobanca International;
- the audited consolidated annual financial statements as at and for the years ended 30 June 2018 and 2017 of Mediobanca;
- the audited non-consolidated annual financial statements as at and for the years ended 30 June 2018 and 2017 of Mediobanca International;

in the case of the above-mentioned financial statements, together with the accompanying notes and (where applicable) auditors' reports, save that any statement contained in this Base Prospectus or in any of the documents incorporated by reference in, and forming part of, this Base Prospectus shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document subsequently incorporated by reference by way of supplement prepared in accordance with Article 16 of the Prospectus Directive modifies or supersedes such statement. Where only certain sections of a document referred to above are incorporated by reference to this Base Prospectus, the parts of the document which are not incorporated by reference are either not relevant for prospective investors or are covered elsewhere in this Base Prospectus.

The Issuers will provide, without charge to each person to whom a copy of this Base Prospectus has been delivered, upon the request of such person, a copy (by electronic means, unless such person requests hard copy) of any or all the documents deemed to be incorporated by reference herein unless such documents have been modified or superseded as specified above, in which case the modified or superseded version of such document will be provided. Request for such documents should be directed to the Issuers at their offices set out at the end of this Base Prospectus. In addition, such documents will be available, without charge, at the principal office of the Paying Agent in Luxembourg and on the Mediobanca's website at the following link (<https://www.mediobanca.com/en/investor-relations/results-presentations/index.html> with respect to the financial information <https://raccoltaproprietaria.mediobanca.it/en/documents/index.html> with respect to the remaining documents listed above) and on the Mediobanca International's website (<https://www.mediobanca.com/en/our-group/mediobanca-international-luxembourg-s-a.html>).

The following table shows where some of the information required under Annex XI of Commission Regulation (EC) No. 809/2004, as amended, can be found in the above-mentioned documents incorporated by reference.

The information incorporated by reference that is not included in the cross-reference list, is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) No. 809/2004, as amended.

### Cross-reference list in respect of the Mediobanca and Mediobanca International financial statements

<b>Mediobanca - Consolidated annual financial statements</b>		
<b>Commission Regulation (EC) No. 809/2004 - Annex XI, Paragraph 11.1</b>	<b>2018</b>	<b>2017</b>
Balance sheet .....	Pages 78-79	Pages 76-77
Statement of income .....	Pages 80-81	Pages 78-79
Statement of changes in equity .....	Pages 82-83	Pages 80-71
Cashflow statement .....	Pages 84-85	Pages 82-83
Accounting policies and explanatory notes.....	Pages 87-292	Pages 85-277
Auditors' reports.....	Pages 66-75	Pages 65-75

<b>Mediobanca International - Non-Consolidated annual financial statements</b>		
<b>Commission Regulation (EC) No. 809/2004 - Annex XI, Paragraph 11.1</b>	<b>2018</b>	<b>2017</b>
Statement of financial position.....	Page 34	Page 32
Statement of comprehensive income.....	Page 35	Page 33
Cashflow statement.....	Page 38	Page 36
Statement of changes in equity.....	Pages 36-37	Pages 34-35
Accounting policies and explanatory notes.....	Pages 40-173	Pages 37-152
Auditors' reports.....	Pages 26-31	Pages 23-29

**Cross-reference list in respect of the Mediobanca and Mediobanca International interim financial reports for the six months ended on 31 December 2018 and 2017**

<b>Mediobanca - Consolidated interim report</b>		
<b>for the six months ended 31 December</b>	<b>2018</b>	<b>2017</b>
Balance sheet .....	Pages 68-69	Pages 64-65
Statement of income .....	Page 70	Page 66
Statement of changes in equity.....	Pages 72-73	Pages 68-69
Cashflow statement.....	Page 74	Page 70
Accounting policies and explanatory notes.....	Pages 77-258	Pages 76-219
Auditors' reports.....	Pages 65-67	Pages 59-62

<b>Mediobanca International - Non- Consolidated interim report</b>		
<b>for the six months ended 31 December</b>	<b>2018</b>	<b>2017</b>
Statement of comprehensive income.....	Page 21	Page 21
Cash flow statement.....	Page 23	Page 26
Statement of changes in equity.....	Page 22	Page 24
Accounting policies and explanatory notes.....	Page 27	Pages 26-98
Auditors' reports.....	-	Pages 16-17

## SUPPLEMENTS AND FURTHER PROSPECTUSES

The Issuers will prepare a replacement prospectus setting out the changes in the operations and financial conditions of the Issuer at least every year after the date of this Base Prospectus and each subsequent Base Prospectus.

The Issuers have given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to the information contained in this Base Prospectus which is capable of affecting the assessment of the Securities, they shall prepare a supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Securities and shall supply to each Dealer a number of copies of such supplement as a Dealer may reasonably request.

In addition, the Issuers and the Guarantor may agree with any Dealer to issue Securities in a form not contemplated in the sections of this Base Prospectus entitled "*Form of Final Terms*". To the extent that the information relating to that Tranche of Securities constitutes a significant new factor in relation to the information contained in this Base Prospectus, a separate prospectus specific to such Tranche (a "**Drawdown Prospectus**") will be made available and will contain such information. Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the relevant Issuer and (if applicable) the Guarantor and the relevant Securities or (2) pursuant to Article 5.3 of the Prospectus Directive, by a registration document containing the necessary information relating to the relevant Issuer and (if applicable) the Guarantor, a securities note containing the necessary information relating to the relevant Securities and, if necessary, a summary note. In the case of a Tranche of Securities which is the subject of a Drawdown Prospectus, references in this Base Prospectus to information specified or identified in the Final Terms shall (unless the context requires otherwise) be read and construed as information specified or identified in the relevant Drawdown Prospectus.

## FORMS OF THE SECURITIES

### *Form*

Each Series of Securities will on issue be constituted by either (a) in the case of Securities with a maturity of more than one year, a temporary global security in bearer form (the "**Temporary Global Security**") or (b) in the case of Securities with a maturity of one year or less, a permanent global security in bearer form (the "**Permanent Global Security**") and together with the Temporary Global Security, the "Global Securities" and each a "**Global Security**") as indicated in the applicable Final Terms which, in either case, will be deposited with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and/or deposited directly with Monte Titoli S.p.A. and/or any other centralised custodian appointed by the Issuers (a "**Centralised Custodian**").

The relevant Final Terms will specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (the "**TEFRA C Rules**") or United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**") are applicable in relation to the Securities or, if the Securities do not have a term of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

On or after the 40th day following the Issue Date of the Securities (the "**Exchange Date**") the Temporary Global Security will be exchangeable (a) for a Permanent Global Security or (b) for Securities in definitive form ("**Definitive Securities**"), as indicated in the applicable Final Terms and in each case only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Security are not United States persons or persons who have purchased for resale to any United States person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certification received) to the Fiscal Agent.

A Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for Definitive Securities only upon the occurrence of an Exchange Event. For these purposes, "Exchange Event" means that:

- (i) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business, or
- (ii) the relevant Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Permanent Global Security in definitive form.

The Issuer will promptly give notice to Securityholders in accordance with Condition 8 (*Notices*) of the Terms and Conditions of the Securities if an Exchange Event occurs. No Definitive Security delivered in exchange for a Temporary Global Security or a Permanent Global Security, as the case may be, will be mailed or otherwise delivered to any location in the United States or its possessions.

### *Terms and Conditions applicable to the Securities*

The applicable Final Terms for the Securities will be attached to or incorporated by reference into the Global Security and completes the Terms and Conditions of the Securities.

### *Legend concerning United States persons*

The following legend will appear on all Securities with a maturity of more than 365 days:

"Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

### *Dematerialised form*

If the relevant Final Terms specifies the form of the Securities as being "Dematerialised form", then the Securities will not be represented by paper certificates and the transfer and exchange of Securities will take place exclusively through an electronic book-entry system managed by Monte Titoli S.p.A. or any other Centralised Custodian appointed by the Issuers. Accordingly, all Securities shall be held by their owners with an intermediary participant

in the relevant Centralised Custodian. The intermediary will in turn hold the Securities with the Centralised Custodian.

To transfer an interest in the Securities, the transferor and the transferee are required to give instructions to their respective intermediaries. If the transferee is a client of the transferor's intermediary, the intermediary will simply transfer the Securities from the Transferor's account to the account of the transferee. If, however, the transferee is a client of another intermediary, the transferor's intermediary will instruct the centralised clearing system to transfer the Securities to the account of the transferee's intermediary, which will then register the Securities on the transferee's account.

Each intermediary maintains a custody account for each of its clients. This account sets out the financial instruments of each client and the records of all transfers, interest payments, charges or other encumbrances on such instruments. The account holder or any other eligible party may submit a request to the intermediary for the issue of a certified account statement.

In such circumstances, it will not be possible for a Securityholder to obtain physical delivery of Securities certificates representing the Securities.

## TERMS AND CONDITIONS OF THE SECURITIES

*The following is the text of the Terms and Conditions of the Securities which will include the additional terms and conditions contained in Annex 1 (Additional Terms and Conditions relating to Formulas) in relation to the formulas for Securities, the additional terms and conditions contained in Annex 2 (Additional Terms and Conditions for Index Securities) in the case of Index Securities, the additional terms and conditions contained in Annex 3 (Additional Terms and Conditions for Share Securities) in the case of Share Securities, the additional terms and conditions contained in Annex 4 (Additional Terms and Conditions for ETI Securities) in the case of ETI Securities, the additional terms and conditions contained in Annex 5 (Additional Terms and Conditions for Debt Securities) in the case of Debt Securities, the additional terms and conditions contained in Annex 7 (Additional Terms and Conditions for Inflation Index Securities) in the case of Inflation Index Securities, the additional terms and conditions contained in Annex 8 (Additional Terms and Conditions for Currency Securities) in the case of Currency Securities, the additional terms and conditions contained in Annex 9 (Additional Terms and Conditions for Fund Securities) in the case of Fund Securities, the additional terms and conditions contained in Annex 10 (Additional Terms and Conditions for Futures Securities) in the case of Futures Securities, the additional terms and conditions contained in Annex 11 (Additional Terms and Conditions for Underlying Interest Rate Securities) in the case of Underlying Interest Rate Securities, the additional terms and conditions contained in Annex 13 in the case of OET Warrants (Additional Terms and Conditions for OET Warrants) (each, an "Annex" and, together the "Annexes") (the "Conditions") which will be incorporated by reference into each Global Security or, in the case of Dematerialised Securities (as defined below), will apply to such Securities. In the case of Securities (other than Dematerialised Securities), the applicable Final Terms (or the relevant provisions thereof) will be attached to each Global Security.*

For the purposes of Securities which are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive ("**Exempt Securities**"), references in these Terms and Conditions to "Final Terms" shall be deemed to be references to "Pricing Supplement". The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the relevant Member State of the European Economic Area.

Mediobanca - Banca di Credito Finanziario S.p.A. ("**Mediobanca**") and Mediobanca International (Luxembourg) S.A. ("**Mediobanca International**") (each, an "**Issuer**" and, together, the "**Issuers**") have established an Issuance Programme (the "**Programme**") for the issuance of warrants ("**Warrants**" or "**Securities**"), guaranteed by Mediobanca (in its capacity as guarantor, the "**Guarantor**") in respect of Securities issued by Mediobanca International.

The Securities are issued pursuant to an amended and restated Issue and Paying Agency Agreement dated 11 July 2019, as amended or supplemented from time to time, (the "**Issue and Paying Agency Agreement**") between the Issuers, the Guarantor, BNP Paribas Securities Services, Luxembourg Branch, as fiscal agent and principal paying agent (the "**Fiscal Agent**") and Mediobanca in its capacity as Italian paying agent (the "**Italian Paying Agent**") and together with the Fiscal Agent and any additional or other paying agents in respect of the Securities from time to time appointed, the "**Paying Agents**") and with the benefit of deeds of covenant dated 11 July 2019 (each, a "**Deed of Covenant**" and, together, the "**Deeds of Covenant**"), each of them executed by the relevant Issuer in respect of Securities issued by such Issuer. The Guarantor has, for the benefit of the holders of Securities issued by Mediobanca International from time to time, executed and delivered a deed of guarantee (the "**Deed of Guarantee**") dated 11 July 2019 under which it has guaranteed, in accordance with the terms and subject to limitations of the Deed of Guarantee, the due and punctual payment of the amounts due and the performance of any non-cash delivery obligations by Mediobanca International under the Securities and the Deed of Covenant as and when the same shall become due and payable or deliverable, as the case may be (the "**Guarantee of the Securities**").

The Securityholders (as defined in Security Condition 1.2 (*Title to Securities*)) are entitled to the benefit of and are deemed to have notice of all of, and are bound by the provisions of, the Issue and Paying Agency Agreement and the applicable Final Terms, applicable to them.

Securities issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Securities. The terms and conditions applicable to any particular Tranche of Securities are these Conditions, as completed by the relevant Final Terms (the "**Final Terms**"). In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail. All subsequent references in these Conditions to "**Securities**" are to the Securities which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available during normal business hours at the

specified office of the Fiscal Agent, the initial specified office of which is set out below, save that if the Securities are unlisted, the applicable Final Terms will only be obtainable by a Securityholder and such Securityholder must produce evidence satisfactory to the relevant Fiscal Agent as to identity. Certain provisions of these Conditions are summaries of the Issue and Paying Agency Agreement and are subject to their detailed provisions.

The Final Terms issued in respect of each issue of Securities will specify whether the relevant Issuer is Mediobanca or Mediobanca International. In these Conditions of the Securities, any reference to a statute or regulation shall be construed as a reference to such statute or regulation as the same may have been, or may from time to time be, amended or re-enacted.

Copies of the Issue and Paying Agency Agreement, the Deeds of Covenant and the Deed of Guarantee are available for inspection at the specified office of the Paying Agent.

Securities issued under the Programme will be in the form of Warrants and references in these Conditions to "**Security**" and "**Securities**" will be construed accordingly. References herein to the applicable Final Terms are to Part A of the Final Terms or each Final Terms (in the case of any further securities issued pursuant to Security Condition 10 (*Further Issues*) and forming a single series with the Securities) (which for the avoidance of doubt may be issued in respect of more than one series of Securities) attached to the global security in bearer form representing the Securities (the "**Global Security**") or, in the case of Dematerialised Securities, will applying to such Securities, insofar as it relates to the Securities.

For the avoidance of doubt, any reference in the Conditions to a level, value, price, percentage, number, amount or date to be indicated in the relevant Final Terms, should be interpreted as reference to one or more of such levels, values, prices, percentages, numbers, amounts or dates, based on what will be indicated in the relevant Final Terms.

## 1. TYPE, TITLE AND TRANSFER

### 1.1 *Type*

The Securities relate to (i) a specified index or basket of indices or futures or options contracts related to a specified index or basket of indices ("**Index Securities**"), (ii) a specified share or basket of shares, or a specified depository receipt (a "**GDR/ADR**") referencing a share (an "**Underlying Share**") or basket of GDRs and/or ADRs ("**Share Securities**"), (iii) a specified interest in an exchange traded fund, an exchange traded note, an exchange traded commodity or any other exchange traded product (each an "**exchange traded instrument**") or basket of interests in exchange traded instruments ("**ETI Securities**"), (iv) a specified debt instrument or basket of debt instruments or futures or options contracts related to a specified debt instrument or basket of debt instruments (synthetic or otherwise) ("**Debt Securities**"), (v) a specified inflation index or basket of inflation indices ("**Inflation Index Securities**"), (vi) a specified currency or basket of currencies or futures or options contracts related to a specified currency or basket of currencies ("**Currency Securities**"), (vii) a specified fund share or unit or basket of fund shares or units ("**Fund Securities**"), (viii) a specified futures contract or basket of futures contract(s) ("**Futures Securities**"), (ix) a specified underlying interest rate or basket of underlying interest rates ("**Underlying Interest Rate Securities**"), (x) and/or any combination of such indices, shares, interests in exchange traded instruments, debt instruments, inflation indices, currencies, fund shares or units, futures contract(s), underlying interest rate(s) and other asset classes or types ("**Hybrid Securities**").

If the Securities are Hybrid Securities and Hybrid Securities is specified as applicable in the applicable Final Terms, the terms and conditions of the Securities will be construed on the basis that in respect of each separate type of underlying reference asset or basis, the relevant terms applicable to each such separate type of underlying reference asset or basis will apply, as the context admits, separately and independently in respect of the relevant type of underlying reference asset or basis, except as specified in the applicable Final Terms.

The applicable Final Terms will indicate:

- (i) whether settlement shall be by way of cash payment ("**Cash Settled Securities**") or physical delivery ("**Physical Delivery Securities**");
- (ii) whether Averaging ("**Averaging**") will apply to the Securities; and

- (iii) if Averaging is specified as applying in the applicable Final Terms, the relevant Averaging Dates and, if an Averaging Date is a Disrupted Day as defined in Security Condition 3 below (*Definitions*), whether Omission, Postponement or Modified Postponement (each as defined in Security Condition 3 (*Definitions*)) applies.

References in these Conditions, unless the context otherwise requires, to Cash Settled Securities shall be deemed to include references to Physical Delivery Securities, which include an option (as set out in the applicable Final Terms) at the relevant Issuer's election to request cash settlement of such Security and where settlement is to be by way of cash payment. References in the Conditions, unless the context otherwise requires, to Physical Delivery Securities shall be deemed to include references to Cash Settled Securities which include an option (as set out in the applicable Final Terms) at the relevant Issuer's election to request physical delivery of the relevant underlying asset in settlement of such Security and where settlement is to be by way of physical delivery.

## 1.2 *Title to Securities*

In the case of Securities represented by a Global Security held by a common depository on behalf of a relevant Clearing System, each person who is for the time being shown in the records of the relevant Clearing System(s) as the holder of a particular number of Securities (in which regard any certificate or other document issued by the relevant Clearing System(s) as to the number of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the relevant Issuer, the Guarantor, if any, the Paying Agents and the Calculation Agent and all other persons dealing with such person as the holder of such number of Securities for all purposes (and the expressions "**Securityholder**", "**Warrantholder**" and "**holder of Securities**" and related expressions shall be construed accordingly).

In the case of Dematerialised Securities, the person who is for the time being shown in the records of the relevant Clearing System(s) as the holder of a particular amount of Securities (in which regard any certificate, record or other document issued by the relevant Clearing System(s) as to the amount of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall (except as otherwise required by applicable law) be treated for all purposes by the Issuer, the Guarantor, if any, the Paying Agents and the Calculation Agent and all other persons dealing with such person as the holder thereof and as the holder of such number of Securities for all purposes (and the expressions "**Securityholder**", "**Warrantholder**" and "**holder of Securities**" and related expressions shall be construed accordingly, except where the Securities are Italian Dematerialised Securities, in which case "**Securityholder**", "**Warrantholder**" and "**holder of Securities**" will be exclusively deemed to be the beneficial owner of the Securities). The Issuer shall cause Italian Dematerialised Securities to be dematerialised and centralised with Monte Titoli S.p.A., pursuant to Italian legislative Decree No. 58/1998 as amended and integrated by subsequent implementing provisions.

## 1.3 *Transfers of Securities*

For so long as the Securities are represented by Securities in definitive form ("**Definitive Securities**"), title to the Securities will pass by delivery.

For so long as the Securities are represented by a Global Security, all transactions (including transfers of Securities) in the open market or otherwise must be effected through an account at the relevant Clearing System(s), subject to and in accordance with the rules and procedures for the time being of the relevant Clearing System(s). Title will pass upon registration of the transfer in the books of the relevant Clearing System(s).

If the relevant Final Terms specifies that the Securities will be held in dematerialised form ("**Dematerialised Securities**"), then the Securities will not be represented by paper certificates and the transfer and exchange of Securities will take place exclusively through an electronic book-entry system managed by Monte Titoli S.p.A. or any other centralised custodian appointed by the Issuers (the "**Centralised Custodian**"). Accordingly, all Securities in dematerialised form shall be held by their owners with an intermediary participant the relevant Centralised Custodian. The intermediary will in turn hold the Securities with the Centralised Custodian.

Any reference herein to a Clearing System(s), Euroclear and/or Clearstream, Luxembourg and/or Monte Titoli S.p.A. shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the relevant Issuer and the Fiscal Agent from time to time and notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

Any transfer or attempted transfer within the United States or to, or for the account or benefit of, a United States person shall be null and void *ab initio* and shall vest no rights in the purported transferee (the "**Disqualified Transferee**") and the last preceding holder that was not a Disqualified Transferee shall be restored to all rights as a Securityholder thereof retroactively to the date of transfer of such interest by the relevant Securityholder.

## 2. STATUS OF THE SECURITIES AND THE GUARANTEE

### 2.1 *Status of the Securities*

The Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law and subject to any Italian Bail-in Power, with reference to Securities issued by Mediobanca, and any Luxembourg Bail-in Power, with reference to Securities issued by Mediobanca International) equally with all other unsecured obligations other than subordinated obligations), if any, of the relevant Issuer from time to time outstanding.

### 2.2 *Status of Guarantee*

The Guarantee of the Securities constitutes direct, unconditional, unsubordinated and unsecured obligations of the Guarantor pursuant to the terms and conditions and subject to the limitations set out in the Deed of Guarantee which will rank at all times at least *pari passu* without any preference among themselves and equally with all other present and future unsecured and unsubordinated obligations of the Guarantor, save for certain mandatory exceptions of applicable law and subject to any Italian Bail-in Power.

As more fully set forth in the Guarantee, the Guarantor shall at all times have the right, at its sole and unfettered discretion, to elect not to deliver or procure delivery of the Entitlement to the holders of Physical Delivery Securities when the same shall become due and deliverable, but *in lieu* thereof to pay an amount in cash determined by the Guarantor acting in good faith and in a commercially reasonable manner equal to the Guaranteed Cash Settlement Amount. The "**Guaranteed Cash Settlement Amount**" in respect of each Security means an amount calculated pursuant to the terms of, or as specified in, the applicable Final Terms or, if not specified in the applicable Final Terms, an amount equal to the fair market value of the Entitlement in respect of such Security on any date notified as such by the Guarantor to the relevant Issuer and the Calculation Agent, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as determined by the Guarantor acting in good faith and in a commercially reasonable manner.

Any payment of the Guaranteed Cash Settlement Amount, *in lieu* of the Entitlement shall constitute a complete discharge of the Guarantor's obligations in respect of such Physical Delivery Securities.

## 3. DEFINITIONS

For the purposes of these Security Conditions, the following general definitions will apply:

"**Actual Exercise Date**" means the Exercise Date (in the case of European Style Warrants) or, subject to Condition 18, the date during the Exercise Period (in the case of American Style Warrants) on which the Warrant is actually or is deemed exercised or is automatically exercised (as more fully set out in Condition 18);

"**Additional Disruption Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Adjustment Date**" is as defined in Security Condition 15(b);

"**Administrator/Benchmark Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**AES Range Level**" is as defined in Security Condition 19.9(c);

"**AES Range Level 1**" is as defined in Security Condition 19.9(c);

"**AES Range Level 2**" is as defined in Security Condition 19.9(c);

"**Affected Component Security**" is as defined in this Security Condition 3 (*Definitions*) under the definition of Strike Date and the definition of Valuation Date;

"**Affected Item**" is as defined in this Security Condition 3 (*Definitions*) under the definition of Averaging Date, Strike Date, Valuation Date;

"**Affected Relevant Assets**" is as defined in Security Condition 13.1 (*Definitions*);

"**Affected Share**" is as defined in Security Condition 13.2(c) and Share Security Condition 5.2(e);

"**Affiliate**" means in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes control means ownership of a majority of the voting power of an entity;

"**Alternate Cash Amount**" is as defined in Security Condition 4.5 (*Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*);

"**Alternative Currency**" is the currency alternative to the Base Currency, indicated in the relevant Final terms;

"**Annex**" is as defined in the first paragraph of these Security Conditions;

"**Applicable Banking Regulations**" is as defined in Security Condition 13.1 (*Definitions*);

"**Automatic Early Expiration Amount**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 1 (*Definitions*);

"**Automatic Early Expiration Event**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 1 (*Definitions*);

"**Automatic Early Expiration Date**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 1 (*Definitions*);

"**Automatic Early Expiration Level**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Payout**" is as defined in Formulas Condition 2.1 (*Automatic Early Expiration Payouts Formulas*);

"**Automatic Early Expiration Valuation Date**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 1 (*Definitions*);

"**Averaging**" is as defined in Security Condition 1.1(ii) (*Type*);

"**Averaging Date**" means, in respect of an Actual Exercise Date:

(a) in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Futures Securities, each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (i) if "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant value, level, price or amount provided that, if through the operation of this provision no Averaging Date would occur in respect of such Actual Exercise Date, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant value, level, price or amount on the final Averaging Date with respect of such Actual Exercise Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (ii) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant value, level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (iii) if "**Modified Postponement**" is specified as applying in the applicable Final Terms, then:
  - (A) where the Securities are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest or Futures Securities relating to a single Future, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of such Actual Exercise Date, then (I) that last consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last consecutive Scheduled Trading Day is already an Averaging Date), and (II) the Calculation Agent shall determine the relevant value, level, price or amount for that Averaging Date in accordance with sub-paragraph (a)(i) of the definition of "Valuation Date" below; and
  - (B) where the Securities are Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the level of the Component Security Index for the Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the relevant level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(ii) of the definition of "Valuation Date" below;
  - (C) where the Securities are Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket or Futures Securities relating to a Basket of Futures, the Averaging Date for each Index, Share, ETI Interest or Future not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index, Share, ETI Interest or Future affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index, Share, ETI Interest or Future. If the first succeeding Valid Date in relation to such Index, Share, ETI Interest or Future has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of such Actual Exercise Date, then (I) the last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether such last consecutive Scheduled Trading Day is

already an Averaging Date) in respect of such Index, Share, ETI Interest or Future, and (II) the Calculation Agent shall determine the relevant value, level, price, or amount for that Averaging Date in accordance with sub-paragraph (a)(iii) of the definition of "Valuation Date" below; and

- (D) where the Warrants are Index Securities relating to a Basket of Component Security Indices, the Averaging Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below and the Averaging Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the provisions of sub-paragraph (a)(iv) of the definition of "Valuation Date" below;
- (b) in the case of Open End Warrants, the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to the Securityholders in accordance with Security Condition 8 (*Notices*) at the latest on the tenth (10th) Business Day preceding the contemplated Averaging Date;

"**Base Currency**" is the currency specified as such in the Final Terms;

"**Basket**" means in respect of any Underlying Reference constituted by more than one item, the basket composed of such items in the relative proportions and/or numbers specified in the Final Terms;

"**Basket of Underlying References**" is as defined in Security Condition 19.9(c);

"**Benchmark**" is as defined in Security Condition 13.1 (*Definitions*);

"**Benchmark Modification or Cessation Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**BMR**" is as defined in Security Condition 13.1 (*Definitions*);

"**BRRD**" is as defined in Security Condition 13.1 (*Definitions*);

"**Business Day**" means (i) a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) and on which the relevant Clearing System(s) is open for business, (ii) if TARGET2 System is specified as a Business Day Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open (a "**TARGET2 Settlement Day**") and (iii) for the purposes of making payments in euro, any TARGET2 Settlement Day. If any date referred to in these Conditions which is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is (i) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day, (ii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day, (iii) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day or (iv) the Modified Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day unless it would thereby fall into the previous calendar month, in which event such date shall be brought forward to the immediately following Business Day;

"**Calculated Additional Disruption Amount**" is as defined in Security Condition 13.2(b)(ii);

"**Calculated Additional Disruption Amount Determination Date**" is as defined in Security Condition 13.2(b)(ii);

**"Calculation Agent"** means Mediobanca - Banca di Credito Finanziario S.p.A. or the different entity indicated in the relevant Final Terms;

**"Cash Settlement Amount"** means, in relation to a Cash Settled Security, the amount (which may never be less than zero) which the Securityholder is entitled to receive on the Settlement Date in the Settlement Currency in relation to each such Security or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, in each case as specified in the applicable Final Terms or determined by the Calculation Agent in accordance with the Final Payouts included in Annex 1 (*Additional Terms and Conditions relating to Formulas*), provided in each case that the Cash Settlement Amount will not be greater than the Maximum Amount (if any) and will not be less than the Minimum Amount (if any), as specified in the relevant Final Terms. The Cash Settlement Amount shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention, provided that if Rounding Convention 2 is specified as applicable in the applicable Final Terms, the Cash Settlement Amount shall not be subject to rounding but Securities of the same Series held by the same Securityholder will be aggregated for the purpose of determining the aggregate Cash Settlement Amount in respect of such Securities and such aggregate of Cash Settlement Amounts will be rounded down to the nearest whole sub-unit of the Settlement Currency in such manner as the Calculation Agent shall determine, provided that if the Final Payout is zero, no amount shall be payable in respect of the relevant Warrant (and such Warrant shall expire worthless).

If the Cash Settlement Amount is not an amount in the Settlement Currency, if specified in the applicable Final Terms it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

**"Change in Law"** is as defined in Security Condition 13.1 (*Definitions*);

**"Clearing System"** shall mean Euroclear and/or Clearstream, Luxembourg and/or Monte Titoli S.p.A. or such other clearing system or Centralised Custodian as may be specified in the applicable Final Terms;

**"Component"** means in respect of any Underlying Reference constituted by a Basket, each component comprised in such Basket;

**"CRD IV"** is as defined in Security Condition 13.1 (*Definitions*);

**"CRD IV Directive"** is as defined in Security Condition 13.1 (*Definitions*);

**"CRD IV Implementing Measure"** is as defined in Security Condition 13.1 (*Definitions*);

**"CRR"** is as defined in Security Condition 13.1 (*Definitions*);

**"Currency Event"** is as defined in Security Condition 13.1 (*Definitions*);

**"Currency Securities"** is as defined in Security Condition 1.1 (*Type*);

**"Day Count Fraction"** is as defined in Security Condition 19.9(c) and in Formulas Condition 1.1(kkk);

**"Debt Instruments"** and **"Debt Instrument"** mean, subject to adjustment in accordance with Annex 5 (*Additional Terms and Conditions for Debt Securities*), in the case of an issue of Securities relating to a Basket of Debt Instruments, each debt instrument and, in the case of an issue of Securities relating to a single Debt Instrument, the debt instrument, specified in the applicable Final Terms and related expressions shall be construed accordingly;

**"Debt Securities"** is as defined in Security Condition 1.1 (*Type*);

**"Disqualified Transferee"** is as defined in Security Condition 1.3 (*Transfers of Securities*);

**"Disrupted Amount"** is as defined in Security Condition 4.6(v);

**"Disrupted Day"** is as defined in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*) in Debt Security Condition 11 (*Definitions*), in Currency Security Condition 1 (*Definitions*) and in Futures Security Condition 1 (*Definitions*);

**"Disrupted Settlement Date"** is as defined in Security Condition 4.6(v);

**"Early Expiration Entitlement"** is as defined in Security Condition 19.9(c);

**"Early Closure"** is as defined in Index Security Condition 1 (*Definitions*), Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*) and Futures Security Condition 1 (*Definitions*);

**"Entitlement"** means, in relation to a Physical Delivery Security or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, and an Underlying Reference or, as the case may be, a Component, the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Securityholder is entitled to receive on the Settlement Date in respect of each such Security following payment of the Exercise Price (any other sums payable) and Expenses rounded down as provided in Security Condition 18.3 (*Physical Settlement*), as determined by the Calculation Agent including any documents evidencing such Entitlement which amount will be the Entitlement Amount specified in the applicable Final Terms.

**"Entitlement Amount"** means, in relation to a Physical Delivery Security, the amount specified in the applicable Final Terms or determined by the Calculation Agent in accordance with the following:

- (a) If MFP Entitlement Amounts is specified as applicable in the applicable Final Terms, the amount determined in accordance with the Entitlement Amount Formulas set out in Annex 1 (*Additional Terms and Conditions relating to Formulas*);
- (b) Otherwise:
  - (i) the Entitlement Units; multiplied by
  - (ii) the Entitlement Multiplier; multiplied by
  - (iii) in respect of any Underlying Reference constituted by a Basket, the relevant Weighting;

**"Entitlement Units"** is as defined in the applicable Final Terms;

**"Entitlement Multiplier"** is as defined in the applicable Final Terms;

**"Established Rate"** is as defined in Security Condition 15(b);

**"ETI OET Warrant"** means an ETI Security that is an OET Warrant;

**"ETI Securities"** is as defined in Security Condition 1.1 (*Type*);

**"Euroclear"** means Euroclear Bank SA/NV;

**"Euronext Dublin"** means the Irish Stock Exchange plc trading as Euronext Dublin;

**"Exchange Disruption"** is as defined in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*) and Futures Security Condition 1 (*Definitions*);

**"Exchange Rate"** means the applicable rate of exchange indicate in the relevant Final Terms;

**"Exercise Business Day"** means:

- (a) in the case of Cash Settled Securities, a day that is a Business Day; and
- (b) in the case of Physical Delivery Securities, a day that is a Business Day and a Scheduled Trading Day;

**"Exercise Date"** is as defined in the relevant Final Terms;

**"Exercise Period"** is as defined in the relevant Final Terms;

"**Exercise Price**" is as specified in the applicable Final Terms;

"**Expenses**" is as defined in Security Condition 9(a);

"**Expiration Date**" means the last day of the Exercise Period;

"**Extraordinary External Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Failure to Deliver due to Illiquidity**" is as defined in Security Condition 4.2(*Failure to Deliver due to Illiquidity*) and Security Condition 13.1 (*Definitions*);

"**Failure to Deliver Settlement Price**" is as defined in Security Condition 13.2;

"**Final Payout**" is as defined in Formulas Condition 1.1 (*Final Payouts Formulas*);

"**First Settlement Currency**" is the currency specified as such in the applicable Final Terms;

"**Fund Business Day**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Future**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Futures Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Index**" is as defined in Index Security Condition 1 (*Definitions*);

"**FX Settlement Disruption Currency**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Cut-off Date**" is as defined in Security Condition 4.6(ii)(A);

"**FX Settlement Disruption Event**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Exchange Rate**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Expenses**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Notice**" is as defined in Security Condition 4.6(i);

"**GDR/ADR**" is as defined in Security Condition 1.1 (*Type*) and Share Security Condition 9 (*Definitions relating to GDR/ADR*);

"**Government Authority**" is as defined in Security Condition 13.1 (*Definitions*);

"**Guaranteed Cash Settlement Amount**" is as defined in Security Condition 2.2 (*Status of Guarantee*);

"**Hedge**" is as defined in Security Condition 13.1;

"**Hedging Disruption**" is as defined in Security Condition 13.1 (*Definitions*);

"**Hedging Shares**" is as defined in Security Condition 13.1 (*Definitions*) and ETI Security Condition 1 (*Definitions*);

"**Hybrid Business Day**" has the meaning given to such term in the applicable Final Terms;

"**Hybrid Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Increased Cost of Hedging**" is as defined in Security Condition 13.1 (*Definitions*);

"**Increased Cost of Stock Borrow**" is as defined in Security Condition 13.1 (*Definitions*);

**"Index Securities"** is as defined in Security Condition 1.1 (*Type*);

**"Inflation Index Securities"** is as defined in Security Condition 1.1 (*Type*);

**"Initial Stock Loan Rate"** is as defined in Security Condition 13.1 (*Definitions*);

**"Insolvency Filing"** is as defined in Security Condition 13.1 (*Definitions*);

**"Intervening Period"** is as defined in Security Condition 4.4 (*Intervening Period*);

**"Issue Date"** is as defined in the relevant Final Terms;

**"Issue Price"** is as defined in the relevant Final Terms;

**"Italian Bail-in Power"** is as defined in Security Condition 13.1 (*Definitions*);

**"Italian Dematerialised Securities"** means Securities issued in uncertificated and dematerialised form into Monte Titoli pursuant to Italian legislative Decree No. 58/1998 as amended and integrated by subsequent implementing provisions;

**"Italian Listed Securities"** means Securities in respect of which the applicable Final Terms state that an application will be made or has been made to admit such Securities to trading on the Italian Stock Exchange or the Multilateral Trading Facility (the "**EuroTLX**"), organised and managed by EuroTLX Sim S.p.A., as the case may be, and the expression "**Italian Listed Warrants**" shall be construed accordingly;

**"Italian Stock Exchange"** means the Multilateral Trading Facility of securitised derivatives financial instruments (the "**SeDeX**"), organised and managed by Borsa Italiana S.p.A.;

**"Jurisdiction Event"** is as defined in Security Condition 13.1 (*Definitions*);

**"Knock-in Determination Day"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Determination Period"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Event"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Level"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Period Beginning Date"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Period Ending Date"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Range Level"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-in Valuation Time"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Determination Day"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Determination Period"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Event"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Level"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Period Beginning Date"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Period Ending Date"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Range Level"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Knock-out Valuation Time"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Level"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

**"Local Currency"** is as defined in Security Condition 13.1 (*Definitions*);

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

**"Loss of Stock Borrow"** is as defined in Security Condition 13 (*Additional Disruption Events And Optional Additional Disruption Events*) and ETI Security Condition 1 (*Definitions*);

**"Luxembourg Bail-in Power"** is as defined in Security Condition 13.1 (*Definitions*);

**"Market Disruption Event"** is as defined in Index Security Condition 2 (*Market Disruption*), in Share Security Condition 2 (*Market Disruption*), ETI Security Condition 2 (*Market Disruption*), Debt Security Condition 3 (*Market Disruption*) and Futures Security Condition 2 (*Market Disruption*);

**"Maximum Amount"** is as defined in the applicable Final Terms;

**"Minimum Amount"** is as defined in the applicable Final Terms;

**"Maximum Stock Loan Rate"** is as defined in Security Condition 13.1 (*Definitions*) and ETI Security Condition 1 (*Definitions*);

**"Monte Titoli Accountholder"** means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli which has credited to its securities account with Monte Titoli one or more entries in respect of the Securities held in book-entry form (except for Monte Titoli in its capacity as an accountholder of another Clearing System);

**"National Currency Unit"** is as defined in Security Condition 15(b);

**"Non-Approval Event"** is as defined in Security Condition 13.1 (*Definitions*);

**"Observation Date"** means:

- (a) in the case of Securities (other than Open End Warrants), each date specified as an Observation Date in the applicable Final Terms or if any such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Futures Securities), the immediately following Scheduled Trading Day. The provisions contained in the definition of "Averaging Date" shall apply if any such day is a Disrupted Day, *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date" unless Observation Day Disruption Consequences is specified as not applicable in the applicable Final Terms, in which case such date will be an Observation Date notwithstanding the occurrence of a Disrupted Day and in the case of Index Securities, Share Securities, ETI Securities, Debt

Securities or Futures Securities, the provisions of (a)(i)(B), (a)(ii), (a)(iii)(B) or (a)(iv), as applicable, of the definition of "Valuation Date" will apply for the purposes of determining the relevant value, level, price or amount on such Observation Date as if such Observation Date were a Valuation Date that was a Disrupted Day;

- (b) in the case of Open End Warrants, the date designated as such by the Issuer, provided that such date is determined by the Issuer and notified to the Securityholders in accordance with Security Condition 8 (*Notices*) at the latest on the tenth (10th) Business Day preceding the contemplated Observation Date;

**"Observation Period"** means the period specified in the relevant Final Terms;

**"Open End Warrant"** means a Warrant in respect of which "Open End" is specified as applicable in the relevant Final Terms and which may be settled on a date determined by the Issuer, subject to the other provisions of these Conditions;

**"Optional Additional Disruption Event"** is as defined in Security Condition 13.1 (*Definitions*);

**"Original Currency"** is as defined in Security Condition 15(a)(ii);

**"Protected Amount"** means the amount specified as such in the applicable Final Terms;

**"Reference Banks"** means the four (or, if the Relevant Financial Centre is Helsinki, five) major banks selected by Issuer;

**"Reference Rate Determination Agent"** is as defined in Security Condition 19.9(d)(ii);

**"Rejection Event"** is as defined in Security Condition 13.1 (*Definitions*);

**"Relevant Adjustment Provisions"** is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*) Security Condition 19.9 (*Automatic Early Expiration*) and Security Condition 19.9(c);

**"Relevant Asset"** means the asset or assets specified in the Final Terms that constitute the Entitlement;

**"Relevant Authority"** is as defined in Security Condition 13.1 (*Definitions*);

**"Relevant Currency"** is as defined in Security Condition 4.6(v);

**"Scheduled Closing Time"** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject to the definition of Valuation Time;

**"Scheduled Trading Day"** is as defined in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*), in Currency Security Condition 1 (*Definitions*), in Futures Security Condition 1 (*Definitions*), in Fund Security Condition 1 (*Definitions*) and in Debt Security Condition 11 (*Definitions*).

**"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

**"Second Settlement Currency"** is the currency specified as such in the applicable Final Terms;

**"Securities Act"** means the U.S. Securities Act of 1933, as amended;

**"Settlement Business Day"** has the meaning specified in the applicable Final Terms;

**"Settlement Date"** means, unless specified otherwise in the applicable Final Terms:

- (a) in relation to Cash Settled Securities and to each Actual Exercise Date:

- (i) where Averaging is not specified in the applicable Final Terms, the n<sup>th</sup> Business Day following the Valuation Date indicated in the applicable Final Terms provided that if the Securities relate to a Basket and the occurrence of a Disrupted Day has resulted in a Valuation Date for one or more Components being adjusted as set out in the definition of Valuation Date below, the Settlement Date shall be the fifth Business Day next following the last occurring Valuation Date in relation to any Component; or
  - (ii) where Averaging is specified in the applicable Final Terms, the fifth Business Day following the last occurring Averaging Date provided that where the Securities relate to a Basket and the occurrence of a Disrupted Day has resulted in an Averaging Date for one or more Components being adjusted as set out in the definition of Averaging Date above, the Settlement Date shall be the fifth Business Day next following the last occurring Averaging Date in relation to any Component, or such other date as is specified in the applicable Final Terms; and
- (b) in relation to Physical Delivery Securities, the date specified as such in the applicable Final Terms;

"**Settlement Disruption Event**" is as defined in Security Condition 4.1 (*Settlement Disruption*);

"**Settlement Disruption Amount**" is as defined in Security Condition 4.1 (*Settlement Disruption*);

"**Settlement Valuation Date**" has the meaning specified in the applicable Final Terms;

"**Share Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Significant Alteration Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Specified Maximum Days of Disruption**" means the number of Scheduled Trading Days specified in the applicable Final Terms;

"**SRM Regulation**" is as defined in Security Condition 13.1 (*Definitions*);

"**Stop-Loss Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Strike Date**" means, in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Futures Securities, the Strike Date specified in the applicable Final Terms, or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) where the Securities are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall determine the relevant level or price:
  - (i) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

- (ii) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day; or
- (b) in the case of Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:
  - (i) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and
  - (ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of the Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions.

- (c) in the case of Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to an ETI Basket, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Strike Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date and the Strike Date for each Index, ETI Interest, Share, Debt Instrument or Future affected, as the case may be (each an "**Affected Item**"), by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant value, level, price or amount using, in relation to the Affected Item:
  - (i) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
  - (ii) in the case of a Share, ETI Interest, Debt Instrument or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day; or
- (d) in the case of Index Securities relating to a Basket of Component Security Indices, the Strike Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and for each Component Security Index affected (an

"**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:

- (i) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Strike Date; and
- (ii) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Strike Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Strike Date shall be deemed to be the earliest date on which the Calculation Agent can determine the level of the Component Security Index in accordance with the above provisions; or

- (e) in the case of Underlying Interest Rate Securities, the Strike Date specified as such in the applicable Final Terms;

"**Strike Day**" means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day";

"**Strike Period**" means the period specified as such in the applicable Final Terms;

"**Substitute Asset**" and "**Substitute Assets**" is as defined in Security Condition 4.5 (*Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*);

"**Substitute Share**" is as defined in Security Condition 13.2(c) and Share Security Condition 5.2(e);

"**Substitution Date**" is as defined in Security Condition 13.2, Share Security Condition 5.2(e), ETI Security Condition 6.2(b);

"**Suspension/Withdrawal Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Trading Disruption**" is as defined in Index Security Condition 1 (*Definitions*) and in Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*) and Futures Security Condition 1 (*Definitions*).

"**Underlying Reference**" is as defined in OET Warrant Condition 1 (*Definitions*), Security Condition 14.7(*Definitions relating to Knock-in Event/Knock-out Event*), Security Condition 19.9 (*Automatic Early Expiration*), Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Reference Level**" is as defined in Security Conditions 19.9(c) and Formulas Condition 7 (*General Formulas Definitions*);

"**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in relation to the Exercise Date, as the case may be, does not or is not deemed to occur;

"Valuation Date" means:

- (a) in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Futures Securities, unless otherwise specified in the applicable Final Terms, (x) the Scheduled Trading Day immediately preceding the Actual Exercise Date or (y) the Actual Exercise Date (or, if such date is not a Scheduled Trading Day, the first Scheduled Trading Day following such date) or the first Scheduled Trading Day following the Actual Exercise Date of the relevant Warrant, as specified in the applicable Final Terms, unless in either case, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:
  - (i) where the Warrants are Index Securities relating to a single Index (other than a Component Security Index), Share Securities relating to a single Share, ETI Securities relating to a single ETI Interest, Debt Securities relating to a single Debt Instrument or Futures Securities relating to a single Future, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount:
    - (I) in the case of Index Securities, by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
    - (II) in the case of Share Securities, ETI Securities, Debt Securities or Futures Securities, in accordance with its good faith estimate of the relevant value, level, price or amount as of the Valuation Time on the last such consecutive Scheduled Trading Day;
  - (ii) in the case of Index Securities relating to a single Component Security Index, the Calculation Agent shall determine the relevant level for such Component Security Index using the formula for and method of calculating such Component Security Index last in effect prior to the occurrence of the first Disrupted Day using:
    - (I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and
    - (II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; or

- (iii) in the case of Index Securities relating to a Basket of Indices (other than a Basket of Component Security Indices), Share Securities relating to a Basket of Shares, ETI Securities relating to a Basket comprised of ETI Interests, Debt Securities relating to a Basket of Debt Instruments or Futures Securities relating to a Basket of Futures, the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future, as the case may be, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, Share, ETI Interest, Debt Instrument or Future affected, as the case may be, (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the relevant value, level, price or amount using, in relation to the Affected Item, the value, level, price or amount as applicable, determined using:
  - (I) in the case of an Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on that last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
  - (II) in the case of a Share, ETI Interest, Debt Security or Future, its good faith estimate of the value, level, price or amount for the Affected Item as of the Valuation Time on that last such consecutive Scheduled Trading Day; or
- (iv) in the case of Index Securities relating to a Basket of Component Security Indices, the Valuation Date for each Component Security Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and for each Component Security Index affected (an "**Affected Item**") by the occurrence of a Disrupted Day, the Calculation Agent shall determine the level of that Component Security Index using the formula for and method of calculating that Component Security Index last in effect prior to the occurrence of the first Disrupted Day, using:
  - (I) in respect of each Component Security not affected by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price of such Component Security as of the Valuation Time on the Scheduled Valuation Date; and
  - (II) in respect of each Component Security affected (each, an "**Affected Component Security**") by a Market Disruption Event on the Scheduled Valuation Date, the exchange traded or quoted price for each Affected Component Security on the first succeeding Scheduled Trading Day on which no Market Disruption Event occurs or is continuing with respect to the Affected Component Security, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a day on which a Market Disruption Event occurs or is continuing with respect to the Affected Component Security, in which case, the Calculation Agent shall determine the value, amount, level or price of such Affected Component Security using

its good faith estimate of the value, amount, level or price of the relevant Affected Component Security as of the Valuation Time on the last such consecutive Scheduled Trading Day; and

the Valuation Date shall be deemed to be the earliest date on which the Calculation Agent determines the level of the Component Security Index in accordance with the above provisions; and

- (b) in the case of Open End Warrants and for the purposes of the "Exercise, Valuation and Settlement" set out in the applicable Final Terms, the date designated as the Settlement Valuation Date by the Issuer, provided that such date is determined by the Issuer and notified to the Securityholders in accordance with Security Condition 8 (*Notices*) at the latest on the tenth (10th) Business Day preceding the contemplated Settlement Valuation Date;

and otherwise in accordance with the above provisions; and

**"Valuation Time"** means:

- (a) the Valuation Time specified in the applicable Final Terms; or
- (b) in the case of Index Securities relating to:
  - (i) a Composite Index, unless otherwise specified in the applicable Final Terms, (A) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (y) in respect of any options contracts or futures contracts on such Index, the close of trading on the Related Exchange; and (B) in all other circumstances, the time at which the official closing level of such Index is calculated and published by the Index Sponsor; or
  - (ii) Indices other than Composite Indices, Share Securities or ETI Securities unless otherwise specified in the applicable Final Terms, the Scheduled Closing Time on the relevant Exchange on the relevant Strike Date, Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index, Share or ETI Interest to be valued, provided that if the relevant Exchange closes prior to its Scheduled Closing Time or Valuation Time, as the case may be, is after the actual closing time for its regular trading session, the Valuation Time, shall be such actual closing time; and

**"Weighting"** means in respect of any Component comprised in a Basket, the percentage specified in the Final Terms.

#### 4. PHYSICAL DELIVERY PROVISIONS

##### 4.1 *Settlement Disruption*

If, following the exercise of Physical Delivery Securities, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on any Settlement Date then such Settlement Date for such Securities shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that the relevant Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security or, if applicable, Unit, as the case may be, by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Settlement Date shall be such day as the relevant Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Settlement Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Settlement Date.

In the event that a Settlement Disruption Event will result in the delivery on a Settlement Date of some but not all of the Relevant Assets comprising the Entitlement, the Calculation Agent shall determine in

its discretion the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Holder in respect of that partial settlement.

For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then *in lieu* of physical settlement and notwithstanding any other provision hereof, the relevant Issuer may elect in its sole discretion to satisfy and discharge its obligations in respect of the relevant Security or, if applicable, Unit, as the case may be, by payment to the relevant Securityholder of the Settlement Disruption Amount (as defined below) up to the 5th Business Day following the date that notice of such election is given to the Securityholders in accordance with Security Condition 8 (*Notices*). Payment of the Settlement Disruption Amount will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) that a Settlement Disruption Event has occurred provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Settlement Disruption Event. No Securityholder shall be entitled to any payment in respect of the relevant Security or, if applicable, Unit, as the case may be, in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the relevant Issuer or the Guarantor, if any.

For the purposes hereof:

**"Settlement Disruption Amount"** in respect of any relevant Security or, if applicable, Unit, as the case may be, shall be the fair market value of such Security or, if applicable, Unit, as the case may be, (disregarding, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non-affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets), less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the relevant Issuer acting in good faith and in a commercially reasonable manner, plus, if applicable and if already paid, the Exercise Price (or, whereas provided above some Relevant Assets have been delivered and a *pro rata* portion thereof has been paid, such *pro rata* portion); and

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, or, if the provision of Security Condition 2.2 (*Status of Guarantee*) applies, the Guarantor, an event beyond the control of the relevant Issuer or, if the provision of Security Condition 2.2 (*Status of Guarantee*) applies, the Guarantor, as a result of which the relevant Issuer or the Guarantor cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

#### 4.2 *Failure to Deliver due to Illiquidity*

**"Failure to Deliver due to Illiquidity"**, if specified as applicable in the applicable Final Terms, will be an Optional Additional Disruption Event, as described in Security Condition 13.1 (*Definitions*).

#### 4.3 *Issuer's Option to vary Settlement*

If the applicable Final Terms indicates that the relevant Issuer has an option to vary settlement in respect of the Securities, upon a valid exercise of Securities in accordance with these Conditions, the relevant Issuer may, in respect of each such Security or Unit, elect not to pay the relevant Securityholders the Cash Settlement Amount or not to deliver or procure delivery of the Entitlement to the relevant Securityholders, as the case may be, but, *in lieu* thereof to deliver or procure delivery of the Entitlement or make payment of the Cash Settlement Amount on the Settlement Date to the relevant Securityholders, as the case may be. Notification of such election will be given to Securityholders no later than 10.00 a.m. (Luxembourg time) on the second Business Day following the Exercise Date in accordance with Security Condition 8 (*Notices*) and/or, at the option of the relevant Issuer, if applicable, in accordance with the contact details for a Securityholder specified in its Exercise Notice.

#### 4.4 *Intervening Period*

For such period of time after the Settlement Date as the Issuer or any person other than the relevant Securityholder shall continue to be the legal owner of the securities or Deliverable Obligations, obligations and/or other assets comprising the Entitlement (the **"Intervening Period"**), neither the

relevant Issuer, the Guarantor nor any other person shall (i) be under any obligation to deliver or procure delivery to any Securityholder any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of such securities, obligations, assets or Deliverable Obligations, or (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such securities, obligations, assets or Deliverable Obligations during the Intervening Period or (iii) be under any liability to a Securityholder in respect of any loss or damage which such Securityholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations, assets or Deliverable Obligations.

#### 4.5 *Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*

Unless Issuer's Option to Substitute is specified as not applicable in the applicable Final Terms, following a valid exercise of Securities in accordance with these Conditions, the Issuer may in respect of such Securities, if the Calculation Agent determines (acting in good faith and in a commercially reasonable manner) that the Relevant Asset or Relevant Assets, as the case may be, comprise(s) shares or interests in ETIs which are not freely tradable, elect either (a) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner) of such other shares or interests in ETIs which the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (b) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Securityholders, but *in lieu* thereof to make payment to the relevant Securityholders on the Settlement Date of an amount equal to the fair market value of the Entitlement on the Settlement Valuation Date as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner by reference to such sources as it considers appropriate (the "**Alternate Cash Amount**"). Notification of any such election will be given to Securityholders in accordance with Security Condition 8 (*Notices*).

For the purposes hereof, a "**freely tradable**" share or interest in an ETI shall mean (i) with respect to the United States, a share or interest in an ETI, as the case may be, which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share or interest in an ETI, as the case may be, and not purchased from an Affiliate of the issuer of such share or interest in an ETI, as the case may be, or which otherwise meets the requirements of a freely tradable share or interest in an ETI, as the case may be, for purposes of the Securities Act, in each case, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner or (ii) with respect to any other jurisdiction, a share or interest in an ETI, as the case may be, not subject to any legal restrictions on transfer in such jurisdiction.

#### 4.6 *FX Settlement Disruption Event*

If (a) FX Settlement Disruption Event Determination is specified as applicable in the applicable Final Terms and the Calculation Agent determines that the FX Settlement Disruption Event is not attributable to the relevant Issuer, but substantially alters the economics of the Securities compared to the economics as of the Issue Date and the Settlement Currency specified in the applicable Final Terms is a Relevant Currency or (b) if FX Settlement Disruption Event Determination is not specified as applicable in the applicable Final Terms and the Settlement Currency specified in the applicable Final Terms is a Relevant Currency, "FX Settlement Disruption" will apply, and:

- (i) If on the second Business Day prior to the Disrupted Settlement Date, the Calculation Agent (acting in good faith and in a commercially reasonable manner) determines that a FX Settlement Disruption Event has occurred and is subsisting, the relevant Issuer shall give notice (a "**FX Settlement Disruption Notice**") to the Securityholders in accordance with Security Condition 8 (*Notices*) as soon as reasonably practicable thereafter and, in any event, prior to the due date for payment of the relevant Disrupted Amount as the case may be.
- (ii) Following the occurrence of a FX Settlement Disruption Event:
  - (A) the date for payment of the relevant Disrupted Amount will be postponed to (a) the second Business Day following the date on which the Calculation Agent determines that a FX Settlement Disruption Event is no longer subsisting or if earlier (b) the date

falling thirty calendar days following the Settlement Date or other scheduled date for payment, as applicable, of the relevant Disrupted Amount (the "**FX Settlement Disruption Cut-off Date**") which, for the avoidance of doubt, may be later than the scheduled Settlement Date; and

- (B) (i) in the case of A(a) above, the relevant Issuer will pay or cause to be paid the relevant Disrupted Amount, less (unless FX Settlement Disruption Expenses are indicated as not applicable in the relevant Final Terms) FX Settlement Disruption Expenses (if any), in the Settlement Currency or (ii) in the case of A(b) above, *in lieu* of paying the relevant Disrupted Amount in the Settlement Currency, the Issuer will, subject to sub-paragraph (iii) below, convert the relevant Disrupted Amount into the FX Settlement Disruption Currency (using the FX Settlement Disruption Exchange Rate determined by the Calculation Agent for the relevant Disrupted Settlement Date) and will pay or cause to be paid the relevant Disrupted Amount, less (unless FX Settlement Disruption Expenses are indicated as not applicable in the relevant Final Terms) FX Settlement Disruption Expenses (if any), in the FX Settlement Disruption Currency on the FX Settlement Disruption Cut-off Date;
- (iii) If sub-paragraph (ii)(A)(b) applies, the Calculation Agent will determine the FX Settlement Disruption Exchange Rate acting in good faith and in a commercially reasonable manner in accordance with the following procedures:
  - (A) the FX Settlement Disruption Exchange Rate shall be the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) on such day; or
  - (B) if fewer than two leading dealers provide the Calculation Agent with bid and offer Settlement Currency/FX Settlement Disruption Currency exchange rates on such day, the Calculation Agent shall determine the FX Settlement Disruption Exchange Rate acting in good faith and in a commercially reasonable manner.
- (iv) For the avoidance of doubt, nothing contained in this Security Condition 4.6 shall prevent the Issuer from determining that an Additional Disruption Event and/or Optional Additional Disruption Event has occurred, in which case, the provisions of Security Condition 13 (*Additional Disruption Events and Optional Additional Disruption Events*) shall prevail in the event of any conflict between this Security Condition 4.6 and Security Condition 13 (*Additional Disruption Events and Optional Additional Disruption Events*).
- (v) For these purposes:

"**Disrupted Amount**" means any Cash Settlement Amount or other amount payable;

"**Disrupted Settlement Date**" means the Settlement Date or any other due date for payment;

"**FX Settlement Disruption Currency**" means USD;

"**FX Settlement Disruption Event**" means the occurrence of an event which makes it unlawful, impossible or otherwise impracticable to pay the relevant Disrupted Amount in the Settlement Currency on the scheduled Settlement Date or other date for payment;

"**FX Settlement Disruption Exchange Rate**" means the rate of exchange between the Settlement Currency (as specified in the applicable Final Terms) and the FX Settlement Disruption Currency, determined by the Calculation Agent in accordance with the provisions of sub-paragraph (iii) above;

"**FX Settlement Disruption Expenses**" means the sum of (i) the cost to the Issuer and/or its affiliates of unwinding any hedging arrangements related to the Securities and (ii) any transaction, settlement or other costs and expenses arising directly out of the occurrence of a

FX Settlement Disruption Event or the related payment of the Disrupted Amount, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Relevant Currency"** means each of Emirati Dirhams ("AED"), Argentinian Pesos ("ARS"), Australian Dollars ("AUD"), Bermudan Dollars ("BMD"), Bulgarian Leva ("BGN"), Bahraini Dinars ("BHD"), Botswana Pula ("BWP"), Brazilian Reals ("BRL"), Canadian Dollars ("CAD"), Swiss Francs ("CHF"), Chilean Pesos ("CLP"), Chinese Yuan ("CNY"), Czech Republic Korun ("CZK"), Danish Kroner ("DKK"), Great British Pounds ("GBP"), Ghanaian Cedis ("GHS"), Hong Kong Dollars ("HKD"), Croatian Kuna ("KRJ"), Hungarian Forints ("HUF"), Indonesian Rupiah ("IDR"), Israeli Shekels ("ILS"), Icelandic Krónur ("ISK"), Jordanian Dinars ("JOD"), Japanese Yen ("JPY"), Kenyan Shillings ("KES"), Kuwaiti Dinars ("KWD"), Kazakhstani Tenges ("KZT"), Lebanese Pounds ("LBP"), Moroccan Dirhams ("MAD"), Mauritian Rupees ("MUR"), Mexican Pesos ("MXN"), Malaysian Ringgits ("MYR"), Namibian Dollars ("NAD"), Nigerian Naira ("NGN"), Norwegian Kroner ("NOK"), New Zealand Dollars ("NZD"), Omani Riyals ("OMR"), Peruvian Nuevos Soles ("PEN"), Philippine Pesos ("PHP"), Polish Zloty ("PLN"), Qatari Riyals ("QAR"), Romanian Lei ("RON"), Russian Roubles ("RUB"), Saudi Riyals ("SAR"), Swedish Kronor ("SEK"), Singaporean Dollars ("SGD"), Thai Baht ("THB"), Tunisian Dinars ("TND"), Turkish Lire ("TRY") and South African Rand ("ZAR"); and

**"USD"** means the lawful currency of the United States of America.

#### 4.7 General

None of the relevant Issuer, the Guarantor, the Paying Agents and the Calculation Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount or of any Entitlement.

The subscription or purchase of Securities does not confer on any holder of such Securities any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

In making any election, modification, determination or adjustment, the Issuer or the Calculation Agent, as applicable, will act in good faith and in a commercially reasonable manner, to preserve or restore the economics of the agreed terms, as far as reasonably practicable. Any such election, modification, determination or adjustment shall not create a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders, to the detriment of the Securityholders.

If Essential Trigger is specified as applicable in the applicable Final Terms, the Issuer or the Calculation Agent, as the case may be, may only modify or adjust the terms of the Securities (other than modifications or adjustments that do not relate to essential characteristics of the Securities) or cancel the Securities prior to their scheduled Exercise Date (in the case of European Style Warrants) or Expiration Date (in the case of American Style Warrants), as described in the Conditions, following an event or circumstance (or combination of events or circumstances) that (a) is not attributable to the Issuer that significantly alters the economics of the Securities compared to the economics as of the Issue Date, or (b) constitutes a *force majeure*.

For the purpose of this Security Condition, **"essential characteristics"** of the Securities means characteristics of the Securities that are considered essential to the Securityholders generally, including without limitation the Underlying Reference, the identity of the Issuer and of the Guarantor and the scheduled Exercise Date (in the case of European Style Warrants) or Expiration Date (in the case of American Style Warrants).

The Issuer shall be under no obligation to register or procure the registration of any Securityholder or any other person as the registered holder in respect of any securities, obligations, assets or Deliverable Obligations comprised in any Entitlement in the register of, as the case may be, *inter alia*, (i) members of the relevant Share Company as defined in Share Security Condition 1 (*Definitions*) or Fund (if any) or (ii) bondholders of the relevant obligor.

## 5. **ILLEGALITY AND *FORCE MAJEURE***

If the relevant Issuer determines that the performance of its obligations under the Securities or that any arrangements made to hedge the relevant Issuer's obligations under the Securities have become (i) illegal in whole or in part for any reason, or (ii) by reason of a *force majeure* event (such as an act of God, fire, flood, severe weather conditions, or a labour dispute or shortage) or an act of state occurring after the Trade Date, impossible or impracticable the relevant Issuer may cancel the Securities by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*).

Should any one or more of the provisions or part of any provision contained in these Conditions be or become invalid, the validity of the remaining provisions or part of such provision shall not in any way be affected thereby.

If the relevant Issuer cancels the Securities pursuant to an illegality then the relevant Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such holder, which amount shall be equal to the fair market value of a Security or a Unit, as the case may be, notwithstanding such illegality less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, if applicable and if already paid by or on behalf of the Securityholder, the Exercise Price, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payment will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

If the relevant Issuer settles the Securities by reason of a *force majeure* event or an act of state, then the relevant Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such holder, which amount shall be equal to the fair market value of a Security or a Unit, as the case may be, taking into account the applicable *force majeure* event or act of state, as the case may be, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the relevant Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, if applicable and if already paid by or on behalf of the Securityholder, the Exercise Price, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payment will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

## 6. **PURCHASES AND CANCELLATION**

The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation.

## 7. **AGENTS, DETERMINATIONS, MEETINGS OF SECURITYHOLDERS AND MODIFICATIONS**

### 7.1 *Agents*

The Fiscal Agent, the Paying Agent and the Calculation Agent initially appointed by the relevant Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agent and the Calculation Agent act solely as agents of the relevant Issuer and the Guarantor (where applicable) and do not assume any obligation or relationship of agency or trust for or with any holder. The Issuer and the Guarantor (where applicable) reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent or the Calculation Agent and to appoint additional or other agents provided that the relevant Issuer will at all times maintain (i) a Fiscal Agent, (ii) a Calculation Agent where the Conditions so require one, (iii) the relevant Issuer and the Guarantor (where applicable) will ensure that they maintain a Paying Agent in an EU member state that will not be obliged to withhold or deduct tax, pursuant to European Council Directive 2003/48/EU, or any law or agreement implementing or complying with, or introduced in order to conform to, such Directive or with any Directive replacing it, (iv) Paying Agents having a specified office in at least two major European cities (including

Luxembourg so long as the Securities are listed on the Luxembourg Stock Exchange), and (v) such other agents as may be required by the rules of any other stock exchange on which the Securities may be listed.

Notice of any such change or any change of any specified office will promptly be given to the holders of Securities in accordance with Security Condition 8 (*Notices*).

The Fiscal Agent initially appointed by the Issuers is BNP Paribas Securities Services, Luxembourg Branch and its specified office is 60, avenue J.F Kennedy, L-1855 Luxembourg.

The Italian Paying Agent initially appointed by the Issuers is MEDIOBANCA - Banca di Credito Finanziario S.p.A. and its specified office is Piazzetta E. Cuccia, 1, 20121 Milan, Italy.

The Calculation Agent initially appointed by the Issuers is MEDIOBANCA - Banca di Credito Finanziario S.p.A. and its specified office is Piazzetta E. Cuccia, 1, 20121 Milan, Italy.

## 7.2 *Calculation Agent*

In relation to each issue of Securities, the Calculation Agent (whether it be the relevant Issuer or another entity) acts solely as agent of the relevant Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. All calculations and determinations made in respect of the Securities by the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the relevant Issuer and the Securityholders.

The Calculation Agent may, with the consent of the relevant Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

## 7.3 *Determinations by the relevant Issuer*

Any determination made by the relevant Issuer pursuant to these Conditions shall (save in the case of manifest error) be final, conclusive and binding on the relevant Issuer and the Securityholders.

## 7.4 *Occurrence of certain events*

The Issuer or the Calculation Agent are under no obligation to monitor whether or not any of the applicable events described in Annex 2 (*Additional Terms and Conditions for Index Securities*), Annex 3 (*Additional Terms and Conditions for Share Securities*), Annex 4 (*Additional Terms and Conditions for ETI Securities*), Annex 5 (*Additional Terms and Conditions for Debt Securities*), Annex 7 (*Additional Terms and Conditions for Inflation Index Securities*), Annex 8 (*Additional Terms and Conditions for Currency Securities*), Annex 9 (*Additional Terms and Conditions for Fund Securities*), Annex 10 (*Additional Terms and Conditions for Futures Securities*) and Annex 11 (*Additional Terms and Conditions for Underlying Interest Rate Securities*) has occurred in respect of any Security, Underlying Reference or Component, as the case may be. Neither the relevant Issuer nor the Calculation Agent shall be liable to any Securityholder for losses resulting from (i) any determination that any such event has occurred or has not occurred, (ii) the timing relating to the determination that any such event has occurred or has not occurred or (iii) any actions taken or not taken by the relevant Issuer and/or the Calculation Agent in accordance with these Conditions as a result of such determination that any such event has occurred or has not occurred.

## 7.5 *Meetings of Securityholders and Modifications*

The Issue and Paying Agency Agreement contains provisions for convening meetings of holders of Securities to consider any matter affecting their interest, including modification by Extraordinary Resolution of the Securities (including these Conditions insofar as the same may apply to such Securities). An Extraordinary Resolution duly passed at any such meeting shall be binding on all the holders of Securities, whether present or not, except that any Extraordinary Resolution proposed, *inter alia*, (i) to modify the date of exercise of the Securities, (ii) to reduce or cancel the Cash Settlement Amount or the Entitlement in respect of the Securities, (iii) to alter the currency of payment of the Securities other than pursuant to Security Condition 15 (*Adjustments for European Monetary Union*), will only be binding if passed at a meeting of the holders of Securities (or at any adjournment thereof) at which a special quorum (provided for in the Issue and Paying Agency Agreement) is present.

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

The Issuer and the Guarantor may, without the prior consent of the holders of the Securities correct (i) any manifest error in the Terms and Conditions of the Securities and/or in the Final Terms, (ii) any error of a formal, minor or technical nature in the Terms and Conditions of the Securities and/or in the Final Terms or (iii) any inconsistency in the Terms and Conditions of the Securities and/or in the Final Terms between the Terms and Conditions of the Securities and/or the Final Terms and any other documents prepared in connection with the issue and/or offer of a Series of Securities (provided such correction is not materially prejudicial to the holders of the relevant Series of Securities). Any such correction shall be binding on the holders of the relevant Securities and the relevant Issuer and the Guarantor (if applicable) shall cause such correction to be notified to the holders of the Securities as soon as practicable thereafter pursuant to Security Condition 8 (*Notices*).

In addition, the relevant Issuer and the Guarantor may modify from time to time in the relevant Final Terms the time references to certain Business Days contained in these Conditions.

## 8. NOTICES

All notices to Securityholders shall be valid if (i) until such time as any Definitive Securities are issued, the notice is delivered to the relevant Clearing System(s), for communication by them to the Securityholders; (ii) if and so long as the Securities are admitted to trading on Euronext Dublin's regulated market (and listed on the Official List of Euronext Dublin), the notice is published in accordance with the rules and regulations of Euronext Dublin (which shall include publication in a leading newspaper having general circulation in Ireland or on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie))), (iii) if and so long as the Securities are admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange, the notice is published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which shall include publication on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu))), and (iv) if and so long as the Securities are admitted to trading on the Italian Stock Exchange, the notice is published in accordance with the rules and regulations of the Italian Stock Exchange (which shall include publication on the website of the Italian Stock Exchange ([www.borsaitaliana.it](http://www.borsaitaliana.it))). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any other stock exchange (or any other relevant authority) on which the Securities are for the time being listed or by which they have been admitted to trading. If Definitive Securities are issued, notices to Securityholders will be deemed validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the Financial Times. Any such notice shall be deemed to have been given on the date of delivery to the relevant Clearing System(s) or the date of publication, as the case may be, or, if published more than once, on the date of the first publication.

## 9. EXPENSES AND TAXATION

- (a) A holder of Securities must pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, sale commissions, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement of such Securities and/or the delivery or transfer of the Entitlement (as applicable) pursuant to the terms of such Securities ("**Expenses**") relating to such Securities as provided above.
- (b) The Issuer shall not be liable for or otherwise obliged to pay, and the relevant Securityholder shall be liable for and/or pay, any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Security by any person. All payments made by the relevant Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted and no additional amount shall be payable to any relevant Securityholder in respect of any such tax, duty, withholding or other payment.

10. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of Securityholders to create and issue further Securities so as to be consolidated with and form a single series with the outstanding Securities.

11. **SUBSTITUTION OF THE RELEVANT ISSUER**

11.1 *Substitution of Issuer*

(a) The Issuer and, in case of Securities issued by Mediobanca International, the Guarantor may at any time, without the consent of the holders of Securities, substitute Mediobanca, or any other third party entity, as Issuer in place of Mediobanca International or Mediobanca International, or any other third party entity, as Issuer in place of Mediobanca (each a "**Substitute**") upon notice by the relevant Issuer, the Guarantor (in case of Securities issued by Mediobanca International) and the Substitute to be given in accordance with Security Condition 8 (*Notices*) **provided that**;

- (i) no payment in respect of the Securities or the Deed of Guarantee (as the case may be) is at the relevant time overdue;
- (ii) the Substitute shall, by means of a deed poll in the form scheduled to the Programme Manual as Schedule 9 (the "**Deed Poll**"), agree to indemnify each holder of Securities against any incremental tax, duty, assessment or governmental charge which is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Securities or the Deed of Covenant and which would not have been so imposed or otherwise suffered by any holder of Securities had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution;
- (iii) in respect of Securities issued by Mediobanca International, where the Substitute is not the Guarantor, the obligations of the Substitute under the Deed Poll, the Securities and Deed of Covenant shall be unconditionally and irrevocably guaranteed by the Guarantor by means of the Deed Poll, in accordance with the terms thereof;
- (iv) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Securities and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and, where applicable, of the Guarantor have been taken, fulfilled and done and are in full force and effect;
- (v) the Substitute shall have become party to the Issue and Paying Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;
- (vi) legal opinions shall have been delivered to the Fiscal Agent from lawyers of recognised standing in each jurisdiction referred to in (ii) above, in Italy and in England as to the fulfilment of the requirements of this Security Condition 11 and the other matters specified in the Deed Poll and that the Securities are legal, valid and binding obligations of the Substitute;
- (vii) each stock exchange on which the Securities are listed shall have confirmed that, following the proposed substitution of the Substitute, the Securities will continue to be listed on such stock exchange;
- (viii) if applicable, the Substitute has appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal proceedings arising out of or in connection with the Securities.

(b) Upon the execution of the Deed Poll and the delivery of the legal opinions, the Substitute shall succeed to, and be substituted for, and may exercise every right and power, of the relevant Issuer

under the Securities and the Issue and Paying Agency Agreement with the same effect as if the Substitute had been named as the relevant Issuer herein, and the relevant Issuer shall be released from its obligations under the Securities and under the Issue and Paying Agency Agreement.

- (c) After a substitution pursuant to Security Condition 11.1(a), the Substitute may, without the consent of any holder, effect a further substitution. All the provisions specified in Security Condition 11.1(a) and Security Condition 11.1(b) shall apply *mutatis mutandis*, and references in these Conditions to the relevant Issuer shall, where the context so requires, be deemed to be or include references to any such further Substitute.
- (d) After a substitution pursuant to Security Condition 11.1(a) or Security Condition 11.1(c) any Substitute may, without the consent of any holder, reverse the substitution, *mutatis mutandis*.
- (e) The Deed Poll and all documents relating to the substitution shall be delivered to, and kept by, the Fiscal Agent. Copies of such documents will be available free of charge at the specified office of the Paying Agent.

#### 11.2 *Modification of Conditions as a result of Substitution of Issuer*

After any substitution pursuant to Security Condition 11.1 (*Substitution of Issuer*) above, the Conditions will be modified in all consequential respects including, but not limited to, replacement of references to the Republic of Italy in the Conditions where applicable, by references to the country of incorporation, domicile and/or residence for tax purposes of the Substitute, as the case may be. Such modifications shall be notified to Securityholders in accordance with Security Condition 8 (*Notices*).

## 12. GOVERNING LAW AND JURISDICTION

- (a) *Governing Law*: If it is specified in the Final Terms that English law is applicable to the Securities, the Securities and any contractual or non-contractual obligations arising from or connected with the Securities are governed by, and shall be construed in accordance with, English law, save for the status provisions applicable to the Securities and the contractual recognition of bail-in powers provisions, and any non contractual obligations arising out of or in connection with such provisions set out in Security Conditions 22 (*Acknowledgement of the Italian Bail-in power*) and 23 (*Acknowledgement of the Luxembourg Bail-in power*), (the "**status and bail-in recognition provisions**"), which shall be governed by, and construed in accordance with, Italian law (if the Securities are issued by Mediobanca) or Luxembourg law (if the Securities are issued by Mediobanca International), as applicable. If it is specified in the Final Terms that Italian law is applicable to the Securities, the Securities are governed by, and shall be construed in accordance with, Italian law, save, in case Securities are issued by Mediobanca International, for the status and bail-in recognition provisions which shall be governed by, and construed in accordance with, Luxembourg law. Articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, are not applicable to the Securities.
- (b) *English courts*: If it is specified in the Final Terms that English law is applicable to the Securities, the courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**"), arising from or connected with the Securities, whether arising out of or in connection with contractual or non-contractual obligations, subject to the status and bail-in recognition provisions. If it is specified in the Final Terms that Italian law is applicable to the Securities, the Courts of Milan shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Securities, whether arising out of or in connection with contractual or non-contractual obligations, subject to the status and bail-in recognition provisions.
- (c) *Appropriate forum*: If it is specified in the Final Terms that English law is applicable to the Securities, each of the relevant Issuer and the Guarantor (where applicable) agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.
- (d) *Service of notices/documents*: If it is specified in the Final Terms that English law is applicable to the Securities, each of the relevant Issuer and the Guarantor (where applicable) agree that the documents which start any proceedings relating to a Dispute ("**Proceedings**") and any other

documents required to be served in relation to those Proceedings may be served on them by being delivered to Mediobanca – London Branch, 4th floor, 62 Buckingham Gate SW1E 6AJ, United Kingdom. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the relevant Issuer and the Guarantor (where applicable), the relevant Issuer and the Guarantor (where applicable) shall, on the written demand of any Securityholder addressed and delivered to the relevant Issuer and to the Guarantor (where applicable) or to the specified office of the Fiscal Agent appoint a further person in England to accept service of process on their behalf and, failing such appointment within 15 days, any Securityholder shall be entitled to appoint such a person by written notice addressed to the relevant Issuer and the Guarantor (where applicable) and delivered to the relevant Issuer and the Guarantor (where applicable) or to the specified office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Securityholder to serve process in any other manner permitted by law. This clause applies to Proceedings in England and to Proceedings elsewhere.

- (e) *Non-applicable Conditions if Italian law applies to the Securities:* If it is specified in the Final Terms that Italian law is applicable to the Securities, Security Condition 12(c), Security Condition 12(d) and Security Condition 16 (*Contracts (Rights of Third Parties) Act 1999*) shall not apply.

### 13. **ADDITIONAL DISRUPTION EVENTS AND OPTIONAL ADDITIONAL DISRUPTION EVENTS**

#### 13.1 *Definitions*

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption, unless otherwise specified in the applicable Final Terms;

**"Administrator/Benchmark Event"** means, in relation to any Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event, all as determined by the Calculation Agent;

**"Applicable Banking Regulations"** means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in the Republic of Italy, including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of the Relevant Authority (as defined below) whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and including, for avoidance of doubt, as at the Issue Date the rules contained in, or implementing, CRD IV);

**"Benchmark"** means any figure which is a benchmark as defined in BMR and where any amount payable or deliverable under the Warrants, or the value of the Warrants, is determined by reference in whole or in part to such figure, all as determined by the Calculation Agent;

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark any of the following has occurred or will occur:

- (i) any material change in such Benchmark;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Benchmark; or
- (iii) a regulator or other official sector entity prohibits the use of such Benchmark.

**"BMR"** means the EU Benchmarks Regulation (Regulation (EU) 2016/1011);

**"BRRD"** means the directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms;

**"Cancellation Event"** means, that in the determination of the Calculation Agent, all or some of the Debt Instruments are redeemed prior to their stated maturity date for any reason, and as a result thereof it is impossible, impracticable or unduly onerous for the Issuer or its Affiliates to hedge the Issuer's obligations in respect of the Securities;

**"Change in Law"** means that, on or after the Trade Date (as specified in the applicable Final Terms) (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, in respect of any tax law, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation or application of any law or regulation by any court, tribunal or regulatory or other supervisory authority with competent jurisdiction (including any action taken by a taxing or financial authority or any supervisory authority) or the combined effect thereof if occurring more than once, the Issuer determines acting in good faith and in a commercially reasonable manner that:

- (a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge position relating to an Index (in the case of Index Securities), any relevant hedge position relating to a Debt Instrument (in the case of Debt Securities), any relevant hedge position relating to a Share (in the case of Share Securities), any relevant hedge position relating to an ETI Interest (in the case of ETI Securities), or any relevant hedge position relating to a Fund Share (in the case of Fund Securities) (each a "**Hedge**"); or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency, regulatory or capital requirements) in maintaining the Securities in issue or, unless Hedge Maintenance Cost is specified as not applicable in the applicable Final Terms, in holding, acquiring or disposing of any Hedge;

**"CRD IV"** means the CRD IV Directive, the CRR and any CRD IV Implementing Measure;

**"CRD IV Directive"** means the directive 2013/36 of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC;

**"CRD IV Implementing Measure"** means any regulatory capital rules implementing the CRD IV Directive or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Bank of Italy, the European Banking Authority or any other relevant authority, which are applicable to the Issuer (on a standalone basis) or the Issuer together with its consolidated subsidiaries (on a consolidated basis) and which prescribe the requirements to be fulfilled by financial instruments for inclusion in the regulatory capital of the Issuer (on a standalone or consolidated basis);

**"CRR"** means the Regulation No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms amending Regulation No. 648/2012;

**"Currency Event"** means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates (a) to convert the relevant currency ("**Local Currency**") in which the Index, the Shares or the Debt Instruments or any options or futures contracts or other hedging arrangement in relation to the Index, the Shares or the Debt Instruments (for the purposes of hedging the Issuer's obligations under the Securities) are denominated, into the Settlement Currency, or exchange or repatriate any funds in the Local Currency or the Settlement Currency outside of the country in which the Index, the Shares or the Debt Instruments or any options or futures contracts in relation to the Index, the Shares or the Debt Instruments respectively are traded due to the adoption of, or any change in, any applicable law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise, or (b) for the Calculation Agent to determine a rate or (in the determination of the Calculation Agent) a commercially reasonable rate at which the Local Currency can be exchanged for the Settlement Currency for payment under the Securities;

**"Extraordinary External Event"** means that, on or after the Trade Date, the performance of the Issuer's obligations under the Securities is prevented or materially hindered or delayed due to:

- (a) any act (other than a Market Disruption Event), law, rule, regulation, judgment, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise; or

- (b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond such party's control; or
- (c) any expropriation, confiscation, requisition, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer or any of its Affiliates, of all or substantially all of its assets in the Local Currency jurisdiction;

**"Failure to Deliver due to Illiquidity"** means, following the exercise of Physical Delivery Securities, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the **"Affected Relevant Assets"**) comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets;

**"Government Authority"** means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or option contracts it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the Securities, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s), asset(s) or futures or options contract(s) or any relevant hedge positions relating to the Securities;

**"Hedging Party Default"** means any hedging counterparty in respect of the Securities announces its inability to meet its financial obligations, ceases its payments or a court in its jurisdiction of incorporation opens insolvency proceedings against it and the Issuer or the Guarantor is unable to replace such hedging counterparty on terms acceptable to the Issuer or the Guarantor, as the case may be;

**"Hedging Shares"** means the number of components comprised in an Index (in the case of Index Securities) or the number of Shares (in the case of Share Securities) that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Securities;

**"Increased Cost of Hedging"** means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or, in respect of any Debt Securities, any relevant hedge positions relating to a Debt Instrument, it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest risk) of the Issuer issuing and performing its obligations with respect to the Securities, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s) or any such futures or options contract(s) or, in respect of any Debt Securities, any relevant hedge positions relating to a Debt Instrument, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

**"Increased Cost of Stock Borrow"** means that the Issuer and/or any of its Affiliates would incur a rate to borrow any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) that is greater than the Initial Stock Loan Rate;

**"Initial Stock Loan Rate"** means, in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the initial stock loan rate specified in relation to such Share, security, component or commodity in the applicable Final Terms;

**"Insolvency Filing"** means that a Share Company or Basket Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition

is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company or Basket Company shall not be deemed an Insolvency Filing;

**"Italian Bail-in Power"** means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

**"Jurisdiction Event"** means that, on or after the Trade Date, it has become impracticable, illegal or impossible for the Issuer or any of its Affiliates to purchase, sell, hold or otherwise deal (or to continue to do so in the future) in the Index, the Shares or the Debt Instruments or, unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, any options or futures contracts in relation to the Index, the Shares or the Debt Instruments in order for the Issuer to perform its obligations:

- (a) under the Securities; or
- (b) unless Hedging Arrangements is specified as not applicable in the applicable Final Terms, in respect of any relevant hedging arrangements in connection with the Securities (including, without limitation, any purchase, sale or entry into or holding of one or more securities positions, currency positions, stock loan transactions, derivatives position, commodity position or other instruments or arrangements (however described) by the Issuer and/or any of its Affiliates in order to hedge, either individually or on a portfolio basis, the Securities),

or the costs of so doing would (in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner) be materially increased under the restriction or limitation of the existing or future law, rule, regulation, judgment, order, interpretation, directive or decree of any Government Authority or otherwise;

**"Loss of Stock Borrow"** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any component security comprised in an Index (in the case of Index Securities) or any Share (in the case of Share Securities) in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

**"Luxembourg Bail-in Power"** means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 relative *aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the "**Luxembourg BRRD Law**"), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which certain eligible liabilities of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into equity or other types of capital instruments of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation;

**"Maximum Stock Loan Rate"** means in respect of a component security comprised in an Index (in the case of Index Securities) or a Share (in the case of Share Securities), the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Non-Approval Event"** means, in respect of the Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be obtained;
- (ii) the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be included in an official register; or
- (iii) the Benchmark or the administrator or sponsor of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Warrants, the Issuer, the Calculation Agent or the Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Warrants. For the avoidance of doubt, a Non-Approval Event shall not occur if the Benchmark or the administrator or sponsor of the Benchmark is not or will not be included in an official register because its authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended if, at the time of such suspension, the continued provision and use of the Benchmark is permitted in respect of the Warrants under the applicable law or regulation during the period of such suspension;

**"Optional Additional Disruption Event"** means any of Administrator/Benchmark Event, Cancellation Event, Currency Event, Failure to Deliver due to Illiquidity, Extraordinary External Event, Hedging Party Default, Increased Cost of Hedging, Increased Cost of Stock Borrow, Jurisdiction Event, Insolvency Filing, Loss of Stock Borrow, Stop-Loss Event and/or Significant Alteration Event, in each case if specified in the applicable Final Terms;

**"Rejection Event"** means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register which, in each case, is required in relation to the Warrants, the Benchmark or the administrator or sponsor of the Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Warrants;

**"Relevant Authority"** means (i) in respect of Italy, the European Central Bank, the Bank of Italy, or any successor authority having responsibility for the prudential supervision of the Issuer or the Group within the framework of the Single Supervisory Mechanism set out under Council Regulation (EU) No. 1024/2013 and in accordance with the Applicable Banking Regulations and/or, as the context may require, the Italian resolution authority, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Italy or in the European Union entitled to exercise or participate in the exercise of the Italian Bail-in Power or having primary responsibility for the prudential oversight and supervision of Mediobanca from time to time; and (ii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of the BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time;

**"Significant Alteration Event"** means the occurrence after the Issue Date of any event or combination of events or circumstances that are not attributable to the Issuer that significantly alters the economics of the Securities compared to the economics as of the Issue Date, but do not render performance of the Issuer's obligations under the Securities impossible;

**"SRM Regulation"** means the Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or superseded from time to time;

**"Stop-Loss Event"** means, in respect of a Share, the price of any Share as quoted on the relevant Exchange for such Share at the Scheduled Closing Time on any Scheduled Trading Day that is not a Disrupted Day in respect of such Share on or after the Trade Date or, if later, the Strike Date, is less than 5 per cent., or such percentage specified in the applicable Final Terms, of its Strike Price or, if no Strike

Price is specified in the applicable Final Terms, the price given as the benchmark price for such Share in the applicable Final Terms, all as determined by the Calculation Agent;

**"Suspension/Withdrawal Event"** means, in respect of the Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator or sponsor of the Benchmark which is required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Warrants; or
- (ii) the Benchmark or the administrator or sponsor of the Benchmark is or will be removed from any official register where inclusion in such register is or will be required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Warrants.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is or will be suspended or where inclusion in any official register is or will be withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Benchmark is permitted in respect of the Warrants under the applicable law or regulation during the period of such suspension or withdrawal; and

**"Trade Date"** has the meaning given to it in the applicable Final Terms.

13.2 If an Additional Disruption Event and/or an Optional Additional Disruption Event are specified as applicable in the applicable Final Terms and an Additional Disruption Event and/or an Optional Additional Disruption Event occurs (other than in respect of Failure to Deliver due to Illiquidity), the Issuer may take the action described in (a) or, if applicable, (b) or (c), as the case may be, below:

- (a) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event and determine the effective date of that adjustment. In the case of an Administrator/Benchmark Event, such adjustment may include, without limitation, selecting a successor benchmark(s) and making related adjustments to the Conditions of the Securities including, where applicable, and unless Unwind Costs is specified as not applicable, to reflect any increased costs of the Issuer providing such exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks;
- (b) cancel the Warrants by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*). If the Warrants are so cancelled the Issuer will:
  - (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1; or
  - (ii) if Market Value is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2; or
  - (iii) otherwise, pay an amount to each Securityholder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him

which amount shall be equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Additional Disruption Event and/or Optional Additional Disruption Event less, unless Unwind Costs is specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (unless provided for otherwise in the relevant Final Terms) plus, if applicable and already paid, the Exercise Price, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payment being made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*);

- (c) in the case of Share Securities linked to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each a "**Substitute Share**") for each Share (each an "**Affected Share**") which is affected by the Additional Disruption Event and/or Optional Additional Disruption Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Weighting and/or Exercise Price and/or any of the other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the Securities was to be determined by reference to the initial price of the Affected Share, the initial price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$\text{initial price} = A \times (B/C)$$

where:

"A" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"B" is the initial price of the relevant Affected Share; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") acting in good faith and in a commercially reasonable manner and specified in the notice referred to below which may, but need not, be the relevant date of the Additional Disruption Event and/or Optional Additional Disruption Event.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must be a share which the Calculation Agent determines, acting in good faith and in a commercially reasonable manner:

- (i) is not already included in the Basket of Shares;
- (ii) the relevant issuer of such share belongs to the same economic sector as the Basket Company in respect of the Affected Share; and
- (iii) the relevant issuer of such share has a comparable market capitalisation, international standing and exposure as the Basket Company in respect of the Affected Share.

If a Failure to Deliver due to Illiquidity occurs:

- (A) subject as provided elsewhere in the Conditions as completed by the applicable Final Terms, any Relevant Assets which are not Affected Relevant Assets, will be delivered

on the originally designated Settlement Date in accordance with Security Condition 18.3 (*Physical Settlement*) and the Calculation Agent shall determine acting in good faith and in a commercially reasonable manner the appropriate *pro rata* portion of the Exercise Price to be paid by the relevant Securityholder in respect of that partial settlement; and

- (B) in respect of any Affected Relevant Assets, *in lieu* of physical settlement and notwithstanding any other provision hereof, the Issuer may elect to satisfy its obligations in respect of the relevant Security or if Units are specified in the applicable Final Terms, Unit, as the case may be, by payment to the relevant Securityholder of the Failure to Deliver Settlement Price on the fifth Business Day following the date that notice of such election is given to the Securityholders in accordance with Security Condition 8 (*Notices*). Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

For the purposes hereof:

**"Failure to Deliver Settlement Price"** means, in respect of any relevant Security or if Units are specified in the applicable Final Terms, Unit, as the case may be, the fair market value of such Security or Unit, as the case may be (taking into account the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer acting in good faith and in a commercially reasonable manner plus, if applicable and already paid, the Exercise Price (or, whereas provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

Upon the occurrence of an Additional Disruption Event and/or Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event and/or Optional Additional Disruption Event.

#### 14. **KNOCK-IN EVENT AND KNOCK-OUT EVENT**

- 14.1 If Knock-in Event is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Securities which is expressed in the Conditions to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
- 14.2 If Knock-out Event is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Securities which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- 14.3 In respect of Index Securities, Share Securities, ETI Securities, Debt Securities and Futures Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day (a) in respect of Securities other than Debt Securities, at any time during the one hour period that begins or ends at the Valuation Time the Level triggers the Knock-in Level or the Knock-out Level, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, or (b) in respect of Debt Securities, a Market Disruption Event, as applicable, is occurring, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, or Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation

Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

- 14.4 In respect of Currency Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, as applicable, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such day being a Disrupted Day, as the case may be or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.
- 14.5 In respect of Securities other than Debt Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Level triggers the Knock-in Level or the Knock-out Level, (a) in the case of Index Securities, Share Securities, ETI Securities and Futures Securities, a Trading Disruption, Exchange Disruption or Early Closure, (b) in the case of Currency Securities, a Disruption Event, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Trading Disruption, Exchange Disruption, Early Closure, Disruption Event or Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that, in the case of Securities other than Currency Securities, if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.
- 14.6 In respect of Debt Securities, if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the exchange on which the relevant Debt Instrument is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Instrument are traded and if on any Knock-in Determination Day or Knock-out Determination Day and at any time at which the Level triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event has occurred or is occurring, then (i) if Disruption Consequences are specified as not applicable in the applicable Final Terms, a Knock-in Event or Knock-out Event may occur notwithstanding such Market Disruption Event or (ii) if Disruption Consequences are specified as applicable in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the Level as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date" for the purposes of determining the occurrence of a Knock-in Event or Knock-out Event.

14.7 *Definitions relating to Knock-in Event/Knock-out Event*

Unless otherwise specified in the applicable Final Terms:

**"Knock-in Determination Day"** means (a) each date specified as such in the applicable Final Terms, (b) each Scheduled Trading Day in the Knock-in Determination Period, (c) each date specified as such in the Knock-in Determination Period, (d) each Fund Business Day in the Knock-in Determination Period, (e) each Business Day in the Knock-in Determination Period, (f) each MFP Valuation Date, (g) each MFP Valuation Date in MFP Valuation Period or (h) each MFP Valuation Date indicated as such within the Knock-in Determination Period;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if the Securities are Currency Securities and FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
  - (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or
- (c) if Knock-in Valuation is specified as not applicable in the applicable Final Terms and, if the Securities are Currency Securities and unless FX Knock-in Valuation is specified as applicable in the applicable Final Terms:
  - (i) (in respect of a single Underlying Reference) that the Level is; or
  - (ii) (in respect of a Basket of Underlying References) that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying Reference as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is:
    - (A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level or, if applicable,
    - (B) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms;
    - (C) "outside" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, specified in the applicable Final Terms;

**"Knock-in Level"** means the FX Knock-in Level or the other level, amount, number or percentage specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-in Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Currency Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Currency Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Fund Business Day or Business Day, as the case may be;

**"Knock-in Range Level"** means the range of Levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

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

**"Knock-in Value"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means (a) each date specified as such in the applicable Final Terms, (b) each Scheduled Trading Day in the Knock-out Determination Period, (c) each date specified as such in the Knock-out Determination Period, (d) each Fund Business Day in the Knock-out Determination Period, (e) each Business Day in the Knock-out Determination Period, (f) each MFP Valuation Date, (g) each MFP Valuation Date in MFP Valuation Period or (h) each MFP Valuation Date indicated as such within the Knock-out Determination Period;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is, or
- (b) if the Securities are Currency Securities and FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
  - (i) if FX Coupon Performance is specified as applicable in the applicable Final Terms, that the FX Coupon Performance is; or
  - (ii) if Performance Value is specified as applicable in the applicable Final Terms, that the Performance Value is; or
- (c) if Knock-out Valuation is specified as not applicable in the applicable Final Terms and, if the Securities are Currency Securities and unless FX Knock-out Valuation is specified as applicable in the applicable Final Terms:
  - (i) (in respect of a single Underlying Reference) that the Level is; or
  - (ii) (in respect of a Basket of Underlying References) that the amount determined by the Calculation Agent equal to the sum of the values of each Underlying References as the product of (x) the Level of such Underlying Reference and (y) the relevant Weighting is,
    - (A) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-out Level or, if applicable,
    - (B) "within" the Knock-out Range Level, in each case, as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;
    - (C) "outside" the Knock-out Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, specified in the applicable Final Terms;

**"Knock-out Level"** means the FX Knock-out Level or other level, amount, number or percentage specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Knock-out Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Currency Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities or Currency Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), the next following Scheduled Trading Day, Fund Business Day or Business Day, as the case may be;

**"Knock-out Range Level"** means the range of Levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

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

**"Knock-out Value"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Level"** means, for the purposes of this Security Condition 14.7, (i) the "official level", "official close", "last price", "traded price", "bid price" or "asked price" of the Underlying Reference, as specified in the applicable Final Terms, published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable, or (ii) if "Standard Level" is specified as applicable in the applicable Final Terms (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant Underlying Reference, (b) in the case of Index Securities, the level of the relevant Underlying Reference (c) in the case of Currency Securities, the spot rate of exchange for the exchange of the Alternative Currency into the Base Currency (expressed as the number of units (or part units) of such Alternative Currency for which one unit of the Base Currency can be exchanged), or, in each case determined by the Calculation Agent as of the Knock-in Valuation Time or Knock-out Valuation Time on any Knock-in Determination Day or Knock-out Determination Day, as applicable, or, in the case of the "official close" level, at such time as the official close is published by the Knock-in Observation Price Source or Knock-out Observation Price Source, as applicable;

**"Relevant Adjustment Provisions"** means:

- (a) in the case of Index Securities, Index Security Condition 2 (*Market Disruption*) and Index Security Condition 3 (*Adjustments to an Index*);
- (b) in the case of Share Securities, Share Security Condition 2 (*Market Disruption*), Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 5 (*Extraordinary Events*);
- (c) in the case of Fund Securities, Fund Security Condition 4 (*Consequences of an Extraordinary Fund Event*);

- (d) in the case of ETI Securities, ETI Security Condition 2 (*Market Disruption*) and ETI Security Condition 3 (*Potential Adjustment Events*);
- (e) in the case of Currency Securities, Currency Security Condition 2 (*Disruption Events*), Currency Security Condition 3 (*Consequences of a Disruption Event*);
- (f) in the case of Futures Securities, Futures Security Condition 3 (*Adjustments to a Future*);
- (g) in the case of Debt Securities, Debt Security Condition 3 (*Market Disruption*) Debt Security Condition 4 (*Correction of Debt Instrument Price*) and Debt Security Condition 5 (*Redemption or Cancellation of a Debt Instrument*);

"**Underlying Reference**" means, for the purposes of this Security Condition 14, each Index, Share, ETI Interest, Debt Instrument, Fund, Alternative Currency, Future or other basis of reference to which the relevant Securities relate.

## 15. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

Unless Redenomination is specified as not applicable in the applicable Final Terms, the Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with Security Condition 8 (*Notices*):

- (a) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the Securities shall be redenominated in euro.

The election will have effect as follows:

- (i) where the Settlement Currency of the Securities is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Calculation Agent may decide and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the Securities will be made solely in euro as though references in the Securities to the Settlement Currency were to euro;
  - (ii) where the Exchange Rate and/or any other terms of these Conditions (as completed in the applicable Final Terms) are expressed in or, in the case of the Exchange Rate, contemplate the exchange from or into, the currency (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union, such Exchange Rate and/or any other terms of these Conditions shall be deemed to be expressed in or, in the case of the Exchange Rate, converted from or, as the case may be into, euro at the Established Rate; and
  - (iii) such other changes shall be made to these Conditions (as completed in the applicable Final Terms) as the relevant Issuer may decide, in its sole and absolute discretion to conform them to conventions then applicable to instruments expressed in euro; and/or
- (b) require that the Calculation Agent make such adjustments to the Weighting and/or the Exercise Price and/or the Settlement Price and/or any other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent, acting in good faith and in a commercially reasonable manner, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on the Weighting and/or the Exercise Price and/or the Settlement Price and/or such other terms of these Conditions and/or the applicable Final Terms.

Notwithstanding the foregoing, none of the relevant Issuer, the Guarantor any of their Affiliates, the Calculation Agent or any of the Paying Agents shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

In this Security Condition, the following expressions have the following meanings:

**"Adjustment Date"** means a date specified by the relevant Issuer in the notice given to the Securityholders pursuant to this Security Condition 15 which falls on or after the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

**"Established Rate"** means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European Union regulations) into euro established by the Council of the European Union Article 140 of the Treaty;

**"euro"** means the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty;

**"National Currency Unit"** means the unit of the currency of a country, as those units are defined on the day before the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union; and

**"Treaty"** means the treaty on the Functioning of the European Union, as amended.

16. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Subject as provided in the Issue and Paying Agency Agreement, the Securities do not confer on any third party any rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of the Securities, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

17. **TYPE**

The applicable Final Terms will indicate whether the Warrants are American style Warrants ("**American Style Warrants**") or European style Warrants ("**European Style Warrants**") or such other type as may be specified in the applicable Final Terms, whether settlement shall be by way of cash payment ("**Cash Settled Warrants**") or physical delivery ("**Physical Delivery Warrants**"), in the case of Cash Settled Warrants whether non-automatic exercise ("**Non-Automatic Exercise**") applies to the Warrants, whether the Warrants are call Warrants ("**Call Warrants**") or put Warrants ("**Put Warrants**"), or such other type as may be specified in the applicable Final Terms, whether the Warrants may only be exercised in units ("**Units**") and whether Averaging ("**Averaging**") will apply to the Warrants. If Units are specified in the applicable Final Terms, Warrants must be exercised in Units and any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

If the Warrants are Italian Dematerialised Securities, they will be European Style Warrants or American Style Warrants and Cash Settlement will apply.

If the Warrants are Italian Dematerialised Securities and Italian Listed Securities, Non-Automatic Exercise shall never apply.

18. **EXERCISE RIGHTS**

18.1 *Exercise of Warrants*

(a) American Style Warrants

Subject to Security Condition 19.9 (*Automatic Early Expiration*), American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period.

Any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 19, at or prior to 10.00 a.m. (Local time) on the Expiration Date shall be automatically exercised on the Expiration Date. However, in relation to American Style Warrants which are Physical Delivery Warrants, an Exercise Notice is required to be submitted in order to obtain delivery of the Entitlement.

If Non-Automatic Exercise is specified as applying in the applicable Final Terms, any American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 19, at or prior to 10.00 a.m. (Local time) on the Expiration Date, shall become void.

The Exercise Business Day during the Exercise Period on which an Exercise Notice in, or substantially in, the form set out in the applicable Final Terms, is delivered by the Securityholder prior to 10.00 a.m. (Local Time) to the relevant Clearing System (or, in case of Italian Dematerialised Securities, to the Italian Paying Agent), and the copy thereof is received by the Fiscal Agent or, if the Warrants are automatically exercised, the Expiration Date, is referred to herein as the "**Actual Exercise Date**". If any Exercise Notice is received by the relevant Clearing System (or, in case of Italian Dematerialised Securities, by the Italian Paying Agent), or if the copy thereof is received by the Fiscal Agent, in each case, after 10.00 a.m. (Local Time) on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 19 at or prior to 10.00 a.m. (Local Time) on the Expiration Date shall be automatically exercised on the Expiration Date as provided above.

If the Warrants are Italian Dematerialised Securities and Italian Listed Securities, Non-Automatic Exercise shall never apply and prior to the Renouncement Notice Cut-off Time as specified in the applicable Final Terms on the Expiration Date the Securityholder of a Warrant may renounce automatic exercise of such Warrant by the delivery or sending by authenticated swift message (confirmed in writing) of a duly completed Renouncement Notice (a "**Renouncement Notice**") in, or substantially in, the form set out in the applicable Final Terms to the Italian Paying Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Paying Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, and the relevant Securityholder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the Italian Paying Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Paying Agent.

(b) European Style Warrants

Subject to Security Condition 19.9 (*Automatic Early Expiration*), European Style Warrants will be automatically exercised on the Exercise Date, subject as provided in the following paragraphs.

No Exercise Notice is required to be submitted for the exercise of the European Style Warrants, provided that, in relation to European Style Warrants which are Physical Delivery Warrants, an Exercise Notice is required to be submitted in order to obtain delivery of the Entitlement.

If Non-Automatic Exercise is specified as applying in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 19, at or prior to 10.00 a.m. (Local time) on the Expiration Date, shall become void.

If the Warrants are Italian Dematerialised Securities and Italian Listed Securities, Non-Automatic Exercise shall never apply and prior to the Renouncement Notice Cut-off Time as specified in the applicable Final Terms on the Exercise Date, the Securityholder of a Warrant may renounce automatic exercise of such Warrant by the delivery or sending by authenticated swift message (confirmed in writing) of a duly completed Renouncement Notice (a "**Renouncement Notice**") in, or substantially in, the form set out in the applicable Final Terms to the Italian Paying Agent. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the Italian Paying Agent (in consultation with Monte Titoli) and shall be conclusive and binding on the Issuer, the Guarantor, if applicable, and the relevant Securityholder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper

form shall be null and void. If such Renunciation Notice is subsequently corrected to the satisfaction of the Italian Paying Agent, it shall be deemed to be a new Renunciation Notice submitted at the time such correction was delivered to the Italian Paying Agent.

## 18.2 *Cash Settlement*

If the Warrants are Cash Settled Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit entitles its Securityholder, upon due exercise, to receive from the Issuer on the Settlement Date the Cash Settlement Amount.

Unless otherwise specified in the applicable Final Terms, Warrants exercised at the same time by the same Securityholder will be aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such Warrants or Units, as the case may be.

## 18.3 *Physical Settlement*

If the Warrants are Physical Delivery Warrants, each such Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, entitles its Holder, upon due exercise, to receive from the Issuer on the Settlement Date the Entitlement subject to payment of the relevant Exercise Price and any other sums payable. The method of delivery of the Entitlement is set out in the applicable Final Terms.

Unless otherwise specified in the applicable Final Terms, Warrants of the same Securityholder automatically exercised and in respect of which an Exercise Notice has been duly given as provided in Security Condition 19.1 (*Exercise Notice*), will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Warrants, provided that the aggregate Entitlements in respect of the same Securityholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and a cash adjustment amount calculated by the Calculation Agent will be paid *in lieu* of such fractions of the Relevant Asset. Any such cash adjustment amount will be paid to the account specified in the relevant Exercise Notice.

Following exercise of a Share Security or ETI Security which is a Physical Delivery Warrant, all dividends on the relevant Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or ETI Interests executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Shares or ETI Interests, all as determined by the Calculation Agent. Any such dividends to be paid to a Securityholder will be paid to the account specified by the Securityholder in the relevant Exercise Notice as referred to in Condition 19.

## 18.4 *Open End Warrants*

If Open End is specified as applicable in the relevant Final Terms, the Settlement Date of such Open End Warrants will, notwithstanding any provision to the contrary, be the date falling (5) five Business Days after the relevant Averaging Date, Observation Date, Strike Date or, as applicable, Valuation Date determined by the Issuer, provided that the relevant Averaging Date, Observation Date, Strike Date or Valuation Date so-determined by the Issuer is notified to the Securityholders at the latest ten (10) Business Days prior to the contemplated date in accordance with Security Condition 8 (*Notices*).

If a Warrant is an Open End Warrant, Knock-in Event and Knock-out Event may not be specified as applicable in the relevant Final Terms in respect of such Warrant.

## 19. **EXERCISE PROCEDURE**

### 19.1 *Exercise Notice*

Subject as provided in Condition 19.8, Warrants may be exercised by the delivery, or the sending by authenticated swift message (confirmed in writing), of a duly completed exercise notice (an "**Exercise Notice**") in the form set out in the Issue and Paying Agency Agreement (copies of which form may be obtained from the relevant Clearing System and the relevant Paying Agents during normal office hours)

to the relevant Clearing System, with a copy to the Fiscal Agent (or, in case of Italian Dematerialised Securities, to the Italian Paying Agent) and the relevant Issuer in accordance with the provisions set out in Condition 23 and this Condition.

- (a) In the case of Cash Settled Warrants, the Exercise Notice shall:
- (i) specify the Series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
  - (ii) except in case of Definitive Securities, specify the number of the Securityholder's securities account (or of the relevant Monte Titoli Accountholder's account, in case of Italian Dematerialised Securities) at the relevant Clearing System to be debited with the Warrants;
  - (iii) except in case of Definitive Securities, irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Securityholder's securities account (or of the relevant Monte Titoli Accountholder's account, in case of Italian Dematerialised Securities) with the Warrants being exercised;
  - (iv) specify the number of the account (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) at the relevant Clearing System to be credited with the Cash Settlement Amount (if any) for each Warrant or Unit, as the case may be, being exercised;
  - (v) include an undertaking to pay all Expenses, and, except in case of Definitive Securities, an authority to the relevant Clearing System to deduct an amount in respect thereof from any Cash Settlement Amount due to such Securityholder and/or to debit a specified account (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) at the relevant Clearing System;
  - (vi) certify, *inter alia*, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as may be required; and
  - (vii) authorise the production of such certification in any applicable administrative or legal proceedings,
- all as provided in the Issue and Paying Agency Agreement.
- (b) In the case of Physical Delivery Warrants, the Exercise Notice shall:
- (i) specify the series number of the Warrants and the number of Warrants being exercised and, if Units are specified in the applicable Final Terms, the number of Units being exercised;
  - (ii) except in case of Definitive Securities, specify the number of the Securityholder's securities account (or of the relevant Monte Titoli Accountholder's account, in case of Italian Dematerialised Securities) at the relevant Clearing System to be debited with the Warrants being exercised;
  - (iii) except in case of Definitive Securities, irrevocably instruct Clearstream, Luxembourg or Euroclear and/or any other relevant Clearing System to debit on or before the Settlement Date the Securityholder's securities account (or of the relevant Monte Titoli Accountholder's account, in case of Italian Dematerialised Securities) with the Warrants being exercised or Units, as the case may be, being exercised;

- (iv) except in case of Definitive Securities, irrevocably instruct the relevant Clearing to debit on the Actual Exercise Date a specified account (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) with such Clearing System with the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be (together with any other amounts payable);
- (v) include an undertaking to pay all Expenses and, except in case of Definitive Securities, an authority to the relevant Clearing System to debit a specified account (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) at the relevant Clearing System in respect thereof and to pay such Expenses;
- (vi) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Securityholder's account (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) with the relevant Clearing System to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Settlement Price or Failure to Deliver Cash Settlement Price, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Amount;
- (vii) in the case of Currency Securities only, specify the number of the account (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) at the relevant Clearing System to be credited with the amount due upon exercise of the Warrants or Units, as the case may be;
- (viii) certify, *inter alia*, that the beneficial owner of each Warrant being exercised is not a U.S. person (as defined in the Exercise Notice), the Warrant is not being exercised within the United States or on behalf of a U.S. person and no cash, securities or other property has been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any exercise thereof and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as may be required; and
- (ix) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Issue and Paying Agency Agreement.

## 19.2 *Verification of the Securityholder*

Except in the case of an Exercise Notice submitted in respect of a Definitive Security, upon receipt of an Exercise Notice, the relevant Clearing System(s) shall verify that the person exercising the Warrants (including the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) is the holder thereof according to the books of the relevant Clearing System(s). Subject thereto, the relevant Clearing System(s) will confirm to the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) the series and the number of Warrants being exercised and the account details, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for the delivery of the Entitlement in respect of each Warrant or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) will inform the Issuer thereof. The relevant Clearing System(s) will on or before Settlement Date debit the account of the relevant Securityholder (or the account of the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) with the Warrants being exercised and, in the case of Italian Dematerialised Securities, accordingly reduce the number of Warrants of the relevant series by the cancellation *pro tanto* of the Warrants so exercised. If the Warrants are American Style Warrants, upon exercise of less than all the Warrants represented by a Global Security, the Common Depository will, on the instructions of, and on behalf of the Fiscal Agent, note

such exercise on the Schedule to such Global Security and the number of Warrants so constituted shall be reduced by the cancellation *pro tanto* of the Warrants so exercised.

### 19.3 *Settlement*

#### (a) Cash Settled Warrants

If the Warrants are Cash Settled Warrants, the Issuer shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant or Unit, as the case may be, to the Securityholder's account with the relevant Clearing System(s), or in case of Italian Dematerialised Securities, according to the instructions of Monte Titoli, to the accounts of the relevant Monte Titoli Accountholder, for value on the Settlement Date, less any Expenses not already paid, such payment to be made in accordance with the rules of the relevant Clearing System(s).

In the case of OET Warrants, the Issuer shall confirm to Euroclear and Clearstream, Luxembourg (in the case of OET Warrants held through Euroclear or Clearstream, Luxembourg), the Cash Settlement Amount to be paid in respect of each OET Warrants.

The Issuer's obligations will be discharged by payment to, or to the order of, the relevant Clearing System(s) of the amount so paid or in case of Italian Dematerialised Securities, by payment to the relevant Monte Titoli Accountholders indicated by Monte Titoli of the amount so paid. With reference to all Securities, excluding the Italian Dematerialised Securities, each of the persons shown in the records of the relevant Clearing System(s) as the holder of a particular amount of the Warrants must look solely to the relevant Clearing System(s) for his share of each such payment.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment.

#### (b) Physical Delivery Warrants

Subject as provided in Condition 18.3 and payment of any Expenses with regard to the relevant Warrants, the Issuer shall on the Settlement Date deliver, or procure the delivery of, the Entitlement for each duly exercised Warrant or Unit, as the case may be, pursuant to the details specified in the Exercise Notice. Subject as provided in Condition 23.3, the Entitlement shall be delivered and evidenced in such manner as set out in the applicable Final Terms.

With respect to Physical Delivery Warrants, in the event that no valid Exercise Notice has been duly delivered at or prior to 10.00 a.m. (Local Time) on the Exercise Date, and provided that the relevant Warrants are not Definitive Securities, in which case the provisions of Security Condition 19.6 (*Settlement provisions for Definitive Securities*) will apply, the Issuer shall have no obligation to make delivery of the Entitlement in respect of such Security unless and until a duly completed Exercise Notice is delivered as provided above. If the duly completed Exercise Notice is delivered after 10.00 a.m. (Local Time) on the Exercise Date, delivery of such Entitlement shall be made as soon as possible thereafter but not earlier than the Settlement Date.

For the avoidance of doubt, the relevant holder of a Security shall not be entitled to any additional or further payment by reason of the delivery of the Entitlement in respect of such Security occurring after the Settlement Date as a result of such Exercise Notice being delivered after 10.00 a.m. (Local Time) on the Exercise Date.

### 19.4 *Determinations*

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by Fiscal Agent, or the Italian Paying Agent (in case of Italian Dematerialised Securities) and shall be conclusive and binding on the Issuer, the Guarantor, if any, the Paying Agents, the Calculation Agent and the relevant Securityholder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form or which is not duly delivered to the relevant Clearing System(s) and copied to the relevant Issuer and the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) (or, in the case of Definitive Securities, which is not duly delivered to the

relevant Issuer together with the relevant Definitive Securities and copied to the Fiscal Agent) shall be null and void. In the case of Italian Dematerialised Warrants, the Italian Security Agent shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with Monte Titoli, it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, if any, the Italian Security Agents or Monte Titoli shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System, in consultation with the relevant Issuer and the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) (or, in the case of Definitive Securities, to the satisfaction of the relevant Issuer in consultation with the Fiscal Agent), it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System and copied to the relevant Issuer and the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) (or, in the case of Definitive Securities, to the relevant Issuer and copied to the Fiscal Agent).

The relevant Clearing System(s) (or, in the case of Definitive Securities, the relevant Issuer) shall use its best efforts promptly to notify the Securityholder (or the relevant Monte Titoli Accountholder, in case of Italian Dematerialised Securities) submitting an Exercise Notice if, in consultation with the relevant Issuer and/or the Fiscal Agent or the Italian Paying Agent (in case of Italian Dematerialised Securities) (as applicable), it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the relevant Issuer, the Guarantor (if any), the Paying Agents, the relevant Clearing System(s) and the Calculation Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Securityholder.

#### 19.5 *Delivery of an Exercise Notice*

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

#### 19.6 *Settlement provisions for Definitive Securities*

In the event that any Definitive Securities have been issued prior to the Exercise Date, the relevant Issuer shall, on or prior to the Exercise Date, notify Securityholders in accordance with Security Condition 8 (*Notices*) of the procedure to be followed in order to receive any Cash Settlement Amount that may be payable upon exercise of the Warrants.

#### 19.7 *Automatic Exercise*

- (a) This Condition only applies if Non-Automatic Exercise is specified as not applying in the applicable Final Terms.
- (b) Except for Physical Delivery Warrants, no Exercise Notice is required to be submitted or any other action required to be taken by any relevant Securityholder of a Warrant in order to receive the Cash Settlement Amount in respect of such Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be. In case of American Style Warrants, the Securityholder may exercise the Warrants during the Exercise Period, but if no Exercise Notice has been delivered, the Warrants shall be automatically exercised on the Expiration Date. The Issuer shall transfer or cause to be transferred to each Clearing System through which such Warrants are held an amount equal to the aggregate of the Cash Settlement Amounts in respect of the Warrants held in each such Clearing System and each such Clearing System shall, subject to having received such aggregate Cash Settlement Amount, on the Settlement Date credit the account of each Holder of such Warrant(s) in its books with an amount equal to the aggregate Cash Settlement Amount relating to the Warrant(s) held by such Securityholder and on or before the Settlement Date debit such account with the number of Warrants exercised and in respect of which such Cash Settlement Amount is being paid. Neither the Issuer nor, if applicable, the Guarantor shall have any responsibility for the crediting by the relevant Clearing System of any such amounts to any such accounts.

- (c) In the case of Physical Delivery Warrants, no Exercise Notice is required to be submitted or any other action required to be taken by any relevant Securityholder of a Warrant for the exercise of such Warrant, or if Units are specified in the applicable Final Terms, a Unit, as the case may be. However, an Exercise Notice is required to be submitted in order to obtain delivery of the Entitlement subject to Security Condition 19.3(b).

19.8 *Exercise Risk*

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer, the Guarantor, if any, or any of their Affiliates, the Paying Agents and the Calculation Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the relevant Issuer, the Guarantor, if any, or any of their Affiliates, the Paying Agents and the Calculation Agent shall, to the extent permitted by applicable law, under any circumstances be liable for any acts or defaults of the relevant Clearing System in relation to the performance of its duties in relation to the Warrants.

19.9 *Automatic Early Expiration*

This Security Condition 19.9 applies to Index Securities, Share Securities, Debt Securities, ETI Securities, Currency Securities, Futures Securities, Fund Securities and, if FI Underlying Automatic Early Expiration Payout is specified as applicable in the applicable Final Terms, Underlying Interest Rate Securities only.

- (a) If Automatic Early Expiration is specified as applicable in the applicable Final Terms, then unless previously exercised or cancelled, if on (i) any Automatic Early Expiration Valuation Date (the "**Relevant Automatic Early Expiration Valuation Date**") or (ii) in respect of an Automatic Early Expiration Valuation Period, as specified in the applicable Final Terms, an Automatic Early Expiration Event occurs, then the Warrants will be automatically cancelled in whole, but not in part, and on the Automatic Early Expiration Date each Warrant will entitle its holder to receive from the Issuer the relevant Automatic Early Expiration Amount or, in case of Physical Delivery Securities, the Early Expiration Entitlement, as the case may be, less any Expenses not already paid.
- (b) Notwithstanding Security Condition 19.9(a), an Automatic Early Expiration Event 1 may only occur on an AES 1 Expiration Valuation Date or in respect of an AES 1 Expiration Valuation Period and an Automatic Early Expiration Event 2 may only occur on an AES 2 Expiration Valuation Date or in respect of an AES 2 Expiration Valuation Period.
- (c) Definitions relating to Automatic Early Expiration:

"**AES Event 1 Underlying(s)**" means the Underlying Reference or each Underlying Reference comprising the Basket, in each case specified as such in the applicable Final Terms;

"**AES Event 2 Underlying(s)**" means the Underlying References or each Underlying Reference comprising the Basket, in each case specified as such in the applicable Final Terms;

"**AES Knock-out**" means the occurrence (such date of occurrence, the **AES Knock-out Date**) of a Knock-out Event and/or a Knock-in Event as specified in the applicable Final Terms;

"**AES Margin**" is as defined in the applicable Final Terms.

"**AES Range Level**" means the range of levels, amounts, numbers or percentages specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**AES Range Level 1**" means the range of levels, amounts, numbers or percentages specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**AES Range Level 2**" means the range of levels, amounts, numbers or percentages specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**AES Rate(s)**" means the rate(s) specified as such or determined in the manner set out in the applicable Final Terms with reference to each Automatic Early Expiration Date;

"**Automatic Early Expiration Amount**" means an amount equal to the Automatic Early Expiration Payout set out in the applicable Final Terms provided that if the Automatic Early Expiration Payout is zero, no amount shall be payable on settlement of the Warrant pursuant to this Security Condition. If the Automatic Early Expiration Amount is not an amount in the Settlement Currency specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms;

"**Automatic Early Expiration Date**" means each date specified as such in the applicable Final Terms, or if such date is not a Business Day, the next following Business Day, and no Securityholder shall be entitled to any interest or further payment in respect of such delay;

"**Automatic Early Expiration Event**" means:

- (a) if FI Underlying Automatic Early Expiration Payout is specified as applicable in the applicable Final Terms, that:
  - (i) (in respect of an Underlying Reference (other than an Alternative Currency)) the Underlying Reference Level is; or
  - (ii) (in respect of an Alternative Currency), the FX Coupon Performance determined by the Calculation Agent is

equal to or greater than the Automatic Early Expiration Level 1 and less than or equal to the Automatic Early Expiration Level 2;

- (b) if Standard Automatic Early Expiration and MFP AES Valuation are specified as applicable in the applicable Final Terms, that:
  - (i) the MFP AES Value 1 in respect of the AES Event 1 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than", (dd) "less than or equal to" the Automatic Early Expiration Level 1, or (ee) "within" the AES Range Level, or (ff) "outside" the AES Range Level 1, all as specified in the applicable Final Terms (the "**Automatic Early Expiration Event 1**"); and/or (as specified in the applicable Final Terms)
  - (ii) if Automatic Early Expiration Event 2 is specified as applicable in the applicable Final Terms, the MFP AES Value 2 in respect of the AES Event 2 Underlying(s) is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than", (dd) "less than or equal to" the Automatic Early Expiration Level 2 or (ee) "within" the AES Range Level, (ff) "outside" the AES Range Level 2, all as specified in the applicable Final Terms (the "**Automatic Early Expiration Event 2**");
- (c) if Standard Automatic Early Expiration is specified as applicable in the applicable Final Terms and MFP AES Valuation is specified as not applicable in the applicable Final Terms that:
  - (i) (A) if AES Event 1 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 1 or (B) if AES Event 1 Basket is specified as applicable in the applicable Final Terms, the Basket Price 1 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than", (dd) "less than or equal to" or (ee) "within" the AES Range Level, (ff) "outside" the AES Range Level 1, the Automatic Early Expiration Level 1, as specified in

the applicable Final Terms (the "**Automatic Early Expiration Event 1**"); and/or (as specified in the applicable Final Terms)

- (ii) if Automatic Early Expiration Event 2 is specified as applicable in the applicable Final Terms (A) if AES Event 2 Basket is specified as not applicable in the applicable Final Terms, the Underlying Reference Level 2 or (B) if AES Event 2 Basket is specified as applicable in the applicable Final Terms, the Basket Price 2 is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than", (dd) "less than or equal to" or (ee) "within" the AES Range Level, (ff) "outside" the AES Range Level 2, the Automatic Early Expiration Level 2, as specified in the applicable Final Terms (the "**Automatic Early Expiration Event 2**");
- (d) if Single Standard Automatic Early Expiration and MFP AES Valuation are specified as applicable in the applicable Final Terms, that the MFP AES Value is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than", (dd) "less than or equal to" or (ee) "within" the AES Range Level, (ff) "outside" the AES Range Level, the Automatic Early Expiration Level, as specified in the applicable Final Terms;
- (e) if Single Standard Automatic Early Expiration is specified as applicable in the applicable Final Terms and MFP AES Valuation is specified as not applicable in the applicable Final Terms that (A) in the case of a single Underlying Reference, the Underlying Reference Level or (B) in the case of a Basket of Underlying References, the Basket Price is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" (dd) "less than or equal to" or (ee) "within" the AES Range Level, (ff) "outside" the AES Range Level, the Automatic Early Expiration Level as specified in the applicable Final Terms;
- (f) if AES Knock-out is specified in the applicable Final Terms, an AES Knock-out occurs;
- (g) if Leveraged Automatic Early Expiration is specified as applicable in the applicable Final Terms that the Reference Level is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Leveraged Barrier, as specified in the applicable Final Terms; or

"**Automatic Early Expiration Level**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Expiration Level 1**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Expiration Level 2**" means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

"**Automatic Early Expiration Percentage(s)**" means the percentage(s) specified as such in the applicable Final Terms with reference to each Automatic Early Expiration Date;

"**Automatic Early Expiration Valuation Date**" means (i) the AES Knock-out Date or (ii) each date specified as such in the applicable Final Terms (including the AES 1 Expiration Valuation Date and AES 2 Expiration Valuation Date (if any)) or, if such date is not a Scheduled Trading Day (in the case of Index Securities, Share Securities, Debt Securities or ETI Securities), a Fund Business Day (in the case of Fund Securities) or Business Day (in the case of other Securities), as applicable, the next following Scheduled Trading Day, Fund Business Day or Business Day, as applicable, unless, in the case of Index Securities, Share Securities, Debt Securities or ETI Securities, in the opinion of the Calculation Agent, any such day is a Disrupted Day (in the case of Index Securities, Share Securities, Debt Securities or ETI Securities). If any such day is a Disrupted Day, or a day on which a Market Disruption Event is occurring, as applicable, then

the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Expiration Valuation Date", then the provisions of "Pricing Date" shall apply *mutatis mutandis* as if references in such provision to "Pricing Date" were to "Automatic Early Expiration Valuation Date". For the purposes of the Relevant Adjustment Provisions, any references to "Valuation Date" shall be deemed to refer to the "Automatic Early Expiration Valuation Date";

**"Automatic Early Expiration Valuation Period"** means the period (including the AES 1 Expiration Valuation Period and AES 2 Expiration Valuation Period (if any)) specified as such in the applicable Final Terms;

**"Automatic Early Expiration Valuation Time"** means the time specified as such in the applicable Final Terms;

**"Basket of Underlying References"** means, for the purposes of this Security Condition 19.9, the Basket of Indices, Basket of Shares, ETI Basket, Basket of Debt Instruments, Basket of Futures, Fund Basket or other basis of reference to which the value of the relevant Securities may relate, as specified in the applicable Final Terms;

**"Basket Price"** means, in respect of any Automatic Early Expiration Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each Underlying References comprising the Basket as the product of (a) the Underlying Reference Level of such Underlying References comprising the Basket on such Automatic Early Expiration Valuation Date and (b) the relevant Weighting;

**"Basket Price 1"** means, in respect of any AES 1 Expiration Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AES Event 1 Underlying comprising the Basket as the product of (a) the Underlying Reference Level 1 of such AES Event 1 Underlying on such AES 1 Expiration Valuation Date and (b) the relevant Weighting;

**"Basket Price 2"** means, in respect of any AES 2 Expiration Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each AES Event 2 Underlying comprising the Basket as the product of (a) the Underlying Reference Level 2 of such AES Event 2 Underlying on such AES 2 Expiration Valuation Date and (b) the relevant Weighting;

**"Early Expiration Entitlement"** means, in relation to a Physical Delivery Security, and an Underlying Reference or, as the case may be, a Component, the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which a Securityholder is entitled to receive on the Automatic Early Expiration Date in respect of each such Warrant following payment of any sums payable and Expenses rounded down as provided in Security Condition 18.3 (*Physical Settlement*), as determined by the Calculation Agent including any documents evidencing such Entitlement, specified in the applicable Final Terms or in accordance with the following:

- (a) the Entitlement Units; multiplied by
- (b) the Entitlement Multiplier; multiplied by
- (c) in respect of any Underlying Reference constituted by a Basket, the relevant Weighting;

**"Entitlement Units"** is as defined in the applicable Final Terms;

**"Entitlement Multiplier"** is as defined in the applicable Final Terms;

**"Leveraged Barrier"** is as defined in the applicable Final Terms;

**"Maximum AES Reference Rate"** is the rate specified in the applicable Final Terms;

**"Minimum AES Reference Rate"** is the rate specified in the applicable Final Terms;

**"Multiple Underlying Interest Rate Gearing"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

**"Multiple Underlying Reference Rate"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate;

**"Multiple Underlying Reference Rate Value"** means the value calculated in accordance with the following formula:

$$\sum_{i=1}^n \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$$

**"Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Reference Level"** means the value calculated in accordance with the following formula:

$$\text{Reference Level}_0 \times (1 + \text{Participation Factor} \times (\text{Fund Level}_t - \text{Fund Level}_0) / \text{Fund Level}_0 - (\text{Participation Factor} - 1) \times \text{Fees}_t)$$

where:

**"Reference Level<sub>0</sub>"** means the number (expressed as a percentage) specified in the Final Terms.

**"Fund Level<sub>0</sub>"** means the Settlement Price of the relevant Underlying Reference(s) as of the Fixing Date.

**"Fund Level<sub>t</sub>"** means, in respect of an Automatic Early Expiration Valuation Date, the Settlement Price of the relevant Underlying Reference(s) as of the Calculation Date immediately preceding such Automatic Early Expiration Valuation Date.

**"Fixing Date"** means the Calculation Date immediately preceding the First Calculation Date.

**"Calculation Date"** means each day which is a Fund Business Day.

**"First Calculation Date"** means the date specified as such in the applicable Final Terms.

**"Fees<sub>t</sub>"** means the cumulative leverage fee, expressed as a percentage and calculated by the Calculation Agent as the aggregate sum of the Fees Accrued during each Fees Accrual Period.

**"Fees Accrued"** means, in respect of a Fee Accrual Period, the fees accrued during such period, expressed as a percentage and calculated by the Calculation Agent as follows:

$$(\text{Fee ISDA Rate} + \text{Fee Margin}) \times \text{Day Count Fraction}$$

**"Fee ISDA Rate"** means the floating rate determined according to the ISDA Determination under Underlying Interest Rate Security Condition 2 (*ISDA Determination*) (which shall be applicable with respect to this definition only) as indicated in the applicable Final Terms.

**"Fee Margin"** is as defined in the applicable Final Terms.

**"Fee Accrual Period(s)"** means the periods commencing on (and including) the Fee Accrual Commencing Date up to (but excluding) the first Fee Accrual Date and each subsequent period commencing on (and including) a Fee Accrual Date up to (but excluding) the next following Fee Accrual Date. For the purposes of this Security Condition 19.9 (*Automatic Early Expiration*) and in relation to an Automatic Early Expiration Valuation Date, the last Fee Accrual Period shall be deemed to end (but exclude) on the Calculation Date immediately preceding such Automatic Early Expiration Valuation Date.

**"Fee Accrual Commencing Date"** is as defined in the applicable Final Terms.

**"Fee Accrual Date(s)"** is as defined in the relevant Final Terms.

**"Participation Factor"** is as defined in the applicable Final Terms.

**"Day Count Fraction"** is as defined in the applicable Final Terms.

**"Relevant Adjustment Provisions"** means:

- (a) in the case of Index Securities, Index Security Condition 2 (*Market Disruption*) and Index Security Condition 3 (*Adjustments to an Index*);
- (b) in the case of Share Securities, Share Security Condition 2 (*Market Disruption*), Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 5 (*Extraordinary Events*);
- (c) in the case of ETI Securities, ETI Security Condition 2 (*Market Disruption*) and ETI Security Condition 3 (*Potential Adjustment Events*);
- (d) in the case of Currency Securities, Currency Security Condition 2 (*Disruption Events*), Currency Security Condition 3 (*Consequences of a Disruption Event*);
- (e) in the case of Fund Securities, Fund Security Condition 4 (*Consequences of an Extraordinary Fund Event*);
- (f) in the case of Futures Securities, Futures Security Condition 3 (*Adjustments to a Future*); and
- (g) in the case of Debt Securities, Debt Security Condition 3 (*Market Disruption*), Debt Security Condition 4 (*Correction of Debt Instrument Price*) and Debt Security Condition 5 (*Redemption or Cancellation of a Debt Instrument*);

**"MFP AES Value"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"MFP AES Value 1"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"MFP AES Value 2"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement*

Amounts) or 8.5 (Weighted Average Values for MFP Payouts and Entitlement Amounts) specified as such in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of this Security Condition 19.9 each Index, Share, Debt Instrument, ETI Interest, Alternative Currency, Future, Fund, Underlying Interest Rate or other basis of reference to which the relevant Securities relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest Rate<sub>(i)</sub> specified as such (together the **"Multiple Underlying Interest Rate"**) will be calculated separately and independently but for the purposes of this Security Condition 19.9 and the Underlying Interest Rate Security Conditions shall be deemed to together constitute an Underlying Reference;

**"Underlying Reference Level"** means, in respect of any Automatic Early Expiration Valuation Date, (i) "official level", "official close", "last price", "bid price" or "asked price" of the Underlying Reference or the Italian Securities Reference Price, as specified in the applicable Final Terms published by the Observation Price Source specified in the Final Terms or (ii) if Standard Price is specified as applicable in the applicable Final Terms (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant Underlying Reference, (b) in the case of Index Securities, the level of the relevant Underlying Reference, (c) in the case of Currency Securities, the spot rate of exchange for the exchange of the Alternative Currency into the Base Currency (expressed as the number of units (or part units) of such Alternative Currency for which one unit of the Base Currency can be exchanged), (d) in the case of an Inflation Index, the Relevant Level, (e) in the case of an Underlying Interest Rate, the Underlying Reference Rate, or (f) if FI Underlying Automatic Early Expiration Payout is specified as applicable in the applicable Final Terms and Multiple Underlying Interest Rate is specified as applicable, the Multiple Underlying Reference Rate Value, in each case, as determined by the Calculation Agent as of the Automatic Early Expiration Valuation Time on such Automatic Early Expiration Valuation Date or, in the case of the "official close" level, at such time on such Automatic Early Expiration Valuation Date as the "official close" level is published by the Observation Price Source;

**"Underlying Reference Level 1"** means, in respect of any AES 1 Expiration Valuation Date, (i) if Standard Price is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant AES Event 1 Underlying, (b) in the case of Index Securities, the level of the relevant AES Event 1 Underlying, (c) in the case of Currency Securities, the spot rate of exchange for the exchange of the Alternative Currency into the Base Currency (expressed as the number of units (or part units) of such Alternative Currency for which one unit of the Base Currency can be exchanged), or (d) in the case of an Inflation Index, the Relevant Level, or (e) in the case of an Underlying Interest Rate, the Underlying Reference Rate, in each case, as determined by the Calculation Agent as of the Automatic Early Expiration Valuation Time on such AES 1 Expiration Valuation Date or (ii) in the case of Debt Securities or Currency Securities to which Futures Price Valuation applies, the "last price" of the relevant AES Event 1 Underlying published by the Observation Price Source specified for such AES Event 1 Underlying; and

**"Underlying Reference Level 2"** means, in respect of any AES 2 Expiration Valuation Date, (i) if Standard Price is specified as applicable in the applicable Final Terms, (a) in the case of Share Securities, ETI Securities and Futures Securities, the price of the relevant AES Event 2 Underlying, (b) in the case of Index Securities, the level of the relevant AES Event 2 Underlying, (c) in the case of Currency Securities, the spot rate of exchange for the exchange of the Alternative Currency into the Base Currency (expressed as the number of units (or part units) of such Alternative Currency for which one unit of the Base Currency can be exchanged), or (d) in the case of an Inflation Index, the Relevant Level, or (e) in the case of an Underlying Interest Rate, the Underlying Reference Rate, in each case, as determined by the Calculation Agent as of the Automatic Early Expiration Valuation Time on such AES 2 Expiration Valuation Date or (ii) in the case of Debt Securities or Currency Securities to which Futures Price Valuation applies, the "last price" of the relevant AES Event 2 Underlying published by the Observation Price Source specified for such AES Event 2 Underlying.

(d) *AES Rate Determination*

- (i) Where the applicable Final Terms specify that the AES Rate is determined by reference to a Screen Rate, the AES Rate will, subject as provided below, be either:
- (A) the offered quotation; or
  - (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate *per annum*) for the AES Reference Rate(s) which appears or appear, as the case may be, on the AES Screen Page (or such replacement page on that service which displays the information) as at the AES Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) (the "**Screen Page AES Rate**") on the AES Reference Rate Determination Date in question plus or minus (as indicated in the applicable Final Terms) the AES Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the AES Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the AES Screen Page is not available or if, in the case of sub-paragraph (i)(A), no offered quotation appears on the AES Screen Page (or such replacement page on that service which displays the information) or, in the case of sub-paragraph (i)(B), fewer than three offered quotations appear on the AES Screen Page (or such replacement page on that service which displays the information), in each case as at the AES Specified Time, except as provided in paragraph (iii) below, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the AES Reference Rate at the AES Specified Time on the AES Reference Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the AES Rate shall be the arithmetic mean (rounded if necessary to the nearest 0.001 with 0.0005 being rounded upwards) of the relevant quotations, eliminating the highest quotation (or in the event that two or more quotations are identical, one of the highest) and the lowest (or in the event that two or more quotations are identical, one of the lowest) plus or minus (as appropriate) the AES Margin (if any), all as determined by the Calculation Agent.

If on any AES Reference Rate Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the AES Rate shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest 0.001, with 0.0005 being rounded upwards) of the rates *per annum*, as communicated to the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the AES Specified Time on the relevant AES Reference Rate Determination Date, deposits in the Settlement Currency for a period equal to that which would have been used for the AES Reference Rate by leading banks in the inter-bank market plus or minus (as appropriate) the AES Margin (if any).

If fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the AES Rate shall be offered rate for deposits in the Settlement Currency for a period equal to that which would have been used for the AES Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Settlement Currency for a period equal to that which would have been used for the AES Reference Rate, at which, at the AES Specified Time on the relevant AES Reference Rate Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the AES Reference Rate (which will be the London inter-bank market, if the AES Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AES Reference

Rate is EURIBOR) plus or minus (as appropriate) the AES Margin (if any) as determined by the Calculation Agent.

If the AES Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the Calculation Agent shall determine the AES Rate from such source(s) as it acting in good faith and in a commercially reasonable manner may select, except that if the Calculation Agent determines that the absence of the quotation is due to the discontinuation of the Screen Page AES Rate, then the AES Reference Rate will be determined in accordance with paragraph below, provided that if such discontinuation is an Administrator/Benchmark Event which has been specified as an Optional Disruption Event then the Issuer may make such adjustment or redeem the Securities pursuant to the provisions set out in Security Condition 13 and in such case the paragraph below shall not apply.

- (ii) If the Calculation Agent determines at any time prior to any AES Reference Rate Determination Date, that the Screen Page AES Rate has been discontinued, the Calculation Agent will use, as a substitute for the Screen Page AES Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the currency of the relevant rate that is consistent with industry accepted standards, provided that if the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable AES Reference Rate Determination Date) appoint an agent (the "**Reference Rate Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page AES Rate, is available for the purpose of determining the AES Reference Rate on each AES Reference Rate Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer of such successor rate to be used by the Calculation Agent to determine the AES Rate.

If the Reference Rate Determination Agent or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement AES Reference Rate**"), for the purpose of determining the AES Reference Rate on each AES Reference Rate Determination Date falling on or after such determination:

- (A) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the AES Reference Rate Determination Date, the Day Count Fraction, and any method for obtaining the Replacement AES Reference Rate, including any adjustment needed to make such Replacement AES Reference Rate comparable to the Screen Page AES Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement AES Reference Rate;
- (B) references to the AES Reference Rate in these Conditions will be deemed to be references to the relevant Replacement AES Reference Rate, including any alternative method for determining such rate as described in above;
- (C) the Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement AES Reference Rate, and the details described in above, as soon as reasonably practicable; and
- (D) the Issuer will give notice to the Holders Security Condition 8 (*Notices*) and the Calculation Agent of the Replacement AES Reference Rate, and the details described in above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable AES Reference Rate Determination Date.

The determination of the Replacement AES Reference Rate and the other matters referred to above by the Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent and the Holders, unless the Issuer, the Calculation Agent or the Reference Rate Determination Agent determines at a later date that the Replacement AES Reference Rate is no longer substantially comparable to the AES Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement AES Reference Rate or determining a substitute Replacement AES Reference Rate in an identical manner as described in this paragraph (ii). If the Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement AES Reference Rate, then the Replacement AES Reference Rate will remain unchanged.

The Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the relevant rate as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable) or (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent.

If the Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a Replacement AES Reference Rate, then the Replacement AES Reference Rate, shall be equal to the last AES Reference Rate available on the Relevant Screen Page, plus or minus (as appropriate) the AES Margin (if any), as determined by the Calculation Agent.

If the applicable Final Terms specifies a Minimum AES Reference Rate then, in the event that the AES Reference Rate determined in accordance with the above provisions is less than such Minimum AES Reference Rate, the AES Rate shall be such Minimum AES Reference Rate.

If the applicable Final Terms specifies a Maximum AES Reference Rate then, in the event that the AES Reference Rate determined in accordance with the above provisions is greater than such Maximum AES Reference Rate, the AES Rate shall be such Maximum AES Reference Rate.

## 20. **MINIMUM AND MAXIMUM NUMBER OF WARRANTS EXERCISABLE**

### 20.1 *American Style Warrants*

This Condition 20.1 applies only to American Style Warrants.

- (a) The number of Warrants exercisable by any Securityholder on any Actual Exercise Date or, in the case of automatic exercise, the number of Warrants held by any Securityholder on any Actual Exercise Date, in each case as determined by the Issuer, must not be less than the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.
- (b) If the Issuer determines that the number of Warrants being exercised on any Actual Exercise Date by any Securityholder or a group of Securityholders (whether or not acting in concert) exceeds the Maximum Exercise Number (a number equal to the Maximum Exercise Number being the "**Quota**"), the Issuer may deem the Actual Exercise Date for the first Quota of such Warrants, selected at the discretion of the Issuer, to be such day and the Actual Exercise Date for each additional Quota of such Warrants (and any remaining number thereof) to be each of the succeeding Exercise Business Days until all such Warrants have been attributed with an Actual Exercise Date, provided, however, that the deemed Actual Exercise Date for any such Warrants which would thereby fall after the Expiration Date shall fall on the Expiration Date. In any case where more than the Quota of Warrants are exercised on the same day by

Securityholder(s), the order of settlement in respect of such Warrants shall be at the sole discretion of the Issuer.

## 20.2 *European Style Warrants*

This Condition 20.2 applies only to European Style Warrants.

The number of Warrants exercisable by any Securityholder on the Exercise Date, as determined by the Issuer, must be equal to the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

## 21. **PAYMENTS ON CANCELLATION OF WARRANTS**

### 21.1 *Highest Value*

If "**Highest Value**" is specified as applicable in the applicable Final Terms, the greater of the fair market value or, as the case may be, Settled Amount of a Security or Unit, as the case may be, (notwithstanding any illegality (if applicable) and taking into account any Additional Disruption Event, Optional Additional Disruption Event, Index Adjustment Event, Non-Commencement or Discontinuance of an Exchange-traded Contract, Extraordinary Event, Market Disruption Event, Index Cancellation, Extraordinary Fund Event, or Futures Adjustment Event as the case may be) and the Protected Amount specified in the applicable Final Terms or, as the case may be, proportionate share of such Protected Amount, provided that, (x) no costs shall be deducted from such amount and (y) such amount shall include the reimbursement by the Issuer, *pro rata* (from the date of cancellation or, as the case may be, partial cancellation date, notified to the Securityholders until the Exercise Date or the Expiration Date, as the case may be, of the Securities), of any costs or, as the case may be, proportionate share of such costs, (including but not limited to any structuring costs) paid by Securityholders to the Issuer in the Issue Price of the Securities, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation or, as the case may be, notice of partial cancellation.

### 21.2 *Market Value*

If "**Market Value**" is specified as applicable in the applicable Final Terms, the fair market value or, as the case may be, Settled Amount, of a Security or Unit, as the case may be, (notwithstanding any illegality (if applicable) and taking into account any Additional Disruption Event, Optional Additional Disruption Event, Index Adjustment Event, Non-Commencement or Discontinuance of an Exchange-traded Contract, Extraordinary Event, Market Disruption Event, Index Cancellation, Extraordinary Fund Event, or Futures Adjustment Event, as applicable) calculated (x) without taking account of any costs and no costs shall be deducted from such amount, and (y) including the reimbursement by the Issuer, *pro rata* (calculated from the early cancellation date or, as the case may be, partial cancellation date notified to the Securityholders until the Exercise Date or the Expiration Date, as the case may be, of the Securities), of any costs or, as the case may be, proportionate share of such costs (including but not limited to any structuring costs) paid by Securityholders to the Issuer in the Issue Price of the Securities, such an amount to be paid to the Securityholders on the date notified in the notice of cancellation or, as the case may be, notice of partial cancellation.

## 22. **ACKNOWLEDGEMENT OF THE ITALIAN BAIL-IN POWER**

Notwithstanding any provision of these Conditions or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Securities each holder (which, for the purposes of this Security Condition 22, includes each holder of a beneficial interest in the Securities) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the settlement amount in respect of the Securities; (ii) the conversion of all, or a portion, of the settlement amount in respect of the Securities, into ordinary shares, other

securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions; (iii) the cancellation of the Securities or the settlement amount in respect of the Securities; and (iv) the amendment or alteration of the exercise date or exercise period of the Securities; and

- (b) the variation of these Conditions, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

The exercise of the Italian Bail-in Power by the Relevant Authority shall not constitute an event of default and these Conditions shall remain in full force and effect save as varied by the Relevant Authority in accordance with this Security Condition 22.

## 23. **ACKNOWLEDGEMENT OF THE LUXEMBOURG BAIL-IN POWER**

Notwithstanding any provision of these Conditions or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Securities each holder (which, for the purposes of this Security Condition 23, includes each holder of a beneficial interest in the Securities) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the Luxembourg Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the settlement amount in respect of the Securities; (ii) the conversion of all, or a portion, of the settlement amount in respect of the Securities, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions; (iii) the cancellation of the Securities or the settlement amount in respect of the Securities; and (iv) the amendment or alteration of the exercise date or exercise period of the Securities; and
- (b) the variation of these Conditions, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

The exercise of the Luxembourg Bail-in Power by the Relevant Authority shall not constitute an event of default and these Conditions shall remain in full force and effect save as varied by the Relevant Authority in accordance with this Security Condition 23.

## ANNEX 1

### ADDITIONAL TERMS AND CONDITIONS RELATING TO FORMULAS

The following terms and conditions (the "**Formulas Conditions**"), subject to completion in the applicable Final Terms, relate to the Final Payouts, Automatic Early Expiration Payouts and Entitlements in respect of the Warrants. In particular, certain sections of the Formulas Conditions will be set out and completed in the applicable Final Terms. In the event of any inconsistency between the terms and conditions of the Securities (the "**Security Conditions**") and the Formulas Conditions, the Formulas Conditions shall prevail. The descriptions of the certain final payouts and/or related provisions included in italics below do not form part of the Formulas Conditions, are included for information purposes only and are subject to the detailed terms of the relevant final payouts as applicable.

#### 1. FINAL PAYOUTS

##### 1.1 Final Payouts Formulas

The following final payouts (each a "**Final Payout**") shall apply to the Securities if specified in the applicable Final Terms:

- (a) **This section is intentionally left blank.**
- (b) **This section is intentionally left blank.**
- (c) **Single Final Payout - Parity and Exchange Securities**

If Single Final Payout - Parity and Exchange Securities is specified as applicable in the applicable Final Terms:

- (i) if Settlement Price Final is less than or equal to the Maximum Payout Amount:

$$\frac{\text{Settlement Price Final}}{\text{Parity} \times \text{Exchange Rate Final}}; \text{ or}$$

- (ii) if Settlement Price Final is greater than the Maximum Payout Amount:

$$\frac{\text{Maximum Payout Amount}}{\text{Parity} \times \text{Exchange Rate Final}}$$

##### *Description of the Final Payout*

*If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or less than the Maximum Payout Amount, the Final Payout will equal the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity). Otherwise the Final Payout will equal the Maximum Payout Amount (divided by the product of the Exchange Rate Final and Parity).*

- (d) **This section is intentionally left blank.**
- (e) **This section is intentionally left blank.**
- (f) **This section is intentionally left blank.**
- (g) **This section is intentionally left blank.**
- (h) **This section is intentionally left blank.**
- (i) **Single Final Payout - Capped Speed Securities**

If Single Final Payout - Capped Speed Securities is specified as applicable in the applicable Final Terms:

- (i) if Settlement Price Final is greater than the Strike Price:

$$\frac{[\text{Strike Price} + \text{Speed Factor} \times [\text{Min}(\text{Upper Level}; \text{Settlement Price Final}) - \text{Strike Price}]]}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

- (ii) if Settlement Price Final is less than or equal to the Strike Price:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

**Description of the Final Payout**

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Strike Price, the Final Payout will equal the Strike Price plus the Speed Factor multiplied by the difference between (i) the lesser of the Upper Level and the Settlement Price of the Underlying Reference on the Valuation Date and (ii) the Strike Price, divided by the product of the Exchange Rate Final and Parity. Otherwise, the Final Payout will equal the Settlement Price of the Underlying Reference on the Valuation Date divided by the product of the Exchange Rate Final and Parity.*

**(j) Single Final Payout - Capped Bonus Parity Exchange Securities**

If Single Final Payout - Capped Bonus Parity Exchange Securities is specified as applicable in the applicable Final Terms:

- (i) if Settlement Price Final is greater than the Barrier Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$
; or

- (ii) if Settlement Price Final is less than or equal to the Barrier Level:

$$\frac{\text{Min}[\text{Settlement Price Final}; \text{Cap Level}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

**Description of the Final Payout**

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Barrier Level, the Final Payout will equal the Bonus Level (divided by the product of the Exchange Rate Final and Parity). Otherwise the Final Payout will be equal to the Settlement Price on the Valuation Date, subject to a cap of the Cap Level, divided by the product of the Exchange Rate Final and Parity.*

- (k) This section is intentionally left blank.**

- (l) This section is intentionally left blank.**

**(m) Single Final Payout - Continuous Capped Bonus Parity Exchange Securities**

If Single Final Payout - Continuous Capped Bonus Parity Exchange Securities is specified as applicable in the applicable Final Terms:

- (i) if the Underlying Reference Level has never been less than or equal to the Barrier Level at any time on any Observation Date during the Observation Period:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$
; or

- (ii) otherwise:

$$\frac{\text{Min}[\text{Settlement Price Final}; \text{Cap Level}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

***Description of the Final Payout***

*If the Underlying Reference Level has never been less than or equal to the Barrier Level during the Observation Period, the Final Payout will be equal to the Bonus Level (divided by the product of the Exchange Rate Final and Parity). Otherwise the Final Payout will be equal to the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity) subject to a maximum of Cap Level (divided by the product of the Exchange Rate Final and Parity).*

(n) **This section is intentionally left blank.**

(o) **Single Final Payout - Standard Express Securities**

If Single Final Payout - Standard Express Securities is specified as applicable in the applicable Final Terms:

(i) if Settlement Price Final is greater than the Barrier Level:

Express Amount; or

(ii) if Settlement Price Final is less than or equal to the Barrier Level:

$$\text{Issue Price} \times \left( \frac{\text{Settlement Price Final}}{\text{Strike Price}} \right)$$

***Description of the Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Barrier Level, the Final Payout will equal the Express Amount.*

*Otherwise, the Final Payout will equal the Issue Price plus the performance of the Underlying Reference.*

(p) **Single Final Payout – Continuous Reverse Level Parity Exchange Securities**

If Single Final Payout – Continuous Reverse Level Parity Exchange Securities is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is less than the Barrier Level:

$$\frac{\text{Reverse Level} - \text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}, \text{ or}$$

(ii) otherwise:

$$\text{Max} \left[ 0; \frac{\text{Reverse Level} - \text{Max} [\text{Settlement Price Final}; \text{Cap Level}]}{\text{Parity} \times \text{Exchange Rate Final}} \right]$$

***Description of the Final Payout***

*If the Underlying Reference Level is at all times during the Observation Period less than the Barrier Level, the Final Payout will equal the difference between the Reverse Level and the Bonus Level (divided by the product of the Exchange Rate Final and Parity). Otherwise the Final Payout will equal the Reverse Level minus the greater of the Settlement Price on the Valuation Date and the Cap Level (divided by the product of the Exchange Rate Final and Parity), provided that, in such case, the Final Payout will not be less than zero.*

- (q) **This section is intentionally left blank.**
- (r) **This section is intentionally left blank.**
- (s) **Single Final Payout - Forex DivReinvested Fees Securities**

If Single Final Payout - Forex DivReinvested Fees Securities is specified as applicable in the applicable Final Terms:

$$\text{Cert}_{(t_0)} \times \text{AF}_{(t)} \times \left[ \text{UR}_{(t)} \times \text{Fx}_{(t)} / (\text{UR}_{(t_0)} \times \text{Fx}_{(t_0)}) \right]$$

where:

"**ACT<sub>(i,i-1)</sub>**" means the number of calendar days between two ACT Days;

"**ACT Day**" means Scheduled Trading Days or calendar days as specified in the applicable Final Terms;

"**AF<sub>(t)</sub>**" means fees factor<sub>(t)</sub> × div reinvested factor<sub>(t)</sub>;

"**Applicable Withholding Tax**" means a percentage calculated by the Calculation Agent representing the amount of taxes deducted or withheld at source by or on behalf of any applicable authority having the power to tax in respect of any cash dividends ex-dividend at date<sub>i</sub> payable in respect of the relevant Share or a constituent share in an Index pursuant to any applicable double taxation treaty or domestic law prevailing at the time of the distribution;

"**Cert<sub>(t0)</sub>**" means the amount specified as such in the applicable Final Terms;

"**div reinvested factor<sub>(t)</sub>**" means:

- (i) if the Underlying Reference is a Share or an Index (where in the determination of the Calculation Agent dividends on the constituent share are not reinvested in the Index),  

$$\text{Product}_{(i=t_0+1) \text{ to } (i=t)} (1 + \text{Div Percentage} \times \text{Gross div}_{(i)} / \text{UR}_{(i-1)});$$
 or
- (ii) otherwise, 1;

"**Div Percentage**" means:

- (i) if Applicable Withholding Tax is specified as not applicable in the applicable Final Terms, the percentage specified as such in the applicable Final Terms;
- (i) if Applicable Withholding Tax is specified as applicable in the applicable Final Terms, an amount calculated by the Calculation Agent equal to 1 – Applicable Withholding Tax;

"**Exchange Rate Previous**" means Exchange Rate Initial or the Exchange Rate on the Initial Valuation Date as specified in the applicable Final Terms;

"**fees**" means the percentage specified as such in the applicable Final Terms;

"**fees factor<sub>(t)</sub>**" means  $\text{Product}_{(i=t_0+1) \text{ to } (i=t)} (1 - \text{fees} \times \text{ACT}_{(i,i-1)}/360)$ ;

"**First Valuation Date**" means the Strike Date or the Initial Valuation Date, as specified in the Final Terms;

"**Fx<sub>(t)</sub>**" means Exchange Rate Final;

"**Fx<sub>(t0)</sub>**" means Exchange Rate Previous;

"**Gross div<sub>(ti)</sub>**" means (i) if the Underlying Reference is a Share, any ordinary cash dividends (before deduction of any withholding or deduction of taxes at source by or on behalf of any applicable authority having the power to tax in respect of such dividend and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividend) ex-dividend at date<sub>ti</sub> and effectively paid or (ii) if the Underlying Reference is an Index, any ordinary cash dividends (before deduction of any withholding or deduction of taxes at source by or on behalf of any applicable authority having the power to tax in respect of such dividend and without any tax credit refund or deduction granted by any applicable authority having the power to tax in respect of such dividend) ex-dividend at date<sub>ti</sub> on any constituent share in such Index at date<sub>ti</sub>, taking into account the weight of such constituent share at date<sub>ti-1</sub> and effectively paid, provided that if no ordinary cash dividends are paid ex-dividend at date<sub>ti</sub>, Gross div<sub>(ti)</sub> will be zero;

"**Initial Valuation Date**" is the date specified as such in the applicable Final Terms. The Initial Valuation Date shall be deemed to be a Valuation Date and shall be subject to the provisions thereof;

"**UR<sub>(t)</sub>**" means Settlement Price Final;

"**UR<sub>(ti-1)</sub>**" means the Settlement Price of the Underlying Reference on the Scheduled Trading Day prior to the Dividend ex Date<sub>(ti-1)</sub>; and

"**UR<sub>(t0)</sub>**" means the Settlement Price of the Underlying Reference on the First Valuation Date.

***Description of the Final Payout***

*The Final Payout replicates the performance of the Underlying Reference less certain amounts (including, but not limited to, fees (including quanto fees), dividends paid (if applicable) and roll fees depending on the Underlying Reference).*

**(t) Single Final Payout – Continuous Bonus Floored Exchange Parity Securities**

If Single Final Payout – Continuous Bonus Floored Exchange Parity Securities is specified as applicable in the applicable Final Terms:

- (i) if the Underlying Reference Level has never been less than or equal to the Barrier Level at any time on any Observation Date during the Observation Period:

$$\frac{\text{Max [Settlement Price Final; Bonus Level]}}{[\text{Parity} \times \text{Exchange Rate Final}]}, \text{ or}$$

- (ii) otherwise:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

***Description of the Final Payout***

*If the Underlying Reference Level has never been less than or equal to the Barrier Level during the Observation Period, the Final Payout will be equal to the maximum between the Bonus Level (divided by the product of the Exchange Rate Final and Parity) and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity). Otherwise the Final Payout will be equal to the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity).*

**(u) This section is intentionally left blank.**

**(v) Single Final Payout – Continuous Capped Reverse Level Parity Exchange Securities**

If Single Final Payout – Continuous Capped Reverse Level Parity Exchange Securities is specified as applicable in the applicable Final Terms:

- (i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level has been less than the Barrier Level:

$$\frac{\text{Reverse Level} - \text{Min} [\text{Bonus Level}; \text{Settlement Price Final}]}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

- (ii) otherwise:

$$\text{Max} \left[ \frac{\text{Floor Level}}{(\text{Parity} \times \text{Exchange Rate Final})}, \frac{(\text{Reverse Level} - \text{Settlement Price Final})}{(\text{Parity} \times \text{Exchange Rate Final})} \right]$$

Where

"**Floor Level**" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*If the Underlying Reference Level is less than the Barrier Level at all times during the Observation Period, the Final Payout will equal the Reverse Level minus the minimum between the Bonus Level and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity). Otherwise the Final Payout will equal the maximum between the Reverse Level minus the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity) and the Floor Level (divided by the product of the Exchange Rate Final and Parity).*

- (w) **This section is intentionally left blank.**
- (x) **This section is intentionally left blank.**
- (y) **Single Final Payout – Continuous Bonus Barrier Securities**

If Single Final Payout – Continuous Bonus Barrier Securities is specified as applicable in the applicable Final Terms:

- (i) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and equal to or greater than the Bonus Level:

- (A) if Settlement Price Final is less than or equal to the Bonus Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

- (B) if Settlement Price Final is greater than the Bonus Level:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

- (ii) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and at all times less than the Bonus Level:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

- (iii) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:

- (A) if Settlement Price Final is less than or equal to the Bonus Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

- (B) if Settlement Price Final is greater than the Bonus Level:

$$\frac{\text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

**Description of the Final Payout**

*If the Underlying Reference Level has at any time been less than or equal to the Barrier Level during the Observation Period and equal to or greater than the Bonus Level, the Final Payout will be equal to the maximum between the Bonus Level (divided by the product of the Exchange Rate Final and Parity) and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity). If the Underlying Reference has at any time been less than or equal to the Barrier Level during the Observation Period and at all times less than the Bonus Level, the Final Payout will be equal to the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity). If the Underlying Reference Level has at all times been greater than the Barrier Level during the Observation Period, the Final Payout will be equal to the maximum between the Bonus Level (divided by the product of the Exchange Rate Final and Parity) and the Settlement Price on the Valuation Date (divided by the product of the Exchange Rate Final and Parity).*

**(z) Single Final Payout – Capped Continuous Bonus Barrier Securities**

If Single Final Payout – Capped Continuous Bonus Barrier Securities is specified as applicable in the applicable Final Terms:

- (i) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and equal to or greater than the Bonus Level:

- (A) if Settlement Price Final is less than or equal to the Bonus Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$$

- (B) if Settlement Price Final is greater than the Bonus Level:

$$\text{Min} \frac{[\text{Settlement Price Final, Cap Percentage 1}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

- (ii) if at any time on any Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Barrier Level and at all times less than the Bonus Level:

$$\text{Min} \frac{[\text{Settlement Price Final, Cap Percentage 2}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

- (iii) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Barrier Level:

- (A) if Settlement Price Final is less than or equal to the Bonus Level:

$$\frac{\text{Bonus Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$$

- (B) if Settlement Price Final is greater than the Bonus Level:

$$\text{Min} \frac{[\text{Settlement Price Final, Cap Percentage 3}]}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

### ***Description of the Final Payout***

*If the Underlying Reference Level has at any time been less than or equal to the Barrier Level during the Observation Period and equal to or greater than the Bonus Level, the Final Payout will be equal to the maximum between the Bonus Level (divided by the product of the Exchange Rate Final and Parity) and the Settlement Price on the Valuation Date subject to a maximum of Cap Percentage 1 (divided by the product of the Exchange Rate Final and Parity).*

*If the Underlying Reference has at any time been less than or equal to the Barrier Level during the Observation Period and at all times less than the Bonus Level, the Final Payout will be equal to the Settlement Price on the Valuation Date subject to a Cap Percentage 2 (divided by the product of the Exchange Rate Final and Parity). If the Underlying Reference Level has at all times been greater than the Barrier Level during the Observation Period, the Final Payout will be equal to the maximum between the Bonus Level (divided by the product of the Exchange Rate Final and Parity) and the Settlement Price on the Valuation Date subject to a maximum of Cap Percentage 3 (divided by the product of the Exchange Rate Final and Parity).*

#### **(aa) Single Final Payout - Lower Collared Knock-Out Securities**

If Single Final Payout - Lower Collared Knock-Out Securities is specified as applicable in the applicable Final Terms:

- (i) if the Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

- (ii) if the Settlement Price Final is greater than the Lower Level and less than the Upper Level:

$$\frac{\text{Settlement Price Final} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

- (iii) if the Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

where:

"**Final Level**" is as defined in the applicable Final Terms.

### ***Description of the Final Payout***

*If the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Lower Level, the Final Payout will be equal to the Settlement Price of the Underlying Reference on the Valuation Date less the Lower Level (divided by the product of the Exchange Rate Final and Parity), provided that, in such case, the Final Payout will not be greater than the Upper Level less the Lower Level (divided by the product of the Exchange Rate Final and Parity). If the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Lower Level, the Final Payout equals to Final Level (divided by the product of the Exchange Rate Final and Parity).*

#### **(bb) Single Final Payout - Upper Collared Knock-Out Securities**

If Single Final Payout - Upper Collared Knock-Out Securities is specified as applicable in the applicable Final Terms:

- (i) if the Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

- (ii) if the Settlement Price Final is greater than the Lower Level but less than the Upper Level:

$$\frac{\text{Upper Level} - \text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$$

- (iii) if the Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

Where

"Final Level" is as defined in the applicable Final Terms.

**Description of the Final Payout**

*If the Settlement Price of the Underlying Reference on the Valuation Date is less than the Upper Level, the Final Payout will equal the Upper Level less the Settlement Price of the Underlying Reference on the Valuation Date (divided by the product of the Exchange Rate Final and Parity), provided that the Final Payout will not be greater than the Upper Level less the Lower Level (divided by the product of the Exchange Rate Final and Parity). If the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Upper Level, the Final Payout equals to Final Level (divided by the product of the Exchange Rate Final and Parity).*

**(cc) Single Final Payout - Continuous Lower Knock-Out Securities**

If Single Final Payout - Continuous Lower Knock-Out Securities is specified as applicable in the applicable Final Terms:

- (i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is greater than the Lower Level:

- (A) if Settlement Price Final is greater than the Lower Level:

$$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$$

- (B) if Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Final Level 1}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$$

- (ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is less than or equal to the Lower Level:

- (A) if Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]};$$

- (B) if Settlement Price Final is greater than the Lower Level but less than the Upper Level:

$$\frac{\text{Settlement Price Final} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ OR}$$

- (C) if the Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Final Level 2}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

where:

"Final Level 1" is as defined in the applicable Final Terms;

"Final Level 2" is as defined in the applicable Final Terms.

**Description of the Final Payout**

*If the Underlying Reference Level is at all times during the Observation Period greater than the Lower Level and if the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Lower Level, then the Final Payout equals the Upper Level less the Lower Level (divided by the product of the Exchange Rate Final and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Lower Level, then the Final Payout equals to Final Level 1 (divided by the product of the Exchange Rate Final and Parity). If the Underlying Reference Level has at any time during the Observation Period been less than or equal to the Lower Level and if the Settlement Price of the Underlying Reference on the Valuation Date is greater than the Lower Level, the Final Payout will equal the Settlement Price of the Underlying Reference on the Valuation Date less the Lower Level (divided by the product of the Exchange Rate Final and Parity), provided that, in such case, the Final Payout will not be greater than the Upper Level less the Lower Level (divided by the product of the Exchange Rate Final and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is less than or equal to the Lower Level, then the Final Payout equals to Final Level 2 (divided by the product of the Exchange Rate Final and Parity).*

**(dd) Single Final Payout - Continuous Upper Knock-Out Securities**

If Single Final Payout - Continuous Upper Knock-Out Securities is specified as applicable in the applicable Final Terms:

(i) if at all times on each Observation Date during the Observation Period the Underlying Reference Level is less than the Upper Level:

(A) if Settlement Price Final is less than the Upper Level:

$$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Final Level 1}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(ii) if at any time on an Observation Date during the Observation Period the Underlying Reference Level is equal to or greater than the Upper Level:

(A) if Settlement Price Final is less than or equal to the Lower Level:

$$\frac{\text{Upper Level} - \text{Lower Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if Settlement Price Final is greater than the Lower Level but less than the Upper Level:

$$\frac{\text{Upper Level} - \text{Settlement Price Final}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(C) if Settlement Price Final is equal to or greater than the Upper Level:

$$\frac{\text{Final Level 2}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

where:

"Final Level 1" is as defined in the applicable Final Terms.

"Final Level 2" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*If the Underlying Reference Level is at all times during the Observation Period less than the Upper Level and if the Settlement Price of the Underlying Reference on the Valuation Date is less than the Upper Level, then the Final Payout will equal the Upper Level less the Lower Level (divided by the product of the Exchange Rate Final and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is equal to or greater than the Upper Level, then the Final Payout equals to Final Level 1 (divided by the product of the Exchange Rate Final and Parity). If the Underlying Reference Level has been at any time during the Observation Period equal to or greater than the Upper Level, and if the Settlement Price of the Underlying Reference on the Valuation Date is less than the Upper Level, then the Final Payout will equal the Upper Level less the Settlement Price of the Underlying Reference on the Valuation Date (divided by the product of the Exchange Rate Final and Parity), provided that, in such case, the Final Payout will not be greater than the Upper Level less the Lower Level (divided by the product of the Exchange Rate Final and Parity). Otherwise, if the Settlement Price of the Underlying Reference on the Valuation Date is greater than or equal to the Upper Level, then the Final Payout equals to Final Level 2 (divided by the product of the Exchange Rate Final and Parity).*

**(ee) Single Final Payout – Standard Call and Put Securities**

If Single Final Payout – Standard Call and Put Securities is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

$$\frac{\text{Max}(0; \text{Settlement Price Final} - \text{Strike Price})}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

$$\frac{\text{Max}(0; \text{Strike Price} - \text{Settlement Price Final})}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

***Description of the Final Payout***

*The Final Payout will be equal to (i) in the case of Call Securities, the greater of the excess (if any) of the Settlement Price on the Valuation Date over the Strike Price and zero, or (ii) in the case of Put Securities, the greater of the excess (if any) of the Strike Price over the Settlement Price on the Valuation Date and zero, in each case divided by the product of the Exchange Rate Final and Parity.*

**(ff) Single Final Payout - Knock-In Call and Put Securities**

If Single Final Payout - Knock-In Call and Put Securities is specified as applicable in the applicable Final Terms:

(i) if the Securities are specified in the applicable Final Terms as being Call Securities:

(A) if no Knock-in Event has occurred,

$$\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}; \text{ or}$$

(B) if a Knock-in Event has occurred but no Knock-out Event has occurred:

$$\frac{\text{Max (0; Settlement Price Final – Strike Price)}}{[\text{Parity} \times \text{Exchange Rate Final}]} ; \text{ or}$$

(ii) if the Securities are specified in the applicable Final Terms as being Put Securities:

(A) if no Knock-in Event has occurred,

$$\frac{\text{Final Level}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

(B) if a Knock-in Event has occurred but no Knock-out Event has occurred:

$$\frac{\text{Max (0; Strike Price– Settlement Price Final)}}{[\text{Parity} \times \text{Exchange Rate Final}]}$$

where:

"Final Level" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*If no Knock-in Event has occurred, the Final Payout equals the Final Level (divided by the product of the Exchange and Parity). If a Knock-in Event has occurred then the Final Payout will be equal to (i) in the case of Call Securities, the greater of the excess (if any) of the Settlement Price on the Valuation Date over the Strike Price and zero, or (ii) in the case of Put Securities, the greater of the excess (if any) of the Strike Price over the Settlement Price on the Valuation Date and zero, in each case divided by the product of the Exchange Rate Final and Parity.*

**(gg) This section is intentionally left blank.**

**(hh) Single Final Payout - Leverage Factor Securities**

If Single Final Payout - Leverage Factor Securities is specified as applicable in the applicable Final Terms:

(i) in respect of a Bull Warrant, the Bull Warrant Value on the relevant Valuation Date;  
or

(ii) in respect of a Bear Warrant, the Bear Warrant Value on the relevant Valuation Date,

in each case, converted into the Settlement Currency at the Exchange Rate on the relevant Valuation Date.

Where:

"Adjusted Bear CV" or "Adjusted Bull CV" means an amount calculated by the Calculation Agent in accordance with the Bear CV<sub>t</sub> formula or the Bull CV<sub>t</sub> formula, as the case may be, in this Formulas Condition 1.1(hh) except that:

(i) with respect to any calculation to be made following the first Reset Event occurring during an Observation Time Period (the "Relevant Observation Time Period") U<sub>t</sub> will be the Reset Price calculated following the relevant Reset Event Determination Time;

(ii) with respect to any subsequent Reset Events occurring within the Relevant Observation Time Period:

(a) Bear CV<sub>t-1</sub> will be the Adjusted Bear CV and Bull CV<sub>t-1</sub> will be the Adjusted Bull CV, as the case may be, last calculated prior to the relevant Reset Event Determination Time;

- (b)  $FC_t$  is equal to (0) zero;
- (c)  $U_t$  is the Reset Price calculated following the relevant Reset Event Determination Time;
- (d)  $U_{t-1}$  is the Reset Price last calculated prior to the relevant Reset Event Determination Time;
- (e) in the case of Index Securities or Share Securities,  $div_t^{net}$  and  $div_t^{gross}$  will be equal to (0) zero; and
- (f) in the case of Index Securities to which Futures Price Valuation applies,  $rc_{t-1}$  will be equal to (0) zero.

"**Bear CV<sub>0</sub>**" means the Issue Price per Warrant converted into the Calculation Currency at the Exchange Rate on the Relevant Business Day preceding the Commencement Date (t=0);

"**Bear CV<sub>t-1</sub>**" means, in respect of the calculation of Bear CV<sub>t</sub>, the Bear Warrant Value last calculated, provided that, the Bear CV<sub>t-1</sub> for the Listing Date is Bear CV<sub>0</sub>;

"**Bear Warrant Value**" or "**Bear CV<sub>t</sub>**" means, in respect of a Relevant Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

- (i) in the case of Index Securities or Share Securities:

$$\max [Bear CV_{t-1} \times \left( 1 - L \times \left( \frac{U_t + div_t^{gross}}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times Bear CV_{t-1}];$$

- (ii) in the case of Index Securities to which Futures Price Valuation applies:

$$\max [Bear CV_{t-1} \times \left( 1 - L \times \left( \frac{U_t}{U_{t-1} + rc_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times Bear CV_{t-1}] ;$$

or

- (iii) in the case of Currency Securities:

$$\max [Bear CV_{t-1} \times \left( 1 - L \times \left( \frac{U_t}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times Bear CV_{t-1}];$$

"**Bull CV<sub>0</sub>**" means the Issue Price per Warrant converted into the Calculation Currency at the Exchange Rate on the Relevant Business Day preceding the Commencement Date (t=0);

"**Bull Warrant Value**" or "**Bull CV<sub>t</sub>**" means, in respect of a Relevant Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

- (i) in the case of Index Securities or Share Securities:

$$\max [Bull CV_{t-1} \times \left( 1 + L \times \left( \frac{U_t + div_t^{net}}{U_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times Bull CV_{t-1}];$$

- (ii) in the case of Index Securities to which Futures Price Valuation applies:

$$\max [Bull CV_{t-1} \times \left( 1 + L \times \left( \frac{U_t}{U_{t-1} + rc_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times Bull CV_{t-1}];$$

or

- (iii) in the case of Currency Securities:

$$\max [Bull CV_{t-1} \times \left( 1 + L \times \left( \frac{u_t}{u_{t-1}} - 1 \right) \right) + FC_t; 0.5\% \times Bull CV_{t-1} ]; \text{ and}$$

"**Bull CV<sub>t-1</sub>**" means, in respect of the calculation of Bull CV<sub>t</sub>, the Bull Warrant Value last calculated, provided that the Bull CV<sub>t-1</sub> for the Listing Date is Bull CV<sub>0</sub>;

"**Calculation Currency**" means the currency of the Underlying Reference (in respect of Index Securities and Share Securities) or the Alternative Currency (in respect of Currency Securities);

"**Calculation Time<sub>t</sub>**" means, in respect of a Relevant Business Day, the Scheduled Closing Time (in respect of Index Securities and Share Securities), the time at which the official closing level of the relevant Index is published or, if First Traded Price Applicable is specified in the applicable Final Terms, the time at which the First Traded Price of the relevant Futures or Option Exchange is published (in respect of Index Securities to which Futures Price Valuation applies) or the Valuation Time (in respect of Currency Securities), in each case on such Relevant Business Day;

"**Calculation Time<sub>t-1</sub>**" means, in respect of a Relevant Business Day, the Scheduled Closing Time (in respect of Index Securities and Share Securities), the time at which the official closing level of the relevant Index is published or, if First Traded Price Applicable is specified in the applicable Final Terms, the time at which the First Traded Price of the relevant Futures or Option Exchange is published (in respect of Index Securities to which Futures Price Valuation applies) or the Valuation Time (in respect of Currency Securities), in each case on the Relevant Business Day immediately preceding such day;

"**Commencement Date**" means, the Listing Date of the relevant Bear Warrant or Bull Warrant (t=1);

"**Cut-off Time**" means the time specified as such in the applicable Final Terms and (in the case of Index Securities, Share Securities or Index Securities to which Futures Price Valuation applies) if not specified, 7.00 p.m. (local time in the city in which the relevant Exchange or Futures or Options Exchange is situated), in the case of a normal trading session and 3.00 p.m. (local time in the city in which the relevant Exchange or Futures or Options Exchange is situated), in the case of a half day trading session;

"**div<sub>t</sub><sup>gross</sup>**" means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to the sum of the gross cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share (as defined below) related to such Ex-Dividend Date

"**div<sub>t</sub><sup>net</sup>**" means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to the sum of the cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share (as defined below) related to such Ex-Dividend Date less any taxes deducted or withheld at source by or on behalf of any applicable authority having the power to tax in respect of such dividends pursuant to any applicable double taxation treaty or domestic law prevailing at the time of the distribution;

"**Ex-Dividend Date**" means, with respect to a Share or share comprising an Index (an "**Index Share**"), the date on which such Share or Index Share becomes "ex-dividend" as determined by the Calculation Agent;

"**Fee**" or "**F**" means the percentage specified as such in the applicable Final Terms. The Calculation Agent, acting in good faith and in a commercially reasonable manner, may adjust the Fee within the Fee Range to reflect a change in the cost to the Issuer of issuing the Securities or providing a price in the secondary market. Where the Securities are traded on the Multilateral Trading Facility of securitised derivatives financial instruments (the "**SeDeX**"), organised and managed by Borsa Italiana, the Fee may only be adjusted downwards and on the occurrence of such adjustment, the new Fee will be notified by the Calculation Agent to Borsa Italiana and published on the website [www.mediobanca.com](http://www.mediobanca.com);

"**Fee Range**" means the range specified as such in the applicable Final Terms;

"**Financing Component<sub>(t)</sub>**" or "**FC<sub>t</sub>**" means, in respect of a Relevant Business Day:

(i) in the case of Bear Warrants that are Index Securities or Share Securities:

$$-CV_{t-1} \times ((-L - 1) \times (r_{t-1}^u - rm) + L \times (hc + F)) \times n(t - 1, t);$$

(ii) in the case of Bull Warrants that are Index Securities or Share Securities:

$$-CV_{t-1} \times ((L - 1) \times (r_{t-1}^u + rm) + L \times (hc + F)) \times n(t - 1, t);$$

(iii) in the case of Bear Warrants that are Index Securities to which Futures Price Valuation applies:

$$-CV_{t-1} \times (-r_{t-1}^u - rm) + L \times (hc + F)) \times n(t - 1, t);$$

(iv) in the case of Bull Warrants that are Index Securities to which Futures Price Valuation applies:

$$-CV_{t-1} \times (-r_{t-1}^u - rm) + L \times (hc + F)) \times n(t - 1, t);$$

(v) in the case of Bear Warrants that are Currency Securities:

$$-CV_{t-1} \times (-r_{t-1}^{ub} - L \times (r_{t-1}^{ub} - r_{t-1}^{ur} - rm) + L \times (hc + F)) \times n(t - 1, t); \text{ or}$$

(vi) in the case of Bull Warrants that are Currency Securities:

$$-CV_{t-1} \times (-r_{t-1}^{ub} + L \times (r_{t-1}^{ub} - r_{t-1}^{ur} + rm) + L \times (hc + F)) \times n(t - 1, t);$$

"**Hedging Cost**" or "**hc**" means the percentage specified as such in the applicable Final Terms. If at any time after the Listing Date the cost of hedging the Securities materially exceeds such specified percentage, the Calculation Agent acting in good faith and in a commercially reasonable manner, may adjust the Hedging Cost, to reflect this change, save that the Hedging Cost will not be less than the Minimum Hedging Cost and will not exceed the Maximum Hedging Cost. If the Securities are traded on the Multilateral Trading Facility of securitised derivatives financial instruments (the "**SeDeX**"), organised and managed by Borsa Italiana and the Hedging Cost is amended as provided above, the new Hedging Cost will be notified by the Calculation Agent to Borsa Italiana and/or any other relevant exchange, and published on the website [www.mediobanca.com](http://www.mediobanca.com);

"**Interest Margin**" or "**rm**" means the percentage specified as such in the applicable Final Terms. The Calculation Agent may adjust the Interest Margin, acting in good faith and in a commercially reasonable manner, to reflect any disparity between the Reference Interest Rate and the Issuer's funding rate, save that the Interest Margin will not be less than the Minimum Interest Margin and will not exceed the Maximum Interest Margin;

"**Leverage Factor**" or "**L**" means the positive number specified as such in the applicable Final Terms;

"**Maximum Hedging Cost**" means the percentage specified as such in the applicable Final Terms;

"**Maximum Interest Margin**" means the percentage specified as such in the applicable Final Terms;

"**Minimum Hedging Cost**" means the percentage specified as such in the applicable Final Terms;

**"Minimum Interest Margin"** means the percentage specified as such in the applicable Final Terms;

**"Observation Price"** means the "official level", "opening price", "official close", "closing price", "purchase price", "sale price", "last price", "bid price", "asked price", "traded price", "official settlement price", "daily settlement price", "high", "mid", "low", "bid high", "bid low", "ask high", "ask low", as specified in the applicable Final Terms, of the Underlying Reference published by the Observation Price Source;

**"Observation Price Source"** means the price source specified as such in the applicable Final Terms;

**"Observation Time Period"** means, in respect of a Relevant Business Day, the period of time from but excluding Calculation Time<sub>t-1</sub> to and including Calculation Time;

**"Rate Period"** or **"n(t-1,t)"** means, in respect of a Relevant Business Day, (i) the number of calendar days from (and including) the Relevant Business Day immediately preceding such Relevant Business Day to (but excluding) such Relevant Business Day, divided by (ii) 360;

**"Reference Floating Rate"** means, in respect of a Relevant Business Day, the Reference Floating Rate Option in respect of such day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Calculation Time or if the relevant rate does not appear on such page at such time, the Reference Floating Rate Option for such Relevant Business Day shall be determined by the Calculation Agent at such time and from such source(s) as it may select acting in good faith and in a commercially reasonable manner;

**"Reference Floating Rate Option"** means the relevant rate and designated maturity specified as such in the applicable Final Terms;

**"Reference Floating Rate Option Page"** means the page or price source specified as such in the applicable Final Terms;

**"Reference Floating Rate Option Time"** means the time specified as such in the applicable Final Terms;

**"Reference Interest Rate"**, " $r_{t-1}^u$ ", " $r_{t-1}^{ub}$ " or " $r_{t-1}^{ur}$ " means, in respect of a Relevant Business Day, the fixed rate specified as such in the applicable Final Terms or the Reference Floating Rate for the Relevant Business Day immediately preceding such day as specified in the applicable Final Terms;

**"Relevant Business Day"** means, an Exchange Business Day (in respect of Index Securities or Share Securities) or a Scheduled Trading Day (in respect of Currency Securities), as specified in the applicable Final Terms;

**"Reset Price"** means the price of the relevant Underlying Reference determined by the Calculation Agent by reference to the price obtained by unwinding any underlying related hedging arrangements in respect of the relevant Security during the Unwinding Time Period immediately following the relevant Reset Event Determination Time. The Unwinding Time Period shall occur during the opening hours of the relevant Exchange (in the case of Index Securities or Share Securities), the opening hours of the relevant Futures or Options Exchange (in the case of Index Securities to which Futures Price Valuation applies) or immediately following the occurrence of the relevant Reset Event Determination Time (in respect of Currency Securities). If the period between the occurrence of the latest Reset Event Determination Time and the official closing time of the relevant Exchange (in the case of Index Securities or Share Securities) or Futures or Options Exchange (in the case of Index Securities to which Futures Price Valuation applies) or the twelve hour period immediately following the occurrence of the relevant Reset Event Determination Time (in respect of Currency Securities) would otherwise include a day that is not a Relevant Business Day, then the period for determining the Reset Price shall be extended to the following Relevant Business Day, until a full period equal to the Unwinding Time Period has passed since the most recent Reset Event Determination Time;

**"Reset Threshold"** means, in respect of a Relevant Business Day, an amount calculated by the Calculation Agent in accordance with the following formula:

- (i) in respect of Bear Warrants that are Index Securities or Share Securities:

$$(1 + P_{reset}) \times U_{t-1} - div_t^{gross};$$

- (ii) in respect of Bull Warrants that are Index Securities or Share Securities:

$$(1 - P_{reset}) \times U_{t-1} - div_t^{net};$$

- (iii) in respect of Bear Warrants that are Index Securities to which Futures Price Valuation applies:

$$(1 + P_{reset}) \times (U_{t-1} + rc_{t-1});$$

- (iv) in respect of Bull Warrants that are Index Securities to which Futures Price Valuation applies:

$$(1 - P_{reset}) \times (U_{t-1} + rc_{t-1});$$

- (v) in respect of Bear Warrants that are Currency Securities:

$$(1 + P_{reset}) \times U_{t-1}; \text{ or}$$

- (vi) in respect of Bull Warrants that are Currency Securities:

$$(1 - P_{reset}) \times U_{t-1};$$

**provided that:**

- (x) at Calculation Time<sub>t</sub> on such Relevant Business Day the "Reset Threshold" calculated pursuant to paragraphs (iii), (iv), (v) and (vi) above will be reset and calculated as provided above except that references to "U<sub>t-1</sub>" will be deemed to be references to "U<sub>t</sub>" and, in the case of paragraphs (iii) and (iv) above, references to "rc<sub>t-1</sub>" will be deemed to be references to "rc<sub>t</sub>"; and

- (y) the Reset Threshold will be reset on the occurrence of each Reset Event and will be calculated in accordance with the Reset Threshold formula, except that:

- (i) U<sub>t-1</sub> is the Reset Price last calculated before the relevant Reset Event Determination Time;

- (ii) div<sub>t</sub><sup>net</sup> or div<sub>t</sub><sup>gross</sup>, as the case may be, is equal to (0) zero; and

- (iii) rc<sub>t-1</sub> is equal to (0) zero.

**"Reset Threshold Percentage"** or "**P<sub>reset</sub>**" means the percentage specified as such in the applicable Final Terms;

**"Rollover Costs<sub>t</sub>"** or "**rc<sub>t</sub>**" means, in respect of a Relevant Business Day, (i) where the Relevant Business Day is not a Futures Rollover Date, zero, or (ii) where the Relevant Business Day is a Futures Rollover Date, an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the Current Exchange-traded Contract or the relevant Futures Contract, as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next Current Exchange-traded Contract or Futures Contract, as the case may be, in each case in respect of the relevant Futures Rollover Date, such amount to be allocated *pro rata* amongst the Securities;

**"Rollover Costs<sub>t-1</sub>"** or **"rc<sub>t-1</sub>"** means, in respect of a Relevant Business Day, (i) where the immediately preceding Relevant Business Day is not a Futures Rollover Date, zero, or (ii) where the immediately preceding Relevant Business Day is a Futures Rollover Date, an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the Current Exchange-traded Contract or the relevant Futures Contract, as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next Current Exchange-traded Contract or Futures Contract, as the case may be, in each case in respect of the relevant Futures Rollover Date, such amount to be allocated *pro rata* amongst the Securities;

**"Settlement Currency"** means the currency specified as such in the applicable Final Terms;

**"Settlement Price"** has the meaning given it in the applicable Annex to the Terms and Conditions except in the case of Currency Securities, references to "Settlement Price Date", shall in each case be deemed to be references to the "Relevant Business Day";

**"Underlying Price<sub>(t)</sub>"** or **"U<sub>(t)</sub>"** means, in respect of a Relevant Business Day and subject as provided in Formulas Condition 1.1(hh);

- (i) in respect of Index Securities, Share Securities or Currency Securities, the Settlement Price on such Relevant Business Day; or
- (ii) in respect of Index Securities to which Futures Price Valuation applies, (i) if the Relevant Business Day is the Valuation Date in respect of the relevant Security, the Settlement Price on such Relevant Business Day, or (ii) if the Relevant Business Day is not the Valuation Date in respect of the relevant Security, the Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the First Traded Price in each case on such Relevant Business Day;

**"Underlying Price<sub>(t-1)</sub>"** or **"U<sub>(t-1)</sub>"** means, in respect of a Relevant Business Day, the Underlying Price(t) for the Relevant Business Day immediately preceding such day; and

**"Unwinding Time Period"** means a period of three hours (in respect of Index Securities and Share Securities).

**"Valuation Date"** means, the earlier to occur of:

- (i) the date designated as such by the Issuer provided that such date is determined by the Issuer and notified to the Securityholders in accordance with Security Condition 8 (*Notices*) at the latest on the tenth (10th) Relevant Business Day preceding the contemplated Valuation Date; and
- (ii) the date specified in the applicable Final Terms as the Single Final Payout - Leverage Factor Securities Final Valuation Date,

provided, in each case, that if such date is not a Relevant Business Day, the Valuation Date will be the next following Relevant Business Day.

Subject as provided below, the Calculation Agent will calculate the Bear Warrant Value and the Bull Warrant Value on each Relevant Business Day. In order to make such calculation the Calculation Agent will also calculate the Underlying Price<sub>t</sub> on each Relevant Business Day.

If, in respect of any Relevant Business Day (including the Valuation Date), the Underlying Price<sub>t</sub> is not available before the Cut-off Time, or (x) such Relevant Business Day is a Disrupted Day (in the case of Share Securities, Currency Securities and Index Securities other than Index Securities in respect of which "Futures Price Valuation" is specified as applicable in the applicable Final Terms), the Calculation Agent will determine the Underlying Price<sub>t</sub> for such Relevant Business Day acting in good faith and in a commercially reasonable manner by reference to such source(s) as it considers appropriate.

In the case of Index Securities in respect of which "Futures Price Valuation" is specified as applicable in the applicable Final Terms, if in respect of any Relevant Business Day (including the Valuation Date), the Underlying Price<sub>t</sub> is not available before the Cut-off Time (other than as a result of a Non-Commencement or Discontinuance of an Exchange-traded Contract), the Calculation Agent will determine the Underlying Price<sub>t</sub> for such Relevant Business Day acting in good faith and in a commercially reasonable manner by reference to such source(s) as it considers appropriate.

Notwithstanding the foregoing, if in the determination of the Calculation Agent the Observation Price of the Underlying Reference at one or more time(s) (each such time a "**Reset Event Determination Time**") during any Observation Time Period is (i) equal to or greater than the Reset Threshold (in the case of Bear Warrants) or (ii) equal to or less than the Reset Threshold (in the case of Bull Warrants) (each a "**Reset Event**"), the Calculation Agent will on each occasion calculate the Reset Price as provided in the "Reset Price" definition above and the Adjusted Bull CV or the Adjusted Bear CV, as the case may be, shall be the Bull Warrant Value or the Bear Warrant Value, as the case may be, for such Reset Event Determination Time on such Relevant Business Day. If one or more Reset Events occurs in an Observation Time Period, at Calculation Time<sub>t</sub> falling at the end of such period the Calculation Agent will calculate the Bull Warrant Value or the Bear Warrant Value, as the case may be, using the formula set out above except that:

- A.  $FC_t$  is equal to (0) zero;
- B.  $U_{t-1}$  is the Reset Price last calculated prior to Calculation Time<sub>t</sub>;
- C. in the case of Index Securities or Share Securities,  $div_t^{net}$  and  $div_t^{gross}$  will be equal to (0) zero.

**Description of the Final Payout**

*The percentage change in value of the Securities over one day will be the Leverage Factor which is a constant factor for each Security multiplied by the daily performance of the relevant Underlying Reference measured as the percentage change of the reference price from one day to the next day adjusted by the applicable Financing Component (which includes a Fee, an Interest Margin and Hedging Cost and may be positive or negative depending on, amongst other things, prevailing interest rates). Bull Warrants aim to produce a performance equal to the Leverage Factor (as specified in the applicable Final Terms) multiplied by the performance of the relevant Underlying Reference whereas Bear Warrants aim to produce a performance equal to the Leverage Factor times the inverse performance of the relevant Underlying Reference. However, because the performance of the Securities over any period longer than one day will be derived from the compounded daily performance of the relevant Underlying Reference during that period, such Security's performance may differ significantly to the overall performance of the Underlying Reference over that same period.*

**(ii) Multiple Final Payout – Constant Percentage Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Constant Percentage:

$$RV \times \text{Constant Percentage } 1$$

**Description of the Final Payout**

*The Final Payout comprises a fixed percentage equal to the Constant Percentage 1.*

**(jj) Multiple Final Payout - Normal Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - Normal Performance Securities:

$$RV \times [\text{Constant Percentage} + \text{Participation Factor} \times \text{Final Settlement Value}]; \text{ or}$$

$RV \times [\text{Constant Percentage} + \text{Participation Factor} \times \text{Max} (\text{Floor Percentage}, \text{Gearing} \times \text{Final Settlement Value})]$ ; or

$RV \times [\text{Constant Percentage} + \text{Participation Factor} \times \text{Min} (\text{Floor Percentage}, \text{Gearing} \times \text{Final Settlement Value})]$ ; or

$RV \times \{ \text{Constant Percentage} + \text{Participation Factor 1} \times \text{Min} [(\text{Cap Percentage}; \text{Participation Factor 2} \times \text{Max} (\text{Floor Percentage}; \text{Gearing} \times \text{Final Settlement Value}))] \}$

where:

"**Participation Factor 1**" is as defined in the relevant Final Terms;

"**Participation Factor 2**" is as defined in the relevant Final Terms.

***Description of the Final Payout***

*The Final Payout comprises (i) a Constant Percentage or a Protection Level and (ii) a participation factor augmented of the performance of the Underlying Reference. Such performance may be subject to a floor of the Floor Percentage, a Gearing, a cap of the Cap Percentage.*

**(kk) Multiple Final Payout - Performance Differential Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - Performance Differential Securities:

$RV \times [\text{Constant Percentage} + \text{Participation Factor} \times (\text{Beta 1} \times \text{Final Settlement Value 1} - \text{Beta 2} \times \text{Final Settlement Value 2})]$ ;

where

"**Beta 1**" is as defined in the relevant Final Terms;

"**Beta 2**" is as defined in the relevant Final Terms.

***Description of the Final Payout***

*The Final Payout consists in the differential in performance between two Underlying References and in a Constant Percentage. Such differential in performance is subject to certain participation factors.*

**(ll) Multiple Final Payout – 1-Way Floor Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 1-Way Floor Securities:

$RV \times [\text{Constant Percentage 1} + \text{Max} (\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Constant Percentage 3})]$

where:

"**Option**" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max} (\text{EDS Percentage}, \text{Min} (\text{Constant Percentage 4} - \text{nEDS} \times \text{Loss Percentage}, \text{Constant Percentage 5}))$ ;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"EDS Percentage" is as defined in the relevant Final Terms;

"EDS Barrier Percentage" is as defined in the relevant Final Terms;

"Forward" means Final Settlement Value – Strike Percentage;

"Put" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 4);

"Put Spread" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 4); Spread Percentage); and

"Spread Percentage" means the percentage specified as such in the applicable Final Terms;

"Call" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 4);

"Call Spread" means Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 4); Spread Percentage);

provided that if Physical Delivery Option 1 is specified as applicable in the applicable Final Terms no Cash Settlement Amount, will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout is subject to a minimum and comprises:*

- *a fixed percentage and if Option is Put, Put Spread, Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *a fixed percentage and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *a fixed percentage and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage; subject to Gearing.*
- *Physical Delivery may also apply.*

#### **(mm) Multiple Final Payout – 1 -Way Cap Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 1 -Way Cap Securities:

$RV \times [\text{Constant Percentage 1} + \text{Min} (\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Constant Percentage 3})]$

where:

"Option" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"EDS" means Max (EDS Percentage, Min (Constant Percentage 4 – nEDS × Loss Percentage, Constant Percentage 5));

"nEDS" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"EDS Percentage" is as defined in the relevant Final Terms;

"EDS Barrier Percentage" is as defined in the relevant Final Terms;

"**Forward**" means Final Settlement Value – Strike Percentage;

"**Put**" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 4);

"**Put Spread**" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 4); Spread Percentage);

"**Spread Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Call**" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 4);

"**Call Spread**" means Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 4); Spread Percentage);

provided that if Physical Delivery Option 1 is specified as applicable in the applicable Final Terms no Cash Settlement Amount, will be payable and Physical Delivery will apply.

**Description of the Final Payout**

- *The Final Payout is subject to a maximum and comprises:*
- *a fixed percentage and if Option is Put, Put Spread, Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *a fixed percentage and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *a fixed percentage and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage; subject to Gearing.*
- *Physical Delivery may also apply.*

(nn) **Multiple Final Payout – 2-Way Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 2-Way Securities:

$RV \times [2\text{-Way Percentage} + \text{Participation Factor 1} \times \text{Max} (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1; Constant Percentage 2}) + \text{Participation Factor 2} \times \text{Min} (\text{Constant Percentage 3} + \text{Gearing 2} \times \text{Option 2; Constant Percentage 4})]$

where:

"**2-Way Percentage**" is as defined in the relevant Final Terms;

"**Participation Factor 1**" is as defined in the relevant Final Terms;

"**Participation Factor 2**" is as defined in the relevant Final Terms;

"**Gearing 1**" is as defined in the relevant Final Terms;

"**Gearing 2**" is as defined in the relevant Final Terms;

"**Option 1**" means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

"**Option 2**" means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

### **Option 1**

"EDS 1" means  $\text{Max (EDS Percentage 1, Min (Constant Percentage 5 - nEDS 1} \times \text{Loss Percentage 1, Constant Percentage 6))}$ ;

"nEDS 1" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"EDS Percentage 1" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 1" is as defined in the relevant Final Terms;

"Forward 1" means  $\text{Final Settlement Value 1 - Strike Percentage 1}$ ;

"Put 1" means  $\text{Max (Strike Percentage 1 - Final Settlement Value 1; Constant Percentage 7)}$ ;

"Put Spread 1" means  $\text{Min (Max (Strike Percentage 1 - Final Settlement Value 1; Constant Percentage 8); Spread Percentage 1)}$ ;

"Spread Percentage 1" means the percentage specified as such in the applicable Final Terms;

"Call 1" means  $\text{Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9)}$ ;

"Call Spread 1" means  $\text{Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 10); Spread Percentage 1)}$ ;

"Strike Percentage 1" means the percentage specified as such in the applicable Final Terms;

### **Option 2**

"EDS 2" means  $\text{Max (EDS Percentage 2, Min (Constant Percentage 11 - nEDS 2} \times \text{Loss Percentage 2, Constant Percentage 12))}$ ;

"nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"EDS Percentage 2" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 2" is as defined in the relevant Final Terms;

"Forward 2" means  $\text{Final Settlement Value 2 - Strike Percentage 2}$ ;

"Put 2" means  $\text{Max (Strike Percentage 2 - Final Settlement Value 2; Constant Percentage 13)}$ ;

"Put Spread 2" means  $\text{Min (Max (Strike Percentage 2 - Final Settlement Value 2; Constant Percentage 14); Spread Percentage 2)}$ ;

"Spread Percentage 2" means the percentage specified as such in the applicable Final Terms;

"Call 2" means  $\text{Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15)}$ ;

"Call Spread 2" means  $\text{Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 16); Spread Percentage 2)}$ ;

"Strike Percentage 2" means the percentage specified as such in the applicable Final Terms;

provided that if Physical Delivery Option 1 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount, will be payable and Physical Delivery will apply.

### **Description of the Final Payout**

The Final Payout comprises:

- a fixed percentage and if Option is Put, Put Spread, Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) with a minimum and a maximum; or
- a fixed percentage and if Option is Forward, indexation (subject to Gearing) to the value of the Underlying Reference(s) with a minimum and a maximum; or
- a fixed percentage and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, with a minimum and a maximum and subject to Gearing;
- Physical Delivery may also apply.

#### **(oo) Multiple Final Payout – Reverse Convertible Securities**

##### **(i) Multiple Final Payout – KI – Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – KI – Reverse Convertible Securities:

(A) if no Knock-in Event has occurred:

$RV \times \text{Constant Percentage 1}$ ; or

(B) if a Knock-in Event has occurred:

$RV \times \text{Max (Constant Percentage 2 + Gearing} \times \text{Option; Floor Percentage)}$

Or

$RV \times \text{Min (Constant Percentage 2 + Gearing} \times \text{Option; Cap Percentage)}$

where:

"**Option**" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max (EDS Percentage, Min (Constant Percentage 3 – nEDS} \times \text{Loss Percentage, Constant Percentage 4))}$ ;

"**EDS Percentage**" means the amount or percentage specified as such in the applicable Final Terms;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Forward**" means  $\text{Final Settlement Value – Strike Percentage}$ ;

"**Put**" means  $\text{Max (Strike Percentage – Final Settlement Value; Constant Percentage 3)}$ ;

"**Put Spread**" means  $\text{Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 3); Spread Percentage)}$ ;

"Call" means  $\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage } 4)$ ;

"Call Spread" means  $\text{Min}(\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage } 4); \text{Spread Percentage})$ ;

"Spread Percentage" means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(oo)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(oo)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount, will be payable and Physical Delivery will apply.

***Description of the Final Payout***

*If no Knock-in Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage 1.*

*If a Knock-in Event has occurred, the Final Payout is subject to a minimum or a maximum and comprises:*

- *if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage;*
- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the percentage.*

*Physical Delivery may also apply.*

(ii) **Multiple Final Payout – KI – Extended Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – KI – Extended Reverse Convertible Securities:

(A) if no Knock-in Event has occurred:

$\text{RV} \times \text{Constant Percentage } 1$ ;

Or

$\text{RV} \times \text{Gearing } 1 \times \text{Max}(\text{Constant Percentage } 2 + \text{Gearing } 2 \times \text{Option } 1; \text{Floor Percentage } 1)$

Or

$\text{RV} \times \text{Gearing } 1 \times \text{Min}(\text{Constant Percentage } 2 + \text{Gearing } 2 \times \text{Option } 1; \text{Cap Percentage } 1)$

(B) if a Knock-in Event has occurred:

$RV \times \text{Constant Percentage 3}$ ;

Or

$RV \times \text{Gearing 3} \times \text{Max (Constant Percentage 4 + Gearing 4} \times \text{Option 2; Floor Percentage 2)}$

Or

$RV \times \text{Gearing 3} \times \text{Min (Constant Percentage 4 + Gearing 4} \times \text{Option 2; Cap Percentage 2)}$

where:

"**Option 1**" means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

"**Option 2**" means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

### **Option 1**

"**EDS 1**" means  $\text{Max (EDS Percentage 1, Min (Constant Percentage 4} - \text{nEDS 1} \times \text{Loss Percentage 1, Constant Percentage 5))}$ ;

"**nEDS 1**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"**EDS Percentage 1**" is as defined in the relevant Final Terms;

"**EDS Barrier Percentage 1**" is as defined in the relevant Final Terms;

"**Forward 1**" means  $\text{Final Settlement Value 1} - \text{Strike Percentage 1}$ ;

"**Put 1**" means  $\text{Max (Strike Percentage 1} - \text{Final Settlement Value 1; Constant Percentage 6)}$ ;

"**Put Spread 1**" means  $\text{Min (Max (Strike Percentage 1} - \text{Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1)}$ ;

"**Spread Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Call 1**" means  $\text{Max (Final Settlement Value 1} - \text{Strike Percentage 1; Constant Percentage 8)}$ ;

"**Call Spread 1**" means  $\text{Min (Max (Final Settlement Value 1} - \text{Strike Percentage 1; Constant Percentage 9); Spread Percentage 1)}$ ;

"**Strike Percentage 1**" means the percentage specified as such in the applicable Final Terms;

### **Option 2**

"**EDS 2**" means  $\text{Max (EDS Percentage 2, Min (Constant Percentage 10} - \text{nEDS 2} \times \text{Loss Percentage 2, Constant Percentage 11))}$ ;

"**nEDS 2**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii)

greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"**EDS Percentage 2**" is as defined in the relevant Final Terms;

"**EDS Barrier Percentage 2**" is as defined in the relevant Final Terms;

"**Forward 2**" means Final Settlement Value 2 – Strike Percentage 2;

"**Put 2**" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 12);

"**Put Spread 2**" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2);

"**Spread Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Call 2**" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14); and

"**Call Spread 2**" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2);

"**Strike Percentage 2**" means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(oo)(ii) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(oo)(ii) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount, will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*If no Knock-in Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage 1 or, the Final Payout is subject to gearing and a minimum or a maximum and comprises:*

- *if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage;*
- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the percentage.*

*If no Knock-in Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage 3 or, the Final Payout is subject to gearing and a minimum or a maximum and comprises:*

- *if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage;*

- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the percentage.*

*Physical Delivery may also apply.*

(iii) **Multiple Final Payout – KO – Extended Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – KO – Extended Reverse Convertible Securities:

(A) if no Knock-out Event has occurred:

$RV \times \text{Constant Percentage 1};$

Or

$RV \times \text{Gearing 1} \times \text{Max} (\text{Constant Percentage 2} + \text{Gearing 2} \times \text{Option 1}; \text{Floor Percentage 1})$

Or

$RV \times \text{Gearing 1} \times \text{Min} (\text{Constant Percentage 2} + \text{Gearing 2} \times \text{Option 1}; \text{Cap Percentage 1})$

(B) if a Knock-out Event has occurred:

$RV \times \text{Constant Percentage 3};$

Or

$RV \times \text{Gearing 3} \times \text{Max} (\text{Constant Percentage 4} + \text{Gearing 4} \times \text{Option 2}; \text{Floor Percentage 2})$

Or

$RV \times \text{Gearing 3} \times \text{Min} (\text{Constant Percentage 4} + \text{Gearing 4} \times \text{Option 2}; \text{Cap Percentage 2})$

where:

"**Option 1**" means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

"**Option 2**" means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

**Option 1**

"**EDS 1**" means  $\text{Max} (\text{EDS Percentage 1}, \text{Min} (\text{Constant Percentage 4} - \text{nEDS 1} \times \text{Loss Percentage 1}, \text{Constant Percentage 5}))$ ;

"**nEDS 1**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii)

greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"**EDS Percentage 1**" is as defined in the relevant Final Terms;

"**EDS Barrier Percentage 1**" is as defined in the relevant Final Terms;

"**Forward 1**" means Final Settlement Value 1 – Strike Percentage 1;

"**Put 1**" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 6);

"**Put Spread 1**" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1);

"**Spread Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Call 1**" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8); and

"**Call Spread 1**" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1);

"**Strike Percentage 1**" means the percentage specified as such in the applicable Final Terms;

## **Option 2**

"**EDS 2**" means Max (EDS Percentage 2, Min (Constant Percentage 10 –  $nEDS 2 \times$  Loss Percentage 2, Constant Percentage 11));

"**nEDS 2**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"**EDS Percentage 2**" is as defined in the relevant Final Terms;

"**EDS Barrier Percentage 2**" is as defined in the relevant Final Terms;

"**Forward 2**" means Final Settlement Value 2 – Strike Percentage 2;

"**Put 2**" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 12);

"**Put Spread 2**" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2);

"**Spread Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Call 2**" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14); and

"**Call Spread 2**" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2);

"**Strike Percentage 2**" means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(oo)(iii) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(oo)(iii) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms no Cash Settlement Amount, will be payable and Physical Delivery will apply.

***Description of the Final Payout***

*If no Knock-out Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage 1 or, the Final Payout is subject to gearing and a minimum or a maximum and comprises:*

- *if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage;*
- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the percentage.*

*If no Knock-out Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage 3 or, the Final Payout is subject to gearing and a minimum or a maximum and comprises:*

- *if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage;*
- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the percentage.*

**(iv) Multiple Final Payout - KO Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - KO Reverse Convertible Securities:

- (A) if no Knock-out Event has occurred:
- $RV \times \text{Constant Percentage 1}$ ; or
- (B) if a Knock-out Event has occurred:
- $RV \times \text{Max (Constant Percentage 2 + Gearing} \times \text{Option; Floor Percentage)}$
- Or
- $RV \times \text{Min (Constant Percentage 2+ Gearing} \times \text{Option; Cap Percentage)}$

where:

**"Option"** means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

**"EDS"** means  $\text{Max (EDS Percentage, Min (Constant Percentage 3 - nEDS} \times \text{Loss Percentage, Constant Percentage 4))}$ ;

**"nEDS"** means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

**"EDS Percentage"** means the amount or percentage specified as such in the applicable Final Terms;

**"Forward"** means Final Settlement Value – Strike Percentage;

**"Put"** means  $\text{Max (Strike Percentage - Final Settlement Value; Constant Percentage 3)}$ ;

**"Put Spread"** means  $\text{Min (Max (Strike Percentage - Final Settlement Value; Constant Percentage 3); Spread Percentage)}$ ;

**"Call"** means  $\text{Max (Final Settlement Value - Strike Percentage; Constant Percentage 3)}$ ;

**"Call Spread"** means  $\text{Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 3); Spread Percentage)}$ ;

**"Spread Percentage"** means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(oo)(iv) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(oo)(iv) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount, as applicable, will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*If no Knock-out Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage 1.*

*If a Knock-out Event has occurred, the Final Payout is subject to a minimum and comprises:*

- *if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value;*
- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the percentage.*

*Physical Delivery may also apply.*

(v) **Multiple Final Payout – Vanilla KI Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Vanilla KI Reverse Convertible Securities:

(A) if no Knock-in Event has occurred:

$RV \times \text{Constant Percentage 1}$ ; or

(B) if a Knock-in Event has occurred:

$RV \times \text{Min (Cap Percentage, Gearing} \times \text{Final Settlement Value} + \text{Constant Percentage 2)}$ ;

or

$RV \times \text{Max (Floor Percentage, Gearing} \times \text{Final Settlement Value} + \text{Constant Percentage 2)}$ .

***Description of the Final Payout***

*The Final Payout comprises:*

- *if no Knock-in Event has occurred, a fixed percentage equal to the Constant Percentage 1; or*
- *if a Knock-in Event has occurred, (A) the minimum of (i) Cap Percentage and (ii) indexation to the value of the Underlying Reference(s) multiplied for the relevant Gearing and increased by a fixed percentage equal to the Constant Percentage 2 or (B) the maximum of (i) Floor Percentage and (ii) indexation to the value of the Underlying Reference(s) multiplied for the relevant Gearing and increased by a fixed percentage equal to the Constant Percentage 2.*

(vi) **Multiple Final Payout – Vanilla KO Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Vanilla KO Reverse Convertible Securities:

(A) if no Knock-out Event has occurred:

$RV \times \text{Constant Percentage 1}$ ; or

(B) if a Knock-out Event has occurred:

$RV \times \text{Max (Floor Percentage, Gearing} \times \text{Final Settlement Value} + \text{Constant Percentage 2)}$ ;

or

$RV \times \text{Min (Cap Percentage, Gearing} \times \text{Final Settlement Value} + \text{Constant Percentage 2)}$ .

***Description of the Final Payout***

*The Final Payout comprises:*

- *if no Knock-out Event has occurred, a fixed percentage equal to the Constant Percentage 1; or*
- *if a Knock-out Event has occurred, (A) the maximum of (i) Floor Percentage and (ii) indexation to the value of the Underlying Reference(s) multiplied for the relevant Gearing and increased by a fixed percentage equal to the Constant Percentage 2 or (B) the minimum of (i) Cap Percentage and (ii) indexation to the value of the Underlying Reference(s) multiplied for the relevant Gearing and increased by a fixed percentage equal to the Constant Percentage 2.*

(vii) **Multiple Final Payout – KIKO Reverse Convertible Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – KIKO Reverse Convertible Securities:

(A) if a Knock-out Event has occurred:

$RV \times \text{Max (Constant Percentage 1 + Gearing 1} \times \text{Option 1; Constant Percentage 2); or}$

$RV \times \text{Min (Constant Percentage 1 + Gearing 1} \times \text{Option 1; Constant Percentage 2);}$

(B) if no Knock-in Event and no Knock-out Event has occurred:

$RV \times \text{Constant Percentage 3; or}$

(C) if a Knock-in Event has occurred:

$RV \times \text{Max (Constant Percentage 4 + Gearing 2} \times \text{Option 2; Constant Percentage 5); or}$

$RV \times \text{Min (Constant Percentage 4 + Gearing 2} \times \text{Option 2; Constant Percentage 5);}$

where:

"**Gearing 1**" is as defined in the relevant Final Terms;

"**Gearing 2**" is as defined in the relevant Final Terms;

"**Option 1**" means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

"**Option 2**" means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

**Option 1**

"**EDS 1**" means  $\text{Max (EDS Percentage 1, Min (Constant Percentage 6 – nEDS 1} \times \text{Loss Percentage 1, Constant Percentage 7))};$

"**nEDS 1**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"**EDS Percentage 1**" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 1" is as defined in the relevant Final Terms;

"Forward 1" means Final Settlement Value 1 – Strike Percentage 1;

"Put 1" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 8);

"Put Spread 1" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 9); Spread Percentage 1);

"Spread Percentage 1" means the percentage specified as such in the applicable Final Terms;

"Call 1" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 10); and

"Call Spread 1" means Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 11); Spread Percentage 1);

"Strike Percentage 1" means the percentage specified as such in the applicable Final Terms;

### **Option 2**

"EDS 2" means Max (EDS Percentage 2, Min (Constant Percentage 12 – nEDS 2 × Loss Percentage 2, Constant Percentage 13));

"nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"EDS Percentage 2" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 2" is as defined in the relevant Final Terms;

"Forward 2" means Final Settlement Value 2 – Strike Percentage 2;

"Put 2" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 14);

"Put Spread 2" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 15); Spread Percentage 2);

"Spread Percentage 2" means the percentage specified as such in the applicable Final Terms;

"Call 2" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 16); and

"Call Spread 2" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 17); Spread Percentage 2);

"Strike Percentage 2" means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(oo)(vii) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(oo)(vii) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, or (cc) if the provisions of sub- paragraph (C) of this

Formulas Condition 1.1(oo)(vii) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms no Cash Settlement Amount, will be payable and Physical Delivery will apply.

**Description of the Final Payout**

*If no Knock-in Event and no Knock-out Event has occurred, the Final Payout comprises a fixed percentage equal to the Constant Percentage.*

*If a Knock-in Event or a Knock-out Event has occurred, the Final Payout is subject to a minimum or a maximum and comprises:*

- *if Option is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or*
- *if Option is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or*
- *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
- *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.*

*Physical Delivery may also apply.*

**(pp) Multiple Final Payout – Plain Vanilla Securities**

**(i) Multiple Final Payout – Plain Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Plain Vanilla Call Securities:

$$RV \times [\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Max} (\text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}), \text{Floor Percentage})]$$

**Description of the Final Payout**

*The Final Payout comprises a Constant Percentage 1 and indexed (subject to Gearing) to the geared value of the Underlying Reference(s) above the Strike Percentage, subject to a Floor Percentage.*

**(ii) Multiple Final Payout – Plain Vanilla Call Spread Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Plain Vanilla Call Spread Securities:

$$RV \times \{ \text{Constant Percentage 1} + \text{Gearing 1} \times \text{Min} [\text{Max} (\text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}), \text{Floor Percentage}), \text{Cap Percentage}] \}$$

**Description of the Final Payout**

*The Final Payout comprises a Constant Percentage 1 and indexed (subject to Gearing) to the geared value of the Underlying Reference(s) above the Strike Percentage, subject to a Floor Percentage. This indexation cannot be higher than a Cap Percentage.*

(iii) **Multiple Final Payout – Plain Vanilla Put Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Plain Vanilla Put Securities:

$RV \times [\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Max} (\text{Gearing 2} \times (\text{Strike Percentage} - \text{Final Settlement Value}); \text{Floor Percentage})]$

**Description of the Final Payout**

*The Final Payout comprises a Constant Percentage 1 and indexed (subject to Gearing) to the geared value of the Underlying Reference(s) below the Strike Percentage, subject to a Floor Percentage.*

(iv) **Multiple Final Payout – Plain Vanilla Put Spread Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Plain Vanilla Put Spread Securities:

$RV \times \{ \text{Constant Percentage 1} + \text{Gearing 1} \times \text{Min} [\text{Max} (\text{Gearing 2} \times (\text{Strike Percentage} - \text{Final Settlement Value}); \text{Floor Percentage}); \text{Cap Percentage}] \}$

**Description of the Final Payout**

*The Final Payout comprises a Constant Percentage 1 and indexed (subject to Gearing) to the value of the Underlying Reference(s) below the Strike Percentage, subject to a Floor Percentage. This indexation cannot be higher than a Cap Percentage.*

(v) **Multiple Final Payout – Plain Vanilla KI Digital Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Plain Vanilla KI Digital Securities:

(A) if a Knock-in Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Bonus Coupon});$  or

(B) if no Knock-in Event has occurred:

$RV \times \text{Constant Percentage 2}.$

**Description of the Final Payout**

*The Final Payout comprises:*

- *if a Knock-in event has occurred, a fixed percentage and a Bonus Coupon.*
- *if a Knock-in event has not occurred: a different fixed percentage.*

(vi) **Multiple Final Payout – Plain Vanilla KO Digital Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Plain Vanilla KO Digital Securities:

(A) if a Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Bonus Coupon});$  or

(B) if no Knock-out Event has occurred:

$RV \times \text{Constant Percentage 2}$ .

**Description of the Final Payout**

The Final Payout comprises:

- if a Knock-out event has occurred, a fixed percentage and a Bonus Coupon.
- if a Knock-out event has not occurred: a different fixed percentage.

(vii) **Multiple Final Payout – Geared Knock-in Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Geared Knock-in Vanilla Call Securities:

(A) if a Knock-in Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Max} (\text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}), \text{Floor Percentage}))$ ; or

(B) if no Knock-in Event has occurred:

$RV \times \text{Constant Percentage 2}$

**Description of the Final Payout**

The Final Payout comprises:

- a fixed percentage; and
- if a Knock-in Event has occurred, an indexation (subject to Gearing) to the geared value of the Underlying Reference(s) above the Strike Percentage, subject to a Floor Percentage.

(viii) **Multiple Final Payout – Geared Knock-out Vanilla Call Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Geared Knock-out Vanilla Call Securities:

(A) if no Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Max} (\text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}), \text{Floor Percentage}))$ ; or

(B) if a Knock-out Event has occurred:

$RV \times \text{Constant Percentage 2}$

**Description of the Final Payout**

The Final Payout comprises:

- a fixed percentage; and
- if no Knock-out Event has occurred, an indexation (subject to Gearing) to the geared value of the Underlying Reference(s) above the Strike Percentage, subject to a Floor Percentage.

(qq) **Multiple Final Payout – Standard Asian Securities**

(i) **Multiple Final Payout – Standard Asian Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Standard Asian Securities:

(A) If Standard Asian Call Local Cap is specified as applicable then:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times (\text{Min} (\text{Max} (\text{Final Settlement Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}, \text{Local Cap Percentage}_{(i)})); \text{Floor Percentage}))$$

(B) If Standard Asian Call Local Cap is specified as not applicable:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Final Settlement Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}))$$

(C) If Standard Asian Put Local Cap is specified as applicable, then:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times (\text{Min} (\text{Max} (\text{Strike Percentage}_{(i)} - \text{Final Settlement Value}_{(i)}, \text{Local Floor Percentage}_{(i)}, \text{Local Cap Percentage}_{(i)})); \text{Floor Percentage}))$$

(D) If Standard Asian Put Local Cap is specified as not applicable:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Strike Percentage}_{(i)} - \text{Final Settlement Value}_{(i)}, \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}))$$

where:

"**Final Settlement Value<sub>(i)</sub>**" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"**Local Floor Percentage<sub>(i)</sub>**" as defined in the applicable Final Terms;

"**Local Cap Percentage<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**M**" is as defined in the applicable Final Terms;

"**W<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**Strike Percentage<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**Standard Asian Call Local Cap**" is as defined in the applicable Final Terms;

"**Standard Asian Put Local Cap**" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises a fixed percentage equal to Constant Percentage 1, an indexation (subject to Gearing) to the value of the Underlying Reference(s) when the average value is above or below the Strike Percentage subject to a Local Floor Percentage and, possibly, a Local Cap Percentage on each observation and a Floor Percentage.*

(ii) **Multiple Final Payout – Standard Collared Asian Spread Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Standard Collared Asian Spread Securities:

(A) If Standard Collared Asian Call Local Cap is specified as applicable then:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Min} (\text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times (\text{Min} (\text{Max} (\text{Final Settlement Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})); \text{Floor Percentage}); \text{Cap Percentage}))$$

(B) If Standard Collared Asian Call Local Cap is specified as not applicable:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Min} (\text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Final Settlement Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}); \text{Cap Percentage}))$$

(C) If Standard Collared Asian Put Local Cap is specified as applicable then:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Min} (\text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times (\text{Min} (\text{Max} (\text{Strike Percentage}_{(i)} - \text{Final Settlement Value}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})); \text{Floor Percentage}); \text{Cap Percentage}))$$

(D) If Standard Collared Asian Put Local Cap is specified as not applicable:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Min} [\text{Max} (\text{Sum} (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Strike Percentage}_{(i)} - \text{Final Settlement Value}_{(i)}, \text{Local Floor Percentage}_{(i)}); \text{Floor Percentage}); \text{Cap Percentage}])$$

where:

"**Final Settlement Value<sub>(i)</sub>**" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"**Local Floor Percentage<sub>(i)</sub>**" as defined in the applicable Final Terms;

"**Local Cap Percentage<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**M**" is as defined in the applicable Final Terms;

"**W<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**Strike Percentage<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**Standard Collared Asian Call Local Cap**" is as defined in the applicable Final Terms;

"**Standard Collared Asian Put Local Cap**" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises a fixed percentage equal to Constant Percentage 1 and an indexation (subject to Gearing) to the value of the Underlying Reference(s) when the average value is above the Strike Percentage subject to a Local Floor Percentage*

and, possibly, a Local Cap Percentage on each observation and a Floor Percentage and a Cap Percentage.

(rr) **Multiple Final Payout Standard Himalaya Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout Standard Himalaya Securities:

$$RV \times (\text{Constant Percentage } 1 + \text{Gearing} \times \text{Max} (\text{Sum } (i = 1, 2, \dots, M) W_{(i)} \times \text{Max} (\text{Best Lock Value}_{(i)} - \text{Strike Percentage}_{(i)}; \text{Local Floor Percentage}_{(i)}; \text{Floor Percentage})))$$

where:

"**Local Floor Percentage<sub>(i)</sub>**" is as defined in the applicable Final Terms;

"**M**" is as defined in the applicable Final Terms;

"**W<sub>(i)</sub>**" is as defined in the applicable Final Terms; and

"**BestLockValue<sub>(i)</sub>**" means the highest Underlying Reference Value on MFP Valuation Date<sub>(i)</sub> of the Underlying Reference(s) in Relevant Basket<sub>(i)</sub>; and

"**Relevant Basket<sub>(i)</sub>**" means, in respect of MFP Valuation Date<sub>(i)</sub>, a Basket comprising each Underlying Reference in Relevant Basket<sub>(i-1)</sub> but excluding the Underlying Reference in relation to BestLockValue<sub>(i-1)</sub>. Relevant Basket<sub>(i-1)</sub> will be set out in the applicable Final Terms.

"**Strike Percentage<sub>(i)</sub>**" is as defined in the applicable Final Terms;

**Description of the Final Payout**

*The Final Payout comprises a fixed percentage equal to Constant Percentage 1 and an indexation (subject to Gearing) to the Underlying References above the Strike Percentage in accordance with certain selection criteria on each MFP Valuation Date. In particular, the value of the best performing Underlying Reference in the basket is calculated and then removed from such basket for the following MFP Valuation Dates, therefore providing an indexation to the average of those calculated values (the BestLockValues) above the Strike Percentage. The minimum level is equal to Floor Percentage.*

(ss) **Multiple Final Payout – Dispersion Securities**

If the Securities are specified in the applicable Final Terms as being Dispersion Securities:

$$RV \times [\text{Constant Percentage } 1 + \text{Max} (\text{Global Floor Percentage}; (1/K) \times \text{Sum } (k=1, 2, \dots, K) \text{Dispersion Value}_{(k)} - \text{Strike Percentage})]$$

where:

"**Dispersion Value<sub>(k)</sub>**" means, in respect of the relevant Underlying Reference(k), the absolute value of: [Final Settlement Value<sub>(k)</sub> – Basket Value.]

**Description of the Payout**

*The Payout comprises indexation to the average value of the Underlying Reference(s) when the average value is above the Strike Percentage subject to a minimum level of the Global Floor Percentage.*

(tt) **Multiple Final Payout - Step Securities**

(i) **Multiple Final Payout - 3-Step Knock-in Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - 3-Step Knock-in Securities:

- (A) if the Final Settlement Condition is satisfied:  
 $RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate});$  or
- (B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:  
 $RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage})$
- (C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:  
 $RV \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})$

where:

"**Option**" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max} (\text{Floor Percentage}, \text{Min} (\text{Constant Percentage 4} - n\text{EDS} \times \text{Loss Percentage}, \text{Constant Percentage 5}));$

"**Forward**" means  $\text{Final Settlement Value} - \text{Strike Percentage};$

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Call**" means  $\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4});$

"**Call Spread**" means  $\text{Min} (\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4}); \text{Spread Percentage});$

"**Put**" means  $\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4});$

"**Put Spread**" means  $\text{Min} (\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4}); \text{Spread Percentage});$

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(tt)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(tt)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms or (cc) if the provisions of sub-paragraph (C) of this Formulas Condition 1.1(tt)(i) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *if the Final Settlement Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FS Exit Rate);*

- *if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred, a fixed percentage (that may differ from the above fixed percentage) plus the Coupon Airbag Percentage;*
- *if the Final Settlement Condition is not satisfied, a Knock-in Event has occurred and if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-in Event has occurred and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-in Event has occurred and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *Physical Delivery may also apply.*

(ii) **Multiple Final Payout - 3-Step Plus Knock-in Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - 3-Step Plus Knock-in Securities:

(A) if the Final Settlement Condition is satisfied:

$RV \times \text{Max} (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1}; \text{Floor Percentage})$

Or

$RV \times \text{Min} (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1}; \text{Cap Percentage});$   
or

(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:

$RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage})$

(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:

$RV \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing 2} \times \text{Option 2}; \text{Floor Percentage})$

Or

$RV \times \text{Min} (\text{Constant Percentage 3} + \text{Gearing 2} \times \text{Option 2}; \text{Cap Percentage})$

where:

**"Option 1"** means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

**"Option 2"** means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

### **Option 1**

"EDS 1" means  $\text{Max (EDS Percentage 1, Min (Constant Percentage 4 - nEDS 1} \times \text{Loss Percentage 1, Constant Percentage 5))}$ ;

"nEDS 1" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"EDS Percentage 1" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 1" is as defined in the relevant Final Terms;

"Forward 1" means Final Settlement Value 1 – Strike Percentage 1;

"Put 1" means  $\text{Max (Strike Percentage 1 - Final Settlement Value 1; Constant Percentage 6)}$ ;

"Put Spread 1" means  $\text{Min (Max (Strike Percentage 1 - Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1)}$ ;

"Spread Percentage 1" means the percentage specified as such in the applicable Final Terms;

"Call 1" means  $\text{Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8)}$ ; and

"Call Spread 1" means  $\text{Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1)}$ ;

"Strike Percentage 1" means the percentage specified as such in the applicable Final Terms;

### **Option 2**

"EDS 2" means  $\text{Max (EDS Percentage 2, Min (Constant Percentage 10 - nEDS 2} \times \text{Loss Percentage 2, Constant Percentage 11))}$ ;

"nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"EDS Percentage 2" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 2" is as defined in the relevant Final Terms;

"Forward 2" means Final Settlement Value 2 – Strike Percentage 2;

"Put 2" means  $\text{Max (Strike Percentage 2 - Final Settlement Value 2; Constant Percentage 12)}$ ;

"Put Spread 2" means  $\text{Min (Max (Strike Percentage 2 - Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2)}$ ;

"Spread Percentage 2" means the percentage specified as such in the applicable Final Terms;

"Call 2" means  $\text{Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14)}$ ; and

"**Call Spread 2**" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2);

"**Strike Percentage 2**" means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(tt)(ii) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(tt)(ii) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, or (cc) if the provisions of sub-paragraph (C) of this Formulas Condition 1.1(tt)(ii) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms no Cash Settlement Amount, will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *if the Final Settlement Condition is satisfied, and if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is satisfied, and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is satisfied, and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred, a fixed percentage (that may differ from the above fixed percentage) plus the Coupon Airbag Percentage;*
- *if the Final Settlement Condition is not satisfied, a Knock-in Event has occurred and if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-in Event has occurred and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-in Event has occurred and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *Physical Delivery may also apply.*

#### (iii) **Multiple Final Payout - 3-Step Knock-out Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - 3-Step Knock-out Securities:

- (A) if the Final Settlement Condition is satisfied:  
 $RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate})$ ; or
- (B) if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred:  
 $RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage})$
- (C) if the Final Settlement Condition is not satisfied and a Knock-out Event has occurred:  
 $RV \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})$

where:

"**Option**" means Call, Call Spread, Put, Put Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max} (\text{Cap Percentage}, \text{Min} (\text{Constant Percentage 4} - \text{nEDS} \times \text{Loss Percentage}, \text{Constant Percentage 5}))$ ;

"**Forward**" means  $\text{Final Settlement Value} - \text{Strike Percentage}$ ;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Call**" means  $\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4})$ ;

"**Call Spread**" means  $\text{Min} (\text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 4}); \text{Spread Percentage})$ ,

"**Put**" means  $\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4})$ ; and

"**Put Spread**" means  $\text{Min} (\text{Max} (\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 4}); \text{Spread Percentage})$ ,

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(tt)(iii) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(tt)(iii) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms or (cc) if the provisions of sub-paragraph (C) of this Formulas Condition 1.1(tt)(iii) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *if the Final Settlement Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FS Exit Rate);*

- *if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and if Option is Put, Put Spread, Call or Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) below or above the Strike Percentage, subject to a minimum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value lower than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value below this barrier the higher the percentage.*
- *Physical Delivery may also apply.*

(iv) **Multiple Final Payout - 3-Step Plus Knock-out Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - 3-Step Plus Knock-out Securities:

(A) if the Final Settlement Condition is satisfied:

$RV \times \text{Max} (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1}; \text{Floor Percentage})$

Or

$RV \times \text{Min} (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option 1}; \text{Cap Percentage});$   
or

(B) if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage})$

(C) if the Final Settlement Condition is not satisfied and a Knock-out Event has occurred:

$RV \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing 2} \times \text{Option 2}; \text{Floor Percentage})$

Or

$RV \times \text{Min} (\text{Constant Percentage 3} + \text{Gearing 2} \times \text{Option 2}; \text{Cap Percentage})$

where:

"**Option 1**" means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

"**Option 2**" means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

**Option 1**

"EDS 1" means  $\text{Max (EDS Percentage 1, Min (Constant Percentage 4 - nEDS 1} \times \text{Loss Percentage 1, Constant Percentage 5))}$ ;

"nEDS 1" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"EDS Percentage 1" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 1" is as defined in the relevant Final Terms;

"Forward 1" means Final Settlement Value 1 - Strike Percentage 1;

"Put 1" means  $\text{Max (Strike Percentage 1 - Final Settlement Value 1; Constant Percentage 6)}$ ;

"Put Spread 1" means  $\text{Min (Max (Strike Percentage 1 - Final Settlement Value 1; Constant Percentage 7); Spread Percentage 1)}$ ;

"Spread Percentage 1" means the percentage specified as such in the applicable Final Terms;

"Call 1" means  $\text{Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 8)}$ ; and

"Call Spread 1" means  $\text{Min (Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 9); Spread Percentage 1)}$ ;

"Strike Percentage 1" means the percentage specified as such in the applicable Final Terms;

## **Option 2**

"EDS 2" means  $\text{Max (EDS Percentage 2, Min (Constant Percentage 10 - nEDS 2} \times \text{Loss Percentage 2, Constant Percentage 11))}$ ;

"nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"EDS Percentage 2" is as defined in the relevant Final Terms;

"EDS Barrier Percentage 2" is as defined in the relevant Final Terms;

"Forward 2" means Final Settlement Value 2 - Strike Percentage 2;

"Put 2" means  $\text{Max (Strike Percentage 2 - Final Settlement Value 2; Constant Percentage 12)}$ ;

"Put Spread 2" means  $\text{Min (Max (Strike Percentage 2 - Final Settlement Value 2; Constant Percentage 13); Spread Percentage 2)}$ ;

"Spread Percentage 2" means the percentage specified as such in the applicable Final Terms;

"Call 2" means  $\text{Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 14)}$ ; and

"**Call Spread 2**" means Min (Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 15); Spread Percentage 2);

"**Strike Percentage 2**" means the percentage specified as such in the applicable Final Terms;

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(tt)(iv) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(tt)(iv) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, or (cc) if the provisions of sub- paragraph (C) of this Formulas Condition 1.1(tt)(iv) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms no Cash Settlement Amount, will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *if the Final Settlement Condition is satisfied, and if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is satisfied, and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is satisfied, and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred, a fixed percentage (that may differ from the above fixed percentage) plus the Coupon Airbag Percentage;*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and if Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum or a maximum; or*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *Physical Delivery may also apply.*

(v) **Multiple Final Payout – 4-Step Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 4 Step Securities:

(A) if the Final Settlement Condition is satisfied:

$$RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate})$$

(B) if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and no Knock-In Event has occurred:

$$RV \times (\text{Constant Percentage 2} + \text{Coupon Airbag Percentage 1}); \text{ or}$$

(C) if the Final Settlement Condition is not satisfied, no Knock-out Event has occurred and no Knock-in Event has occurred:

$$RV \times (\text{Constant Percentage 3} + \text{Coupon Airbag Percentage 2}); \text{ or}$$

(D) if the Final Settlement Condition is not satisfied and if no Knock-out Event has occurred but a Knock-in Event has occurred:

$$RV \times \text{Max} (\text{Constant Percentage 4} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})$$

where:

**"Option"** means Put, Put Spread, Call, Call Spread or Forward as specified in the applicable Final Terms;

**"Forward"** means Final Settlement Value – Strike Percentage;

**"Call"** means Max (Final Settlement Value - Strike Percentage; Constant Percentage 5); and

**"Call Spread"** means Min (Max (Final Settlement Value - Strike Percentage; Constant Percentage 5); Spread Percentage),

**"Put"** means Max (Strike Percentage – Final Settlement Value; Constant Percentage 5); and

**"Put Spread"** means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 5); Cap Percentage).

***Description of the Final Payout***

*The Final Payout comprises:*

- *if the Final Settlement Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FS Exit Rate);*
- *if the Final Settlement Condition is not satisfied, a Knock-out Event has occurred and no Knock-in Event has occurred a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Settlement Condition is not satisfied and no Knock-out Event and no Knock-in Event has occurred, a fixed percentage (that may differ from the above fixed percentages); or*
- *if the Final Settlement Condition is not satisfied and no Knock-out Event has occurred but a Knock-in Event has occurred, if Option is Call, Call Spread,*

*Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum; or if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum.*

(vi) **Multiple Final Payout - Standard 3-Step Knock-in Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Standard 3 Step Knock-in Securities

- (A) If FS Barrier Value is greater than the Final Settlement Condition Level:  
 $RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate})$ ; or
- (B) If FS Barrier Value is less than or equal to the Final Settlement Condition Level and no Knock-in Event has occurred:  
 $RV \times (\text{Fixed Percentage 2} + \text{Coupon Airbag Percentage})$ ; or
- (C) If FS Barrier Value is less than or equal to the Final Settlement Condition Level and a Knock-in Event has occurred:  
 $RV \times \text{Min}(\text{Fixed Percentage 3}, \text{Gearing} \times \text{Final Settlement Value})$

where:

"Fixed Percentage 1" is as defined in the applicable Final Terms;

"Fixed Percentage 2" is as defined in the applicable Final Terms;

"Fixed Percentage 3" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises:*

- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is greater than the Final Settlement Condition Level, Fixed Percentage 1 plus a final exit rate (equal to the FS Exit Rate);*
- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is equal to or less than the Final Settlement Condition Level and no Knock-in Event has occurred, Fixed Percentage 2 plus a fixed percentage; or*
- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is equal to or less than the Final Settlement Condition Level and a Knock-in Event has occurred, the minimum of a Fixed Percentage 3 and indexation (subject to Gearing) to the value of the Underlying Reference(s).*

(vii) **Multiple Final Payout - Standard 3-Step Knock-out Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout - Standard 3-Step Knock-out Securities:

- (A) If FS Barrier Value is lower than the Final Settlement Condition Level:  
 $RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate})$ ; or
- (B) If FS Barrier Value is greater than or equal to the Final Settlement Condition Level and no Knock-out Event has occurred:

$RV \times (\text{Fixed Percentage 2} + \text{Coupon Airbag Percentage})$ ; or

- (C) If FS Barrier Value is greater than or equal to the Final Settlement Condition Level and a Knock-out Event has occurred:

$RV \times \text{Min}(\text{Fixed Percentage 3}, \text{Gearing} \times \text{Final Settlement Value})$

where:

"Fixed Percentage 1" is as defined in the applicable Final Terms;

"Fixed Percentage 2" is as defined in the applicable Final Terms;

"Fixed Percentage 3" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises:*

- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is lower than the Final Settlement Condition Level, a Fixed Percentage 1 plus a final exit rate (equal to the FS Exit Rate);*
- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is equal to or greater than the Final Settlement Condition Level and no Knock-out Event has occurred, a Fixed Percentage 2 plus a fixed percentage; or*
- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is equal to or greater than the Final Settlement Condition Level and a Knock-out Event has occurred, the minimum of a Fixed Percentage 3 and indexation (subject to Gearing) to the value of the Underlying Reference(s).*

(viii) **Multiple Final Payout - Standard 2 -Step Barrier Down Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout - Standard 2 -Step Barrier Down Securities:

- (A) If FS Barrier Value is greater than the Final Settlement Condition Level:

$RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate})$ ; or

- (B) If FS Barrier Value is less than or equal to the Final Settlement Condition Level:

$RV \times \text{Min}(\text{Fixed Percentage 2}, \text{Final Settlement Value})$

where:

"Fixed Percentage 1" is as defined in the applicable Final Terms;

"Fixed Percentage 2" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises:*

- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is greater than the Final Settlement Condition Level, Fixed Percentage 1 plus a final exit rate (equal to the FS Exit Rate);*

- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is equal to or less than the Final Settlement Condition Level, the minimum of Fixed Percentage 2 and indexation to the value of the Underlying Reference(s).*

(ix) **Multiple Final Payout - Standard 2 -Step Barrier Up Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout - Standard 2 -Step Barrier Up Securities:

- (A) If FS Barrier Value is less than the Final Settlement Condition Level:
- $RV \times (\text{Fixed Percentage 1} + \text{FS Exit Rate})$ ; or
- (B) If FS Barrier Value is greater than or equal to the Final Settlement Condition Level:
- $RV \times \text{Min}(\text{Fixed Percentage 2}, \text{Final Settlement Value})$

where:

"**Fixed Percentage 1**" is as defined in the applicable Final Terms;

"**Fixed Percentage 2**" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises:*

- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is less than the Final Settlement Condition Level, Fixed Percentage 1 plus a final exit rate (equal to the FS Exit Rate);*
- *if the FS Barrier Value on the MFP FS Barrier Valuation Date is equal to or greater than the Final Settlement Condition Level, the minimum of Fixed Percentage 2 and indexation to the value of the Underlying Reference(s).*

(x) **Multiple Final Payout - 2 -Step Knock-in Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - 2 -Step Knock-in Securities:

- (A) if the Knock-in Event has not occurred:
- $RV \times (\text{Constant Percentage 1} + \text{FS Exit Rate})$ ; or
- (B) if a Knock-in Event has occurred:
- $RV \times \text{Max}(\text{Constant Percentage 2} + \text{Gearing} \times \text{Option}; \text{Floor Percentage})$

where:

"**Option**" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max}(\text{Floor Percentage}, \text{Min}(\text{Constant Percentage 3} - n\text{EDS} \times \text{Loss Percentage}, \text{Constant Percentage 4}))$ ;

"**Forward**" means  $\text{Final Settlement Value} - \text{Strike Percentage}$ ;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Call**" means  $\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage } 3)$ ;

"**Call Spread**" means  $\text{Min}(\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage } 3); \text{Spread Percentage})$ ;

"**Put**" means  $\text{Max}(\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage } 3)$ ; and

"**Put Spread**" means  $\text{Min}(\text{Max}(\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage } 3); \text{Spread Percentage})$ ,

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(tt)(x) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(tt)(x) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *if a Knock-in Event has not occurred, a fixed percentage plus a final exit rate (equal to the FS Exit Rate);*
- *if a Knock-in Event has occurred and Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum; or*
- *if a Knock-in Event has occurred and Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum; or*
- *if a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage, subject to Gearing and a minimum.*
- *Physical Delivery may also apply.*

#### (xi) **Multiple Final Payout - 2 -Step Knock-out Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - 2 -Step Knock-out Securities:

(A) if the Knock-out Event has not occurred:

$\text{RV} \times (\text{Constant Percentage } 1 + \text{FS Exit Rate})$ ; or

(B) if a Knock-out Event has occurred:

$\text{RV} \times \text{Max}(\text{Constant Percentage } 2 + \text{Gearing} \times \text{Option}; \text{Floor Percentage})$

where:

"**Option**" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max}(\text{Floor Percentage}, \text{Min}(\text{Constant Percentage 3} - n\text{EDS} \times \text{Loss Percentage}, \text{Constant Percentage 4}))$ ;

"**Forward**" means Final Settlement Value – Strike Percentage;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Call**" means  $\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 3})$ ;

"**Call Spread**" means  $\text{Min}(\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 3}); \text{Spread Percentage})$ ;

"**Put**" means  $\text{Max}(\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 3})$ ;

"**Put Spread**" means  $\text{Min}(\text{Max}(\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 3}); \text{Spread Percentage})$ ,

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(tt)(xi) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(tt)(xi) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

#### **Description of the Final Payout**

*The Final Payout comprises:*

- *if a Knock-out Event has not occurred, a fixed percentage plus a final exit rate (equal to the FS Exit Rate);*
- *if a Knock-out Event has occurred and Option is Call, Call Spread, Put or Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) above or below the Strike Percentage, subject to a minimum; or*
- *if a Knock-out Event has occurred and Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s), subject to a minimum; or*
- *if a Knock-out Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to Gearing and a minimum. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *Physical Delivery may also apply.*

#### **(uu) Multiple Final Payout - Performance Securities**

##### **(i) Multiple Final Payout - Geared Call Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - Geared Call Performance Securities

- i. if Cap is specified as not applicable in the applicable Final Terms:  
$$RV \times \{ \text{Constant Percentage } 1 + [\text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage})] \}$$
- ii. if Cap is specified as applicable in the applicable Final Terms:  
$$RV \times \{ \text{Constant Percentage } 1 + \text{Min} [\text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage}), \text{Cap Percentage}] \}$$

**Description of the Final Payout**

- *If Cap is specified as not applicable, the Final Payout comprises an indexation to the value of the Underlying Reference(s) and an additional indexation (subject to Gearing) to the value of the Underlying Reference(s) above the Strike Percentage. (subject to a minimum of the Floor Percentage);*
- *If Cap is specified as applicable, the Final Payout provides a limited maximum upside and comprises an indexation to the value of the Underlying Reference(s) and an additional indexation (subject to Gearing) to the value of the Underlying Reference(s) above the Strike Percentage (subject to a minimum of the Floor Percentage), subject to a cap of the Cap Percentage.*

(ii) **Multiple Final Payout - Multi Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout - Multi Performance Securities:

- i. if Cap and Floor are specified as not applicable in the applicable Final Terms:  
$$RV \times \{ \text{Fixed Percentage} + [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})] \}$$
- ii. if Cap is specified as applicable and Floor is specified as not applicable in the applicable Final Terms:  
$$RV \times \{ \text{Fixed Percentage} + \text{Min} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}), \text{Global Cap}] \}$$
- iii. if Cap is specified as not applicable and Floor is specified as applicable in the applicable Final Terms:  
$$RV \times \{ \text{Fixed Percentage} + \text{Max} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}), \text{Global Floor}] \}$$
- iv. if Cap and Floor are specified as applicable in the applicable Final Terms:  
$$RV \times \{ \text{Fixed Percentage} + \text{Min} [\text{Max} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}), \text{Global Floor}], \text{Global Cap}] \}$$

where:

"Constant Percentage<sub>n</sub>" means the percentage specified as such in the applicable Final Terms;

"Gearing<sub>n</sub>" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(n,1)</sub>**" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(n,2)</sub>**" is as defined in the applicable Final Terms;

"**Floor Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Loss Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Final Settlement Value<sub>(n)</sub>**" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"**Strike Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Spread Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**W<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**n**" is as defined in the applicable Final Terms;

"**Global Cap**" is as defined in the applicable Final Terms;

"**Global Floor**" is as defined in the applicable Final Terms;

"**Option<sub>n</sub>**" means Put<sub>(n)</sub>, Put Spread<sub>(n)</sub>, Call<sub>(n)</sub>, Call Spread<sub>(n)</sub>, EDS<sub>(n)</sub> or Forward<sub>(n)</sub> as specified in the applicable Final Terms;

"**EDS<sub>(n)</sub>**" means  $\text{Max}(\text{Floor Percentage}_{(n)}, \text{Min}(\text{Generic Percentage}_{(n,1)} - n\text{EDS}_{(n)} \times \text{Loss Percentage}_{(n)}, \text{Generic Percentage}_{(n,2)}))$ ;

"**Forward<sub>(n)</sub>**" means  $\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}$ ;

"**nEDS<sub>(n)</sub>**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage<sub>(n)</sub>;

"**EDS Barrier Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Call<sub>(n)</sub>**" means  $\text{Max}(\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)})$ ;

"**Call Spread<sub>(n)</sub>**" means  $\text{Min}(\text{Max}(\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)})$ ;

"**Put<sub>(n)</sub>**" means  $\text{Max}(\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)})$ ;

"**Put Spread<sub>(n)</sub>**" means  $\text{Min}(\text{Max}(\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)})$ .

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *a fixed percentage and if Option is Forward, Call, Call Spread, Put or Put Spread the weighted sum of a constant percentage and an indexation (subject*

to Gearing) to the Underlying Reference(s) above or below the Strike Percentage; or

- a fixed percentage and Option is EDS, the weighted sum of a constant percentage and a percentage that depends on how many Underlying Reference(s) in the basket(s) have a value greater than the EDS Barrier Percentage, subject to Gearing. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.
- The Final Payout may be subject to a Global Cap and/or Global Floor.
- Physical Delivery may also apply.

(iii) **Multiple Final Payout – (Capped) Multi Knock-Out Bonus Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – (Capped) Knock- Out Bonus Performance Securities:

- (A) if Cap is specified as not applicable in the applicable Final Terms:
- (x) if a Knock-out Event has occurred:  
 $RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 1})$ ; or
  - (y) if no Knock-out Event has occurred:  
 $RV \times (\text{Constant Percentage 1} + \text{Max (Bonus Percentage, Final Settlement Value 2)})$
- (B) if Cap is specified as applicable in the applicable Final Terms:
- (x) if a Knock-out Event has occurred:  
 $RV \times [\text{Constant Percentage 1} + \text{Final Settlement Value 1} - \text{Max (Final Settlement Value 2 - Cap Percentage 1, Floor Percentage)}]$ ; or
  - (y) if no Knock-out Event has occurred:  
 $RV \times [\text{Constant Percentage 1} + \text{Max (Bonus Percentage, Final Settlement Value 3)} - \text{Max (Final Settlement Value 4 - Cap Percentage 2, Floor Percentage)}]$

**Description of the Final Payout**

If Cap is specified as not applicable the Final Payout comprises:

- if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or
- if a Knock-out Event has occurred, a minimum percentage and an indexation to the value of the Underlying Reference(s) (this value may differ from the above value).

If Cap is specified as applicable the Final Payout provides limited maximum upside and comprises:

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage, up to a maximum level and subject to a minimum level; or*
- *if a Knock-out Event has occurred, a minimum percentage and an indexation to the value of the Underlying Reference(s) (this value may differ from the above value), up to a maximum level and subject to a minimum level.*

(iv) **Multiple Final Payout – (Capped) Multi Knock-In Bonus Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – (Capped) Knock-In Bonus Performance Securities:

- (A) if Cap is specified as not applicable in the applicable Final Terms:
- (x) if a Knock-in Event has occurred:  
 $RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 1})$ ; or
  - (y) if no Knock-in Event has occurred:  
 $RV \times (\text{Constant Percentage 1} + \text{Max (Bonus Percentage, Final Settlement Value 2)})$ .
- (B) if Cap is specified as applicable in the applicable Final Terms:
- (x) if a Knock-in Event has occurred:  
 $RV \times [\text{Constant Percentage 1} + \text{Final Settlement Value 1} - \text{Max (Final Settlement Value 2} - \text{Cap Percentage 1, Floor Percentage 1)}]$ ;  
or
  - (y) if no Knock-in Event has occurred:  
 $RV \times [\text{Constant Percentage 1} + \text{Max (Bonus Percentage, Final Settlement Value 3)} - \text{Max (Final Settlement Value 4} - \text{Cap Percentage 2, Floor Percentage 2)}]$

**Description of the Final Payout**

*If Cap is specified as not applicable the Final Payout comprises:*

- *if no Knock-in Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or*
- *if a Knock-in Event has occurred, a minimum percentage and an indexation to the value of the Underlying Reference(s) (this value may differ from the above value).*

*If Cap is specified as applicable the Final Payout provides limited maximum upside and comprises:*

- *if no Knock-in Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage, up to a maximum level and subject to a minimum level; or*
- *if a Knock-in Event has occurred, a minimum percentage and an indexation to the value of the Underlying Reference(s) (this value may differ from the above value), up to a maximum level and subject to a minimum level.*

(v) **Multiple Final Payout – 2 -Step KI Multi Bonus Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 2 -Step KI Multi Bonus Securities:

(A) if the Knock-in Event has not occurred:

$RV \times \text{Gearing 1} \times (\text{Constant Percentage 1} + \text{Bonus Percentage 1} + \text{Gearing 2} \times \text{Option} - \text{Bonus Percentage 2})$ ; or

(B) if a Knock-in Event has occurred:

$RV \times \text{Gearing 3} \times \text{Max}(\text{Constant Percentage 2} + \text{Gearing 4} \times \text{Option}; \text{Floor Percentage})$

where:

"**Option**" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"**EDS**" means  $\text{Max}(\text{Floor Percentage}, \text{Min}(\text{Constant Percentage 3} - n\text{EDS} \times \text{Loss Percentage}, \text{Constant Percentage 4}))$ ;

"**Forward**" means  $\text{Final Settlement Value} - \text{Strike Percentage}$ ;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Call**" means  $\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 3})$ ;

"**Call Spread**" means  $\text{Min}(\text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}; \text{Constant Percentage 3}); \text{Spread Percentage})$ ;

"**Put**" means  $\text{Max}(\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 3})$ ; and

"**Put Spread**" means  $\text{Min}(\text{Max}(\text{Strike Percentage} - \text{Final Settlement Value}; \text{Constant Percentage 3}); \text{Spread Percentage})$ ,

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(uu)(v) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(uu)(v) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

***Description of the Final Payout***

*The Final Payout comprises:*

- *If a Knock-in Event has not occurred:*
  - i. *if Option is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or*
  - ii. *if Option is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or*

iii. if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or

iv. if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.

• If a Knock-in Event has occurred:

i. if Option is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or

ii. if Option is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or

iii. if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or

iv. if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.

All of the above (i) to (iv) are subject to a Floor.

• Physical Delivery may also apply.

(vi) **Multiple Final Payout – 3-Step Multi Bonus Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 3-Step Multi Bonus Securities:

(A) if the Final Settlement Condition is satisfied and no Knock-in Event has occurred:

$$RV \times \text{Gearing 1} \times (\text{Constant Percentage 1} + \text{Bonus Percentage 1} + \text{Gearing 2} \times \text{Option} - \text{Bonus Percentage 2})$$

(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:

$$RV \times \text{Gearing 3} \times (\text{Constant Percentage 2} + \text{Bonus Percentage 3} + \text{Gearing 4} \times \text{Option} - \text{Bonus Percentage 4})$$

(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:

$$RV \times \text{Gearing 5} \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing 6} \times \text{Option}; \text{Bonus Floor Percentage})$$

where:

"Option" means Put, Put Spread, Call, Call Spread, EDS or Forward as specified in the applicable Final Terms;

"EDS" means Max (Floor Percentage, Min (Constant Percentage 4 – nEDS × Loss Percentage, Constant Percentage 5));

"Forward" means Final Settlement Value – Strike Percentage;

"**nEDS**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"**Call**" means Max (Final Settlement Value - Strike Percentage; Constant Percentage 4);

"**Call Spread**" means Min (Max (Final Settlement Value – Strike Percentage; Constant Percentage 4); Spread Percentage);

"**Put**" means Max (Strike Percentage – Final Settlement Value; Constant Percentage 4); and

"**Put Spread**" means Min (Max (Strike Percentage – Final Settlement Value; Constant Percentage 4); Spread Percentage),

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(uu)(vi) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms, (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(uu)(vi) or (cc) if the provisions of sub-paragraph (C) of this Formulas Condition 1.1(uu)(vi) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *If the Final Settlement Condition is satisfied and no Knock-in Event has occurred:*
  - i. *if Option is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or*
  - ii. *if Option is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or*
  - iii. *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
  - iv. *if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.*
- *If the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:*
  - i. *if Option is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or*
  - ii. *if Option is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or*
  - iii. *if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*

iv. if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.

• If a Knock-in Event has occurred:

i. if Option is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or

ii. if Option is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or

iii. if Option is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or

iv. if Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.

All of the above (i) to (iv) are subject to a Floor.

• Physical Delivery may also apply.

(vii) **Multiple Final Payout – 3-Step Flexi Bonus Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – 3-Step Flexi Bonus Securities:

(A) if the Final Settlement Condition is satisfied and no Knock-in Event has occurred:

$RV \times \text{Gearing 1} \times (\text{Constant Percentage 1} + \text{Bonus Percentage 1} + \text{Gearing 2} \times \text{Option 1} - \text{Bonus Percentage 2})$

(B) if the Final Settlement Condition is not satisfied and no Knock-in Event has occurred:

$RV \times \text{Gearing 3} \times (\text{Constant Percentage 2} + \text{Bonus Percentage 3} + \text{Gearing 4} \times \text{Option 2} - \text{Bonus Percentage 4})$

(C) if the Final Settlement Condition is not satisfied and a Knock-in Event has occurred:

$RV \times \text{Gearing 5} \times \text{Max} (\text{Constant Percentage 3} + \text{Gearing 6} \times \text{Option 3}; \text{Bonus Floor Percentage})$

**Option 1**

"Option 1" means Put 1, Put Spread 1, Call 1, Call Spread 1, EDS 1 or Forward 1 as specified in the applicable Final Terms;

"EDS 1" means  $\text{Max} (\text{Floor Percentage 1}, \text{Min} (\text{Constant Percentage 4} - \text{nEDS 1} \times \text{Loss Percentage 1}, \text{Constant Percentage 5}))$ ;

"Forward 1" means  $\text{Final Settlement Value 1} - \text{Strike Percentage 1}$ ;

"nEDS 1" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value 1 is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 1;

"EDS Barrier Percentage 1" is as defined in the relevant Final Terms;

"Call 1" means Max (Final Settlement Value 1 - Strike Percentage 1; Constant Percentage 4);

"Call Spread 1" means Min (Max (Final Settlement Value 1 – Strike Percentage 1; Constant Percentage 4); Spread Percentage 1);

"Put 1" means Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 4); and

"Put Spread 1" means Min (Max (Strike Percentage 1 – Final Settlement Value 1; Constant Percentage 4); Spread Percentage 1),

### **Option 2**

"Option 2" means Put 2, Put Spread 2, Call 2, Call Spread 2, EDS 2 or Forward 2 as specified in the applicable Final Terms;

"EDS 2" means Max (Floor Percentage 2, Min (Constant Percentage 6 – nEDS 2 × Loss Percentage 2, Constant Percentage 7));

"Forward 2" means Final Settlement Value 2 – Strike Percentage 2;

"nEDS 2" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value 2 is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 2;

"EDS Barrier Percentage 2" is as defined in the relevant Final Terms;

"Call 2" means Max (Final Settlement Value 2 - Strike Percentage 2; Constant Percentage 6);

"Call Spread 2" means Min (Max (Final Settlement Value 2 – Strike Percentage 2; Constant Percentage 6); Spread Percentage 2);

"Put 2" means Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 6); and

"Put Spread 2" means Min (Max (Strike Percentage 2 – Final Settlement Value 2; Constant Percentage 6); Spread Percentage 2),

### **Option 3**

"Option 3" means Put 3, Put Spread 3, Call 3, Call Spread 3, EDS 3 or Forward 3 as specified in the applicable Final Terms;

"EDS 3" means Max (Floor Percentage 3, Min (Constant Percentage 8 – nEDS 3 × Loss Percentage 3, Constant Percentage 9));

"Forward 3" means Final Settlement Value 3 – Strike Percentage 3;

"nEDS 3" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value 3 is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage 3;

"EDS Barrier Percentage 3" is as defined in the relevant Final Terms;

"**Call 3**" means Max (Final Settlement Value 3 - Strike Percentage 3; Constant Percentage 8);

"**Call Spread 3**" means Min (Max (Final Settlement Value 3 – Strike Percentage 3; Constant Percentage 8); Spread Percentage 3);

"**Put 3**" means Max (Strike Percentage 3 – Final Settlement Value 3; Constant Percentage 8); and

"**Put Spread 3**" means Min (Max (Strike Percentage 3 – Final Settlement Value 3; Constant Percentage 8); Spread Percentage 3),

**provided that** (aa) if the provisions of sub-paragraph (A) of this Formulas Condition 1.1(uu)(vii) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms, (bb) if the provisions of sub-paragraph (B) of this Formulas Condition 1.1(uu)(vii) or (cc) if the provisions of sub-paragraph (C) of this Formulas Condition 1.1(uu)(vii) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Cash Settlement Amount will be payable and Physical Delivery will apply.

#### ***Description of the Final Payout***

*The Final Payout comprises:*

- *If the Final Settlement Condition is satisfied and no Knock-in Event has occurred:*
  - i. *if Option 1 is Put, Put Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Strike Percentage; or*
  - ii. *if Option 1 is Call and Call Spread, an indexation (subject to Gearing) to the value of the Underlying Reference(s) up to the Final Settlement Value; or*
  - iii. *if Option 1 is Forward, an indexation (subject to Gearing) to the value of the Underlying Reference(s); or*
  - iv. *if Option 1 is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater or lower than the EDS Barrier Percentage, subject to Gearing.*
- *If the Final Settlement Condition is not satisfied and no Knock-in Event has occurred, an indexation similar to (i) to (iv) but, possibly, with a different Option, i.e. Option 2*
- *If a Knock-in Event has occurred an indexation similar to (i) to (iv) but, possibly, with a different Option, i.e. Option 3 subject to a Floor*
- *Physical Delivery may also apply.*

#### **(viii) Multiple Final Payout – (Capped) Knock-Out Bonus Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – (Capped) Knock-Out Bonus Performance Securities:

- (A) if Cap is specified as not applicable in the applicable Final Terms:
  - (x) if a Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2});$  or

(y) if no Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 2} + \text{Max} (\text{Bonus Percentage, Final Settlement Value 1}))$

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2} - \text{Max} (\text{Final Settlement Value 2} - \text{Cap Percentage 1, Floor Percentage 1}));$   
or

(y) if no Knock-out Event has occurred:

$RV \times [\text{Constant Percentage 2} + \text{Max} (\text{Bonus Percentage, Final Settlement Value 1}) - \text{Max} (\text{Final Settlement Value 1} - \text{Cap Percentage 2, Floor Percentage 2})]$

***Description of the Final Payout***

*If Cap is specified as not applicable the Final Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value).*
- *If Cap is specified as applicable the Final Payout provides limited maximum upside and comprises:*
- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage, up to a maximum level and subject to a minimum level; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value), up to a maximum level and subject to a minimum level.*

(ix) **Multiple Final Payout – (Capped) Knock – In Bonus Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – (Capped) Multi Knock – In Bonus Performance Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2});$  or

(y) if no Knock-in Event has occurred:

$RV \times (\text{Constant Percentage 2} + \text{Max} (\text{Bonus Percentage, Final Settlement Value 1}))$

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value 2} - \text{Max}(\text{Final Settlement Value 2} - \text{Cap Percentage 1}, \text{Floor Percentage 1}));$   
or

(y) if no Knock-in Event has occurred:

$RV \times [\text{Constant Percentage 2} + \text{Max}(\text{Bonus Percentage}, \text{Final Settlement Value 1}) - \text{Max}(\text{Final Settlement Value 1} - \text{Cap Percentage 2}, \text{Floor Percentage 2})]$

**Description of the Final Payout**

*If Cap is specified as not applicable the Final Payout comprises:*

- *if no Knock-in Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or*
- *if a Knock-in Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value).*
- *If Cap is specified as applicable the Final Payout provides limited maximum upside and comprises:*
- *if no Knock- in Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage, up to a maximum level and subject to a minimum level; or*
- *if a Knock- in Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value), up to a maximum level and subject to a minimum level.*

(x) **Multiple Final Payout – Leveraged Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Leveraged Performance Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

$RV \times \{ \text{Constant Percentage 1} + \text{Constant Percentage 2} + [\text{Final Settlement Value} + \text{Gearing 1} \times \text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage})] \};$  or

(y) if no Knock-out Event has occurred:

$RV \times \{ \text{Constant Percentage 3} + \text{Constant Percentage 4} + [\text{Max}(\text{Fixed Percentage 1}, \text{Fixed Percentage 2} + \text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}))] \}$

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Constant Percentage 2} + \text{Min}[\text{Cap Percentage 1}, [\text{Final Settlement Value} + \text{Gearing 1} \times \text{Max}(\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage})]]);$  or

(y) if no Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 3} + \text{Constant Percentage 4} + \text{Min} [\text{Cap Percentage 2}, [\text{Max} (\text{Fixed Percentage 1}, \text{Fixed Percentage 2} + \text{Gearing 2} \times (\text{Final Settlement Value} - \text{Strike Percentage}))]])$

where:

"Gearing 1" is as defined in the applicable Final Terms;

"Gearing 2" is as defined in the applicable Final Terms;

"Fixed Percentage 1" is as defined in the applicable Final Terms;

"Fixed Percentage 2" is as defined in the applicable Final Terms.

**Description of the Final Payout**

*If Cap is specified as not applicable the Final Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage, subject to a minimum of the Fixed Percentage 1; or*
- *if a Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage, subject to a minimum of the Floor Percentage.*

*If Cap is specified as applicable the Final Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage, subject to a minimum of the Fixed Percentage 1 and up to a maximum level equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage, subject to a minimum of the Floor Percentage. The aggregate indexation is limited to a maximum level equal to the Cap Percentage.*

**(vv) Multiple Final Payout – Twin-Win Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Twin-Win Securities:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Max} [\text{Floor Percentage 1}, \text{Gearing 1} \times \text{Final Settlement Value}]);$  or

(y) if no Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 2} + \text{Max} [\text{Max} (\text{Gearing 2} \times (\text{Strike Percentage} - \text{Final Settlement Value}), \text{Gearing 3} \times (\text{Final Settlement Value} - \text{Strike Percentage})), \text{Floor Percentage 2}])$

- (B) if Cap is specified as applicable in the applicable Final Terms:
- (x) if a Knock-out Event has occurred:
- $$RV \times (\text{Constant Percentage 1} + [\text{Min} (\text{Cap Percentage 1}, \text{Gearing 1} \times \text{Final Settlement Value})]); \text{ or}$$
- (y) if no Knock-out Event has occurred:
- $$RV \times \{ \text{Constant Percentage 2} + \text{Max} \{ \text{Max} [\text{Gearing 2} \times (\text{Strike Percentage} - \text{Final Settlement Value}), \text{Min} (\text{Cap Percentage 2} - \text{Strike Percentage}, \text{Gearing 3} \times (\text{Final Settlement Value} - \text{Strike Percentage}))], \text{Floor Percentage} \} \}$$
- where:
- "Gearing 1" is as defined in the applicable Final Terms;
- "Gearing 2" is as defined in the applicable Final Terms;
- "Gearing 3" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*If Cap is specified as not applicable the Final Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, an indexation (subject to Gearing 3) to the value of the Underlying Reference(s) above the Strike Percentage or an indexation (subject to Gearing 2) to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms, subject to a floor of the Floor Percentage 2; or*
- *if a Knock-out Event has occurred, a minimum percentage and an indexation (subject to Gearing 1) to the value of the Underlying Reference(s), subject to a floor of the Floor Percentage 1.*

*If Cap is specified as applicable the Final Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, an indexation (subject to Gearing 3) to the value of the Underlying Reference(s) above the Strike Percentage and up to a maximum level equal to the Cap Percentage or an indexation (subject to Gearing 3) to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms, subject to a Floor Percentage; or*
- *if a Knock-out Event has occurred, a minimum percentage and an indexation (subject to Gearing 1) to the value of the Underlying Reference(s) up to a maximum level equal to the Cap Percentage.*

**(ww) Multiple Final Payout – Knock-In Outperformance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Knock-In Outperformance Securities:

- (A) if Cap is specified as not applicable in the applicable Final Terms:
- (x) if a Knock-in Event has occurred:
- $$RV \times (\text{Constant Percentage 1} + \text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage}));$$

or

(y) if no Knock-in Event has occurred:

$$RV \times (\text{Constant Percentage 2} + \text{Final Settlement Value})$$

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

$$RV \times (\text{Constant Percentage 1} + [\text{Min} (\text{Cap Percentage 1}, \text{Final Settlement Value} + \text{Additional Gearing} \times \text{Max} (\text{Final Settlement Value} - \text{Strike Percentage}, \text{Floor Percentage}))]); \text{ or}$$

(y) if no Knock-in Event has occurred:

$$RV \times (\text{Constant Percentage 2} + [\text{Min} (\text{Cap Percentage 2}, \text{Final Settlement Value})]).$$

#### ***Description of the Final Payout***

*If Cap is specified as not applicable the Final Payout comprises:*

- *a minimum percentage and an indexation to the value of the Underlying Reference(s); and*
- *if a Knock-in Event has occurred, additional indexation (subject to gearing) to the value of the Underlying Reference(s) above the Strike Percentage subject to a minimum of a Floor Percentage.*

*If Cap is specified as applicable the Final Payout provides a limited maximum upside and comprises:*

- *a minimum percentage and an indexation to the value of the Underlying Reference(s) up to a maximum of the Cap Percentage 2; and*
- *if a Knock-in Event has occurred, additional indexation (subject to gearing) to the value of the Underlying Reference(s) above the Strike Percentage subject to a minimum of a Floor Percentage and up to a maximum of the Cap Percentage 1.*

#### **(xx) Multiple Final Payout – Flexi Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Flexi Performance Securities:

$$RV \times (\text{Constant Percentage 1} + \text{Gearing Up} \times \text{Option Up} + \text{Gearing Down} \times \text{Option Down})$$

where:

**"Down Call"** means  $\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage});$

**"Down Call Spread"** means  $\text{Min} (\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

**"Down Forward"** means  $\text{Down Final Settlement Value} - \text{Down Strike Percentage};$

**"Down Put"** means  $\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage});$

**"Down Put Spread"** means  $\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

**"Option Down"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means  $\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage});$

**"Up Call Spread"** means  $\text{Min} (\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage}); \text{Up Cap Percentage});$

**"Up Forward"** means  $\text{Up Final Settlement Value} - \text{Up Strike Percentage};$

**"Up Put"** means  $\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage});$

**"Up Put Spread"** means  $\text{Min} (\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage}); \text{Up Cap Percentage}).$

***Description of the Final Payout***

*The Final Payout comprises a minimum percentage and an indexation (subject to Gearing Up) to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level and an indexation (subject to Gearing Down) to the value (this value may differ from the value above) of the Underlying Reference(s) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

**(yy) Multiple Final Payout – Hyper-Flexi Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Hyper Flexi Performance Securities:

$\text{RV} \times (\text{Constant Percentage 1} + \text{Gearing 1} \times \text{Option Up} + \text{Gearing 2} \times \text{Option Down} + \text{Gearing 3} \times \text{Option Down} + \text{Gearing 4} \times \text{Option Up})$

where:

**"Gearing 1"** means the percentage specified as such in the applicable Final Terms;

**"Gearing 2"** means the percentage specified as such in the applicable Final Terms;

**"Gearing 3"** means the percentage specified as such in the applicable Final Terms;

**"Gearing 4"** means the percentage specified as such in the applicable Final Terms;

**"Down Call"** means  $\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage});$

**"Down Call Spread"** means  $\text{Min} (\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

**"Down Forward"** means  $\text{Down Final Settlement Value} - \text{Down Strike Percentage};$

**"Down Put"** means  $\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage});$

**"Down Put Spread"** means  $\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

**"Option Down"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means  $\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage});$

**"Up Call Spread"** means  $\text{Min} (\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage}); \text{Up Cap Percentage});$

**"Up Forward"** means  $\text{Up Final Settlement Value} - \text{Up Strike Percentage};$

**"Up Put"** means  $\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage});$

**"Up Put Spread"** means  $\text{Min} (\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage}); \text{Up Cap Percentage}).$

***Description of the Final Payout***

*The Final Payout comprises a minimum percentage and an indexation (subject to the relevant gearing) to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level and an indexation (subject to the relevant gearing) to the value (this value may differ from the value above) of the Underlying Reference(s) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

**(zz) Multiple Final Payout – Flexi Knock-In Performance Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Flexi Knock-In Performance Securities:

(A) if no Knock-in Event has occurred:

$\text{RV} \times (\text{Constant Percentage 1} + \text{Gearing Up} \times \text{Option Up});$  or

(B) if a Knock-in Event has occurred:

$\text{RV} \times (\text{Constant Percentage 2} + \text{Gearing Down} \times \text{Option Down})$

where:

**"Down Call"** means  $\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage});$

**"Down Call Spread"** means  $\text{Min} (\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

**"Down Forward"** means  $\text{Down Final Settlement Value} - \text{Down Strike Percentage};$

**"Down Put"** means  $\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage});$

**"Down Put Spread"** means  $\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

"**Option Down**" means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

"**Option Up**" means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

"**Up Call**" means  $\text{Max (Up Final Settlement Value - Up Strike Percentage; Up Floor Percentage)}$ ;

"**Up Call Spread**" means  $\text{Min (Max (Up Final Settlement Value - Up Strike Percentage; Up Floor Percentage); Up Cap Percentage)}$ ;

"**Up Forward**" means  $\text{Up Final Settlement Value - Up Strike Percentage}$ ;

"**Up Put**" means  $\text{Max (Up Strike Percentage - Up Final Settlement Value; Up Floor Percentage)}$ ;

"**Up Put Spread**" means  $\text{Min (Max (Up Strike Percentage - Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage)}$ .

***Description of the Final Payout***

*The Final Payout comprises:*

- *if no Knock-in Event has occurred, a fixed percentage and an indexation (subject to Gearing Up) to the value of the Underlying Reference(s) through the Option Up which may be subject to a maximum level; or*
- *if a Knock-in Event has occurred, a fixed percentage and an indexation (subject to Gearing Down) to the value of the Underlying Reference(s) (this value may differ from the value above) through the Option Down which may be subject to a maximum level (which may differ from the maximum level above).*

(aaa) **Multiple Final Payout – Flexi Knock-Out Performance Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Flexi Knock-Out Performance:

(A) if no Knock-out Event has occurred:

$\text{RV} \times (\text{Constant Percentage 1} + \text{Gearing Down} \times \text{Option Down})$ ; or

(B) if a Knock-out Event has occurred:

$\text{RV} \times (\text{Constant Percentage 2} + \text{Gearing Up} \times \text{Option Up})$ ,

where:

"**Down Call**" means  $\text{Max (Down Final Settlement Value - Down Strike Percentage; Down Floor Percentage)}$ ;

"**Down Call Spread**" means  $\text{Min (Max (Down Final Settlement Value - Down Strike Percentage; Down Floor Percentage); Down Cap Percentage)}$ ;

"**Down Forward**" means  $\text{Down Final Settlement Value - Down Strike Percentage}$ ;

"**Down Put**" means  $\text{Max (Down Strike Percentage - Down Final Settlement Value; Down Floor Percentage)}$ ;

**"Down Put Spread"** means  $\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage});$

**"Option Down"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means  $\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage});$

**"Up Call Spread"** means  $\text{Min} (\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage}); \text{Up Cap Percentage});$

**"Up Forward"** means  $\text{Up Final Settlement Value} - \text{Up Strike Percentage};$

**"Up Put"** means  $\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage});$  and

**"Up Put Spread"** means  $\text{Min} (\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage}); \text{Up Cap Percentage}).$

***Description of the Final Payout***

*The Final Payout comprises:*

- *if no Knock-out Event has occurred, a fixed percentage and an indexation (subject to Gearing Down) to the value of the Underlying Reference(s) through the Option Down which may be subject to a maximum level; or*
- *if a Knock-out Event has occurred, a fixed percentage and an indexation (subject to Gearing Up) to the value of the Underlying Reference(s) (this value may differ from the value above) through the Option Up which may be subject to a maximum level (which may differ from the maximum level above).*

**(bbb) Multiple Final Payout – Hyper-Flexi Knock-In Performance Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Hyper-Flexi Knock-In Performance Securities:

(A) if no Knock-in Event has occurred:

$\text{RV} \times (\text{Constant Percentage 1} + \text{Gearing Up 1} \times \text{Option Up 1} + \text{Gearing Down 1} \times \text{Option Down 1});$  or

(B) if a Knock-in Event has occurred:

$\text{RV} \times (\text{Constant Percentage 2} + \text{Gearing Up 2} \times \text{Option Up 2} + \text{Gearing Down 2} \times \text{Option Down 2})$

where:

**"Gearing Up 1"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Up 2"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Down 1"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Down 2"** means the percentage specified as such in the applicable Final Terms;

**"Down Call"** means Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage);

**"Down Call Spread"** means Min (Max (Down Final Settlement Value – Down Strike Percentage; Down Floor Percentage); Down Cap Percentage);

**"Down Forward"** means Down Final Settlement Value – Down Strike Percentage;

**"Down Put"** means Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage);

**"Down Put Spread"** means Min (Max (Down Strike Percentage – Down Final Settlement Value; Down Floor Percentage); Down Cap Percentage);

**"Option Down 1"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Down 2"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up 1"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Option Up 2"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage);

**"Up Call Spread"** means Min (Max (Up Final Settlement Value – Up Strike Percentage; Up Floor Percentage); Up Cap Percentage);

**"Up Forward"** means Up Final Settlement Value – Up Strike Percentage;

**"Up Put"** means Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage);

**"Up Put Spread"** means Min (Max (Up Strike Percentage – Up Final Settlement Value; Up Floor Percentage); Up Cap Percentage).

***Description of the Final Payout***

*The Final Payout comprises:*

- *if no Knock-in Event has occurred, a fixed percentage and an indexation (subject to the relevant gearing) to the value of the Underlying Reference(s) through (1) the Option Up 1 which may be subject to a maximum or a minimum level and (2) through the Option Down 1 which may be subject to a maximum or a minimum level; or*
- *if a Knock-in Event has occurred, a fixed percentage (which may differ from the fixed percentage above) and an indexation (subject to the relevant gearing) to the value of the Underlying Reference(s) (this value may differ from the value above) through (1) the Option Down 2 which may be subject to a maximum or a minimum level (which may differ from the maximum level above) and (2) the Option Up 2 which may be subject to a maximum or a minimum level.*

**(ccc) Multiple Final Payout – Hyper-Flexi Knock-Out Performance Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Hyper-Flexi Knock-out Performance Securities:

(A) if no Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 1} + \text{Gearing Up 1} \times \text{Option Up 1} + \text{Gearing Down 1} \times \text{Option Down 1})$ ; or

(B) if a Knock-out Event has occurred:

$RV \times (\text{Constant Percentage 2} + \text{Gearing Up 2} \times \text{Option Up 2} + \text{Gearing Down 2} \times \text{Option Down 2})$

where:

**"Gearing Up 1"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Up 2"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Down 1"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Down 2"** means the percentage specified as such in the applicable Final Terms;

**"Down Call"** means  $\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage})$ ;

**"Down Call Spread"** means  $\text{Min} (\text{Max} (\text{Down Final Settlement Value} - \text{Down Strike Percentage}; \text{Down Floor Percentage}); \text{Down Cap Percentage})$ ;

**"Down Forward"** means  $\text{Down Final Settlement Value} - \text{Down Strike Percentage}$ ;

**"Down Put"** means  $\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage})$ ;

**"Down Put Spread"** means  $\text{Min} (\text{Max} (\text{Down Strike Percentage} - \text{Down Final Settlement Value}; \text{Down Floor Percentage}); \text{Down Cap Percentage})$ ;

**"Option Down 1"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Down 2"** means Down Put, Down Put Spread, Down Forward, Down Call or Down Call Spread as specified in the applicable Final Terms;

**"Option Up 1"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Option Up 2"** means Up Call, Up Call Spread, Up Forward, Up Put or Up Put Spread as specified in the applicable Final Terms;

**"Up Call"** means  $\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage})$ ;

**"Up Call Spread"** means  $\text{Min} (\text{Max} (\text{Up Final Settlement Value} - \text{Up Strike Percentage}; \text{Up Floor Percentage}); \text{Up Cap Percentage})$ ;

**"Up Forward"** means  $\text{Up Final Settlement Value} - \text{Up Strike Percentage}$ ;

**"Up Put"** means  $\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage})$ ;

**"Up Put Spread"** means  $\text{Min} (\text{Max} (\text{Up Strike Percentage} - \text{Up Final Settlement Value}; \text{Up Floor Percentage}); \text{Up Cap Percentage})$ .

### **Description of the Final Payout**

The Final Payout comprises:

- if no Knock-out Event has occurred, a fixed percentage and an indexation (subject to the relevant gearing) to the value of the Underlying Reference(s) through (1) the Option Up 1 which may be subject to a maximum or a minimum level and (2) through the Option Down 1 which may be subject to a maximum or a minimum level; or
- if a Knock-out Event has occurred, a fixed percentage (which may differ from the fixed percentage above) and an indexation (subject to the relevant gearing) to the value of the Underlying Reference(s) (this value may differ from the value above) through (1) the Option Down 2 which may be subject to a maximum or a minimum level (which may differ from the maximum level above) and (2) the Option Up 2 which may be subject to a maximum or a minimum level.

### **(ddd) Multiple Final Payout – Hyper-Flexi Multi Knock-In Performance Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Hyper-Flexi Multi Knock-In Performance Securities:

(A) if no Knock-In Event has occurred:

- i. if Global Cap 1 and Global Floor 1 are specified as not applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 1} + [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})] \}$$

- ii. if Global Cap 1 is specified as applicable and Global Floor 1 is specified as not applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Cap 1}] \}$$

- iii. if Global Cap 1 is specified as not applicable and Global Floor 1 is specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 1} + \text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Floor 1}] \}$$

- iv. if Global Cap 1 and Global Floor 1 are specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)}); \text{Global Floor 1}]; \text{Global Cap 1}] \}$$

(B) if a Knock-In Event has occurred:

- i. if Global Cap 2 and Global Floor 2 are specified as not applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)})] \}$$

- ii. if Global Cap 2 is specified as applicable and Global Floor 2 is specified as not applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Cap 2}] \}$$

iii. if Global Cap 2 is specified as not applicable and Global Floor 2 is specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + \text{Max} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)})], \text{Global Floor 2} \}$$

iv. if Global Cap 2 and Global Floor 2 are specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Max} [\text{Sum } (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)})], \text{Global Floor 2}; \text{Global Cap 2} \}$$

where:

"**Fixed Percentage 1**" is as defined in the applicable Final Terms;

"**Fixed Percentage 2**" is as defined in the applicable Final Terms;

"**Global Cap 1**" is as defined in the applicable Final Terms;

"**Global Floor 1**" is as defined in the applicable Final Terms;

"**Global Cap 2**" is as defined in the applicable Final Terms;

"**Global Floor 2**" is as defined in the applicable Final Terms;

"**J**" is as defined in the applicable Final Terms;

"**N**" is as defined in the applicable Final Terms;

"**n**" is as defined in the applicable Final Terms;

"**Constant Percentage<sub>n</sub>**" means the percentage specified as such in the applicable Final Terms;

"**Gearing<sub>n</sub>**" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(n,1)</sub>**" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(n,2)</sub>**" is as defined in the applicable Final Terms;

"**Floor Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Loss Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Final Settlement Value<sub>(n)</sub>**" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms

"**Strike Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Spread Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Option<sub>n</sub>**" means Put<sub>(n)</sub>, Put Spread<sub>(n)</sub>, Call<sub>(n)</sub>, Call Spread<sub>(n)</sub>, EDS<sub>(n)</sub> or Forward<sub>(n)</sub> as specified in the applicable Final Terms;

"EDS<sub>(n)</sub>" means  $\text{Max}(\text{Floor Percentage}_{(n)}, \text{Min}(\text{Generic Percentage}_{(n,1)} - n\text{EDS}_{(n)} \times \text{Loss Percentage}_{(n)}, \text{Generic Percentage}_{(n,2)}))$ ;

"Forward<sub>(n)</sub>" means  $\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}$ ;

"nEDS<sub>(n)</sub>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage<sub>(n)</sub>;

"EDS Barrier Percentage<sub>(n)</sub>" is as defined in the applicable Final Terms;

"Call<sub>(n)</sub>" means  $\text{Max}(\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)})$ ;

"Call Spread<sub>(n)</sub>" means  $\text{Min}(\text{Max}(\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)})$ ;

"Put<sub>(n)</sub>" means  $\text{Max}(\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)})$ ;

"Put Spread<sub>(n)</sub>" means  $\text{Min}(\text{Max}(\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)})$ ;

"Constant Percentage<sub>j</sub>" is as defined in the applicable Final Terms;

"Gearing<sub>j</sub>" is as defined in the applicable Final Terms;

"Generic Percentage<sub>(j,1)</sub>" is as defined in the applicable Final Terms;

"Generic Percentage<sub>(j,2)</sub>" is as defined in the applicable Final Terms;

"Floor Percentage<sub>(j)</sub>" is as defined in the applicable Final Terms;

"Loss Percentage<sub>(j)</sub>" is as defined in the applicable Final Terms;

"Final Settlement Value<sub>(j)</sub>" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"Strike Percentage<sub>(j)</sub>" is as defined in the applicable Final Terms;

"Spread Percentage<sub>(j)</sub>" is as defined in the applicable Final Terms;

"Option<sub>j</sub>" means Put<sub>(j)</sub>, Put Spread<sub>(j)</sub>, Call<sub>(j)</sub>, Call Spread<sub>(j)</sub>, EDS<sub>(j)</sub> or Forward<sub>(j)</sub> as specified in the applicable Final Terms;

"EDS<sub>(j)</sub>" means  $\text{Max}(\text{Floor Percentage}_{(j)}, \text{Min}(\text{Generic Percentage}_{(j,1)} - n\text{EDS}_{(j)} \times \text{Loss Percentage}_{(j)}, \text{Generic Percentage}_{(j,2)}))$ ;

"Forward<sub>(j)</sub>" means  $\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}$ ;

"nEDS<sub>(j)</sub>" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage<sub>(j)</sub>;

"EDS Barrier Percentage<sub>(j)</sub>" is as defined in the applicable Final Terms;

"Call<sub>(j)</sub>" means  $\text{Max} (\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)})$ ;

"Call Spread<sub>(j)</sub>" means  $\text{Min} (\text{Max} (\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)})$ ;

"Put<sub>(j)</sub>" means  $\text{Max} (\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)})$ ; and

"Put Spread<sub>(j)</sub>" means  $\text{Min} (\text{Max} (\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)})$

### ***Description of the Final Payout***

*The Final Payout comprises:*

- *if a Knock-in Event has not occurred, a fixed percentage and, if Option is Call, Call Spread, Put, Put Spread, or Forward, a weighted sum of another fixed percentage and an indexation (subject to gearing) to the value of the Underlying Reference(s); or*
- *if a Knock-in Event has not occurred a fixed percentage and, if Option is EDS, a weighted sum of another percentage and a further percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to gearing. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *If a Knock-in Event has occurred, the Final Payout will have the same features described above and, possibly, different fixed percentages, constant percentages, gearing, Options and/or Underlying Reference(s).*
- *The Final Payout may be subject to a Global Cap and/or a Global Floor.*
- *Physical Delivery may also apply.*

### **(eee) Multiple Final Payout – Hyper-Flexi Multi Knock-out Performance Securities**

If the Securities are specified in the applicable Final Terms as Multiple Final Payout – Hyper-Flexi Multi Knock-Out Performance Securities:

(A) if no Knock-Out Event has occurred:

- i. if Global Cap 1 and Global Floor 1 are specified as not applicable in the applicable Final Terms:

$$\text{RV} \times \{ \text{Fixed Percentage 1} + [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})] \}$$

- ii. if Global Cap 1 is specified as applicable and Global Floor 1 is specified as not applicable in the applicable Final Terms:

$$\text{RV} \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})]; \text{Global Cap 1}] \}$$

- iii. if Global Cap 1 is specified as not applicable and Global Floor 1 is specified as applicable in the applicable Final Terms:

$$\text{RV} \times \{ \text{Fixed Percentage 1} + \text{Max} [\text{Sum } (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})]; \text{Global Floor 1}] \}$$

iv. if Global Cap 1 and Global Floor 1 are specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 1} + \text{Min} [\text{Max} [\text{Sum} (n = 1, 2, \dots, N) W_{(n)} \times (\text{Constant Percentage}_{(n)} + \text{Gearing}_{(n)} \times \text{Option}_{(n)})]; \text{Global Floor 1}]; \text{Global Cap 1}] \}$$

(B) if a Knock-Out Event has occurred:

i. if Global Cap 2 and Global Floor 2 are specified as not applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + [\text{Sum} (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)})] \}$$

ii. if Global Cap 2 is specified as applicable and Global Floor 2 is specified as not applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Sum} (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Cap 2}] \}$$

iii. if Global Cap 2 is specified as not applicable and Global Floor 2 is specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + \text{Max} [\text{Sum} (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Floor 2}] \}$$

iv. if Global Cap 2 and Global Floor 2 are specified as applicable in the applicable Final Terms:

$$RV \times \{ \text{Fixed Percentage 2} + \text{Min} [\text{Max} [\text{Sum} (j = 1, 2, \dots, J) W_{(j)} \times (\text{Constant Percentage}_{(j)} + \text{Gearing}_{(j)} \times \text{Option}_{(j)}), \text{Global Floor 2}]; \text{Global Cap 2}] \}$$

where:

"Fixed Percentage 1" is as defined in the applicable Final Terms;

"Fixed Percentage 2" is as defined in the applicable Final Terms;

"Global Cap 1" is as defined in the applicable Final Terms;

"Global Floor 1" is as defined in the applicable Final Terms;

"Global Cap 2" is as defined in the applicable Final Terms;

"Global Floor 2" is as defined in the applicable Final Terms;

"N" is as defined in the applicable Final Terms;

"n" is as defined in the applicable Final Terms;

"J" is as defined in the applicable Final Terms;

"Constant Percentage<sub>n</sub>" means the percentage specified as such in the applicable Final Terms;

"Gearing<sub>n</sub>" is as defined in the applicable Final Terms;

"Generic Percentage<sub>(n,1)</sub>" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(n,2)</sub>**" is as defined in the applicable Final Terms;

"**Floor Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Loss Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Final Settlement Value<sub>(n)</sub>**" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms

"**Strike Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Spread Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Option<sub>n</sub>**" means Put<sub>(n)</sub>, Put Spread<sub>(n)</sub>, Call<sub>(n)</sub>, Call Spread<sub>(n)</sub>, EDS<sub>(n)</sub> or Forward<sub>(n)</sub> as specified in the applicable Final Terms;

"**EDS<sub>(n)</sub>**" means  $\text{Max}(\text{Floor Percentage}_{(n)}, \text{Min}(\text{Generic Percentage}_{(n,1)} - n\text{EDS}_{(n)} \times \text{Loss Percentage}_{(n)}, \text{Generic Percentage}_{(n,2)}))$ ;

"**Forward<sub>(n)</sub>**" means  $\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}$ ;

"**nEDS<sub>(n)</sub>**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage<sub>(n)</sub>;

"**EDS Barrier Percentage<sub>(n)</sub>**" is as defined in the applicable Final Terms;

"**Call<sub>(n)</sub>**" means  $\text{Max}(\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)})$ ;

"**Call Spread<sub>(n)</sub>**" means  $\text{Min}(\text{Max}(\text{Final Settlement Value}_{(n)} - \text{Strike Percentage}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)})$ ;

"**Put<sub>(n)</sub>**" means  $\text{Max}(\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)})$ ;

"**Put Spread<sub>(n)</sub>**" means  $\text{Min}(\text{Max}(\text{Strike Percentage}_{(n)} - \text{Final Settlement Value}_{(n)}; \text{Generic Percentage}_{(n,1)}); \text{Spread Percentage}_{(n)})$ ;

"**Constant Percentage<sub>j</sub>**" is as defined in the applicable Final Terms;

"**Gearing<sub>j</sub>**" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(j,1)</sub>**" is as defined in the applicable Final Terms;

"**Generic Percentage<sub>(j,2)</sub>**" is as defined in the applicable Final Terms;

"**Floor Percentage<sub>(j)</sub>**" is as defined in the applicable Final Terms;

"**Loss Percentage<sub>(j)</sub>**" is as defined in the applicable Final Terms;

"**Final Settlement Value<sub>(j)</sub>**" means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for*

*MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"**Strike Percentage<sub>(j)</sub>**" is as defined in the applicable Final Terms;

"**Spread Percentage<sub>(j)</sub>**" is as defined in the applicable Final Terms;

"**Option<sub>j</sub>**" means Put<sub>(j)</sub>, Put Spread<sub>(j)</sub>, Call<sub>(j)</sub>, Call Spread<sub>(j)</sub>, EDS<sub>(j)</sub> or Forward<sub>(j)</sub> as specified in the applicable Final Terms;

"**EDS<sub>(j)</sub>**" means  $\text{Max}(\text{Floor Percentage}_{(j)}, \text{Min}(\text{Generic Percentage}_{(j,1)} - n\text{EDS}_{(j)} \times \text{Loss Percentage}_{(j)}, \text{Generic Percentage}_{(j,2)}))$ ;

"**Forward<sub>(j)</sub>**" means  $\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}$ ;

"**nEDS<sub>(j)</sub>**" means the number of Underlying Reference(s) in the Basket in respect of which the Final Settlement Value is (i) less than or equal to or (ii) less than or (iii) greater than or equal to or (iv) greater than, as specified in the applicable Final Terms, EDS Barrier Percentage<sub>(j)</sub>;

"**EDS Barrier Percentage<sub>(j)</sub>**" is as defined in the applicable Final Terms;

"**Call<sub>(j)</sub>**" means  $\text{Max}(\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)})$ ;

"**Call Spread<sub>(j)</sub>**" means  $\text{Min}(\text{Max}(\text{Final Settlement Value}_{(j)} - \text{Strike Percentage}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)})$ ;

"**Put<sub>(j)</sub>**" means  $\text{Max}(\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)})$ ; and

"**Put Spread<sub>(j)</sub>**" means  $\text{Min}(\text{Max}(\text{Strike Percentage}_{(j)} - \text{Final Settlement Value}_{(j)}; \text{Generic Percentage}_{(j,1)}); \text{Spread Percentage}_{(j)})$

#### **Description of the Final Payout**

*The Final Payout comprises:*

- *if a Knock-out Event has not occurred, a fixed percentage and, if Option is Call, Call Spread, Put, Put Spread, or Forward, a weighted sum of another fixed percentage and an indexation (subject to gearing) to the value of the Underlying Reference(s); or*
- *if a Knock-out Event has not occurred a fixed percentage and, if Option is EDS, a weighted sum of another percentage and a further percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage, subject to gearing. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *If a Knock-out Event has occurred, the Final Payout will have the same features described above and, possibly, different fixed percentages, constant percentages, gearing, Options and/or Underlying Reference(s).*
- *The Final Payout may be subject to a Global Cap and/or a Global Floor.*
- *Physical Delivery may also apply.*

(fff) **Multiple Final Payout – Capped and Floored Ratchet Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Capped and Floored Ratchet Securities:

- (i) if Local Cap is specified as not applicable in the applicable Final Terms:

$$RV \times (\text{Max} (\text{Sum} (q = 1, 2, \dots, Q) \text{Max} ((\text{Constant Percentage 1} + \text{Final Settlement Value}_{(q)} - \text{Strike Percentage}), \text{Local Floor Percentage}), \text{Global Floor Percentage}));$$

Or

$$RV \times (\text{Max} (\text{Sum} (i = 1, 2, \dots, I) \text{Sum} (q = 1, 2, \dots, Q) \text{Max} ((\text{Constant Percentage 1} + \text{Final Settlement Value}_{(i,q)} - \text{Strike Percentage}_{(i,q)}), \text{Local Floor Percentage}_{(i,q)}), \text{Global Floor Percentage}));$$

- (ii) if Local Cap is specified as applicable in the applicable Final Terms:

$$RV \times (\text{Max} (\text{Sum} (q = 1, 2, \dots, Q) \text{Max} (\text{Min} (\text{Constant Percentage 1} + \text{Final Settlement Value}_{(q)} - \text{Strike Percentage}), \text{Local Cap Percentage}), \text{Local Floor Percentage}), \text{Global Floor Percentage}));$$

Or

$$RV \times (\text{Max} (\text{Sum} (q = 1, 2, \dots, Q) \text{Max} (\text{Min} (\text{Constant Percentage 1} + \text{Final Settlement Value}_{(i,q)} - \text{Strike Percentage}_{(i,q)}), \text{Local Cap Percentage}_{(i,q)}), \text{Local Floor Percentage}), \text{Global Floor Percentage}));$$

Where

"I" is as defined in the relevant Final Terms;

"Q" is as defined in the relevant Final Terms.

***Description of the Final Payout***

*The Final Payout provides a fixed percentage and an amount equal to the sum of the Final Settlement Values above the Strike Percentage with a Local Floor Percentage and possibly a Local Cap Percentage, subject to a floor of the Global Floor Percentage. The Final Settlement Values are calculated on each MFP Valuation Date during the MFP Valuation Period and each may be subject to a cap and/or a floor.*

(ggg) **Multiple Final Payout – Weighted Mixed Payouts Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Weighted Mixed Payouts Securities:

$$RV \times (\text{Constant Mixed Percentage} + \text{Sum} (a = 1, 2, \dots, A) \text{PW}_{(a)} \text{Prod} (b = 1, 2, \dots, B) \text{Additional Final Payout}_{(a,b)})$$

where:

"Constant Mixed Percentage" is as defined in the relevant Final Terms;

"PW" is the relevant Additional Final Payout Weighting;

"A" is the number specified as such in the applicable Final Terms;

"a" is as defined in the applicable Final Terms;

"B" is the number specified as such in the applicable Final Terms.

"b" is as defined in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises a constant percentage and a weighted sum of two or more Final Payouts provided in the Conditions and specified in the applicable Final Terms.*

**(hhh) Multiple Final Payout – Knock-In Mixed Payouts Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Knock-In Mixed Payouts Securities:

(A) if no Knock-in Event has occurred:

$RV \times (\text{Mixed Constant 1} + \text{Mixed Gearing 1} \times \text{Additional Final Payout 1});$  or

(B) if a Knock-in Event has occurred:

$RV \times (\text{Mixed Constant 2} + \text{Mixed Gearing 2} \times \text{Additional Final Payout 2});$

where:

"Mixed Constant 1" is as defined in the relevant Final Terms;

"Mixed Constant 2" is as defined in the relevant Final Terms;

"Mixed Gearing 1" is as defined in the relevant Final Terms;

"Mixed Gearing 2" is as defined in the relevant Final Terms.

***Description of the Final Payout***

*The Final Payout comprises*

- *if no Knock-in Event occurs, a fixed percentage and geared indexation to the value of the Underlying Reference(s) through a Final Payout provided in the Conditions and specified in the applicable Final Terms*
- *if a Knock-in Event has occurred, a fixed percentage and geared indexation to the value of the Underlying Reference(s) through a possibly different Final Payout provided in the Conditions and specified in the applicable Final Terms*

**(iii) Multiple Final Payout – Knock-out Mixed Payouts Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Knock-out Mixed Payouts Securities:

(A) if no Knock-out Event has occurred:

$RV \times (\text{Mixed Constant 1} + \text{Mixed Gearing 1} \times \text{Additional Final Payout 1});$  or

(B) if a Knock-out Event has occurred:

$RV \times (\text{Mixed Constant 2} + \text{Mixed Gearing 2} \times \text{Additional Final Payout 2});$

where:

"Mixed Constant 1" is as defined in the relevant Final Terms;

"Mixed Constant 2" is as defined in the relevant Final Terms;

"Mixed Gearing 1" is as defined in the relevant Final Terms;

"Mixed Gearing 2" is as defined in the relevant Final Terms.

**Description of the Final Payout**

The Final Payout comprises:

- if no Knock-out Event occurs, a fixed percentage and geared indexation to the value of the Underlying Reference(s) through a Final Payout provided in the Conditions and specified in the applicable Final Terms
- if a Knock-out Event has occurred, a fixed percentage and geared indexation to the value of the Underlying Reference(s) through a possibly different Final Payout provided in the Conditions and specified in the applicable Final Terms

(jjj) **Multiple Final Payout – Max Mixed Payouts Securities**

If the Securities are specified in the applicable Final Terms as being Multiple Final Payout – Max Mixed Payouts Securities:

$$RV \times (\text{Constant Mixed Percentage} + \text{Max } (a = 1, 2, \dots, A) \text{ Additional Final Payout}_{(a)})$$

where:

"a" is as defined in the applicable Final Terms;

"A" is the number specified as such in the applicable Final Terms;

"Constant Mixed Percentage" is as defined in the relevant Final Terms.

**Description of the Final Payout**

The Final Payout comprises a maximum of two or more Final Payouts provided in the Conditions and specified in the applicable Final Terms.

(kkk) **Multiple Final Payout – Leveraged Securities**

If the Securities are Fund Securities and are specified in the applicable Final Terms as being Leveraged Warrants:

$$RV \times (\text{Reference Level} - \text{Fixed Percentage})$$

where:

"Reference Level" means:

$$\text{Reference Level}_0 \times (1 + \text{Participation Factor} \times (\text{Fund Level}_t - \text{Fund Level}_0) / \text{Fund Level}_0 - (\text{Participation Factor} - 1) \times \text{Fees}_t)$$

"Reference Level<sub>0</sub>" means the number (expressed as a percentage) specified in the Final Terms;

"Fund Level<sub>0</sub>" means the Settlement Price of the relevant Underlying Reference(s) as of the Fixing Date;

"Fund Level<sub>t</sub>" means the Settlement Price of the relevant Underlying Reference(s) as of the MFP Settlement Valuation Date;

"Fixing Date" means the Calculation Date immediately preceding the First Calculation Date;

"**Calculation Date**" means each day which is a Fund Business Day;

"**Day Count Fraction**" is as defined in the applicable Final Terms;

"**First Calculation Date**" means the date specified as such in the applicable Final Terms;

"**Fees**" means the cumulative leverage fee, expressed as a percentage and calculated by the Calculation Agent as the aggregate sum of the Fees Accrued during each Fees Accrual Period;

"**Fees Accrued**" means, in respect of a Fee Accrual Period, the fees accrued during such period, expressed as a percentage and calculated by the Calculation Agent as follows:

$$(\text{Fee ISDA Rate} + \text{Fee Margin}) \times \text{Day Count Fraction}$$

"**Fee ISDA Rate**" means the floating rate determined according to the Underlying Interest Rate Security Condition 2 (*ISDA Determination*) (which shall be applicable with respect to this definition only) as indicated in the applicable Final Terms;

"**Fee Margin**" is as defined in the applicable Final Terms;

"**Fee Accrual Period(s)**" means the periods commencing on (and including) the Fee Accrual Commencing Date up to (but excluding) the first Fee Accrual Date and each subsequent period commencing on (and including) a Fee Accrual Date up to (but excluding) the next following Fee Accrual Date;

"**Fee Accrual Commencing Date**" is as defined in the applicable Final Terms;

"**Fee Accrual Date(s)**" is as defined in the relevant Final Terms;

"**Fixed Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Participation Factor**" is as defined in the applicable Final Terms.

#### ***Description of the Final Payout***

*The Final Payout comprises a leveraged indexation to the performance of the Underlying Reference(s) above the Fixed Percentage and net of any fees accrued, as calculated on each Fee Accrual Date(s) during the Fee Accrual Period(s).*

### **(III) Single FI FX Vanilla Securities**

If the Securities are specified in the applicable Final Terms as being Single FI FX Vanilla Securities:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred:  
 $RV \times \text{FI Constant Percentage 1}$ ; or
  - (B) if a Knock-in Event has occurred:  
 $RV \times (\text{FI Constant Percentage 1} + (\text{Gearing} \times \text{Option}))$ ;
- (ii) if Knock-in Event is specified as not applicable in the applicable Final Terms:  
 $RV \times (\text{FI Constant Percentage 1} + (\text{Gearing} \times \text{Option}))$ ;
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:

(A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:

$$RV \times (\text{FI Constant Percentage 1} + (\text{Gearing} \times \text{Option}));$$

(B) in all other cases:

$$RV \times (\text{FI Constant Percentage 1})$$

where:

"Option" means Max (Performance Value, Floor).

#### **Description of the Final Payout**

*The Final Payout comprises:*

- *if Knock-in Event is specified as applicable in the applicable Final Terms:*
  - *if no Knock-in event has occurred, a fixed percentage; or*
  - *if a Knock-in event has occurred, a fixed percentage plus an indexation (subject to Gearing) to the Underlying Reference(s), subject to a floor;*
- *if Knock-in Event is specified as not applicable in the applicable Final Terms, a fixed percentage plus an indexation (subject to Gearing) to the Underlying Reference(s), subject to a floor*
- *if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:*
  - *if a Knock-in event has occurred but no Knock-out Event has occurred, a fixed percentage plus an indexation (subject to Gearing) to the Underlying Reference(s), subject to a floor; or*
  - *if a Knock-out Event has occurred, a fixed percentage.*

#### **(mmm) Single FI Digital Floor Securities**

If the Securities are specified in the applicable Final Terms as being Single FI Digital Floor Securities:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred:  
 $RV \times \text{FI Constant Percentage 1};$
  - (B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 1});$  or
  - (C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Floor Percentage 2})$
- (ii) if Knock-in Event is specified as not applicable in the applicable Final Terms:

- (A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Floor Percentage } 1)$
- (B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Floor Percentage } 2)$
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
- (A) if no Knock-in Event has occurred:  
 $RV \times FI \text{ Constant Percentage } 1$ ; or
- (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Floor Percentage } 1)$ ; or
- (C) in all other cases:  
 $RV \times (FI \text{ Constant Percentage } 1 + \text{ Digital Floor Percentage } 2)$

***Description of the Final Payout***

*The Final Payout comprises:*

- *if Knock-in Event is specified as applicable in the applicable Final Terms:*
  - *if no Knock-in event has occurred, a fixed percentage;*
  - *if a Knock-in event has occurred and the FI Digital Floor Condition is satisfied, a fixed percentage plus the Digital Floor Percentage 1; or*
- *if a Knock-in event has occurred and the FI Digital Floor Condition is not satisfied, a fixed percentage plus the Digital Floor Percentage 2;*
- *if Knock-in Event is specified as not applicable in the applicable Final Terms:*
  - *if the FI Digital Floor Condition is satisfied, a fixed percentage plus the Digital Floor Percentage 1; or*
  - *if the FI Digital Floor Condition is not satisfied, a fixed percentage plus the Digital Floor Percentage 2;*
- *if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:*
  - *if no Knock-in event has occurred, a fixed percentage;*
  - *if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied, a fixed percentage plus the Digital Floor Percentage 1; or*
  - *otherwise, a fixed percentage plus the Digital Floor Percentage 2.*

(nnn) **Single FI Digital Cap Securities**

If the Securities are specified in the applicable Final Terms as being Single FI Digital Cap Securities:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred:  
 $RV \times \text{FI Constant Percentage 1}$ ;
  - (B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Cap Percentage 1})$ ; or
  - (C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Cap Percentage 2})$ ; or
- (ii) if Knock-in Event is specified as not applicable in the applicable Final Terms:
  - (A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Cap Percentage 1})$ ; or
  - (B) if Knock if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Cap Percentage 2})$ ; or
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred:  
 $RV \times \text{FI Constant Percentage 1}$ ; or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Settlement Valuation Date:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Cap Percentage 1})$ ; or
  - (C) in all other cases:  
 $RV \times (\text{FI Constant Percentage 1} + \text{Digital Cap Percentage 2})$ .

***Description of the Final Payout***

*The Final Payout comprises:*

- *if Knock-in Event is specified as applicable in the applicable Final Terms:*
  - *if no Knock-in event has occurred, a fixed percentage;*
  - *if a Knock-in event has occurred and the FI Digital Cap Condition is satisfied, a fixed percentage plus the Digital Cap Percentage 1; or*

- *if a Knock-in event has occurred and the FI Digital Cap Condition is not satisfied, a fixed percentage plus the Digital Cap Percentage 2;*
- *if Knock-in Event is specified as not applicable in the applicable Final Terms:*
  - *if the FI Digital Cap Condition is satisfied, a fixed percentage plus the Digital Cap Percentage 1; or*
  - *if the FI Digital Cap Condition is not satisfied, a fixed percentage plus the Digital Cap Percentage 2;*
- *if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:*
  - *if no Knock-in event has occurred, a fixed percentage;*
  - *if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is satisfied, a fixed percentage plus the Digital Cap Percentage 1; or*
  - *otherwise, a fixed percentage plus the Digital Cap Percentage 2.*

**(000) Single FI Digital Plus Securities**

If the Securities are specified in the applicable Final Terms as being Single FI Digital Plus Securities:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if, irrespective of whether a Knock-in Event has or has not occurred, the FI Digital Plus Condition is satisfied in respect of the relevant FI Settlement Valuation Date:
 
$$RV \times (FI \text{ Constant Percentage } 1 + \text{Max} (\text{Digital Plus Percentage } 1, (\text{Gearing } A \times FI \text{ Digital Value}))); \text{ or}$$
  - (B) if no Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:
 
$$RV \times FI \text{ Constant Percentage } 1; \text{ or}$$
  - (C) if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:
 
$$RV \times (FI \text{ Constant Percentage } 1 + \text{Min} (\text{Digital Plus Percentage } 2, \text{Max} ((\text{Gearing } B \times FI \text{ Digital Value}), FI \text{ Digital Floor Percentage})));$$
- (ii) if Knock-in Event is specified as not applicable in the applicable Final Terms:
  - (A) if the FI Digital Plus Condition is satisfied in respect of the relevant FI Settlement Valuation Date:
 
$$RV \times (FI \text{ Constant Percentage } 1 + \text{Max} (\text{Digital Plus Percentage } 1, (\text{Gearing } A \times FI \text{ Digital Value}))); \text{ or}$$
  - (B) if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:
 
$$RV \times (FI \text{ Constant Percentage } 1 + \text{Min} (\text{Digital Plus Percentage } 2, \text{Max} ((\text{Gearing } B \times FI \text{ Digital Value}), FI \text{ Digital Floor Percentage})));$$

- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
- (A) irrespective of whether a Knock-in Event and/or Knock-out Event has occurred, if the FI Digital Plus Condition is satisfied in respect of the relevant FI Settlement Valuation Date:
- $RV \times (FI \text{ Constant Percentage } 1 + \text{Max} (\text{Digital Plus Percentage } 1, (\text{Gearing A} \times FI \text{ Digital Value})))$ ; or
- (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Settlement Valuation Date:
- $RV \times (FI \text{ Constant Percentage } 1 + \text{Max} (\text{Digital Plus Percentage } 2, \text{Max} ((\text{Gearing B} \times FI \text{ Digital Value}), FI \text{ Digital Floor Percentage})))$ ; or
- (C) in all other cases:
- $RV \times FI \text{ Constant Percentage } 1.$

***Description of the Final Payout***

*The Final Payout comprises:*

- *if Knock-in Event is specified as applicable in the applicable Final Terms:*
  - *if the FI Digital Plus Condition is satisfied (irrespective of whether a Knock-in Event has or has not occurred), a fixed percentage plus an indexation (subject to Gearing A) to the Underlying Reference, subject to a floor of the Digital Plus Percentage 1;*
  - *if no Knock-in event has occurred and the FI Digital Plus Condition is not satisfied, a fixed percentage plus the FI Constant Percentage 1; or*
  - *if a Knock-in event has occurred and the FI Digital Cap Condition is not satisfied, a fixed percentage plus the minimum between the Digital Plus Percentage 2 and the indexation (subject to Gearing B) to the Underlying Reference, subject to a floor of the FI Digital Floor Percentage;*
- *if Knock-in Event is specified as not applicable in the applicable Final Terms:*
  - *if the FI Digital Plus Condition is satisfied, a fixed percentage plus an indexation (subject to Gearing A) to the Underlying Reference, subject to a floor of the Digital Plus Percentage 1; or*
  - *if the FI Digital Plus Condition is not satisfied, a fixed percentage plus the minimum between the Digital Plus Percentage 2 and the indexation (subject to Gearing B) to the Underlying Reference, subject to a floor of the FI Digital Floor Percentage;*
- *if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:*
  - *if the FI Digital Plus Condition is satisfied (irrespective of whether a Knock-in Event has or has not occurred), a fixed percentage plus an indexation (subject to Gearing A) to the Underlying Reference, subject to a floor of the Digital Plus Percentage 1;*
  - *if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is not satisfied, a fixed percentage plus the*

*maximum between the Digital Plus Percentage 2 and the indexation (subject to Gearing B) to the Underlying Reference, subject to a floor of the FI Digital Floor Percentage; or*

- *otherwise, a fixed percentage plus the FI Constant Percentage 1.*

**(ppp) Continuous FX Wedding Cake Securities**

If the Securities are specified in the applicable Final Terms as being Continuous FX Wedding Cake Securities:

(A) If, at all times on each Observation Date during the Observation Period the Underlying Reference Level remains within Range 1:

$$RV \times FXR\_1$$

(B) If Range 2 is specified as applicable in the relevant Final Terms and, at all times on each Observation Date during the Observation Period, the Underlying Reference Level has, at least once, moved outside Range 1 but has remained within Range 2:

$$RV \times FXR\_2$$

(C) If Range n<sup>th</sup> is specified as applicable in the relevant Final Terms and, at all times on each Observation Date during the Observation Period, the Underlying Reference Level has, at least once, moved outside Range 1, Range 2 and any other wider range (other than Range n<sup>th</sup>) specified as applicable in the relevant Final Terms, but has remained within Range n<sup>th</sup>:

$$RV \times FXR\_n$$

(D) If none of the previous conditions has been met:

$$RV$$

where:

"**Range 1**" is as defined in the applicable Final Terms;

"**Range 2**" is as defined in the applicable Final Terms;

"**Range n<sup>th</sup>**" is as defined in the applicable Final Terms;

"**FXR\_1**" means the percentage or the value specified in the applicable Final Terms;

"**FXR\_2**" means the percentage or the value specified in the applicable Final Terms;

"**FXR\_n**" means the percentage or the value specified in the applicable Final Terms.

***Description of the Final Payout***

*The Final Payout comprises fixed percentages which vary in accordance with the fluctuation of the Underlying Reference Level. In particular, on each Observation Date during the Observation Period, the Underlying Reference Level may remain in or move outside of certain ranges (Range 1, Range 2 and any other wider range (Range n<sup>th</sup>)), thus determining the applicable fixed percentage (respectively, FXR\_1, FXR\_2, FXR\_n). If the Underlying Reference Level has at least once moved outside all the applicable ranges (therefore not satisfying any applicable condition) the Final Payout will be equal to the Reference Value.*

(qqq) **Single FI Inflation Securities**

If the Securities are specified in the applicable Final Terms as being Single FI Inflation Securities:

$RV \times \text{Max} [\text{Constant Percentage 1}; \text{Gearing} \times \text{Inflation Rate}]$

Or

$RV \times \text{Min} [\text{Constant Percentage 1}; \text{Max} [\text{Constant Percentage 2}; \text{Gearing} \times \text{Inflation Rate}]$

***Description of the Final Payout***

*The Final Payout comprises the greater of the 100% and the Cumulative Inflation Rate.*

1.2 **This section is intentionally left blank.**

## 2. AUTOMATIC EARLY EXPIRATION PAYOUTS

### 2.1 Automatic Early Expiration Payouts Formulas

If Automatic Early Expiration is specified as applicable in the applicable Final Terms and an Automatic Early Expiration Event occurs, the following Automatic Early Expiration payouts (each an "**Automatic Early Expiration Payout**") shall apply to the Securities if specified in the applicable Final Terms:

(a) **This section is intentionally left blank.**

(b) **Automatic Early Expiration Payout Capitalised Call and Put Securities 2.**

If Automatic Early Expiration Payout Capitalised Call and Put Securities 2 is specified as applicable in the applicable Final Terms, 0 (zero).

(c) **SFP Automatic Early Expiration Payout**

If SFP Automatic Early Expiration Payout is specified as applicable in the applicable Final Terms:

$$RV \times [\text{Constant AES Percentage} + \text{Premium Percentage} \times i].$$

Where "**Constant AES Percentage**" has the meaning given the applicable Final Terms

(d) **MFP Automatic Early Expiration Payout**

If MFP Automatic Early Expiration Payout is specified in the applicable Final Terms, the Automatic Early Expiration Payout shall be:

$$RV \times (\text{AES Expiration Percentage} + \text{AES Exit Rate})$$

Or

$$RV \times \{[\text{Max} (\text{AES Expiration Percentage 1} + \text{Gearing} \times \text{Max} (\text{AES Expiration Percentage 2} - \text{MFP AES Value; Floor Percentage 1})); \text{Floor Percentage 2}] + \text{Premium Percentage} \times \text{DCF}\}$$

"**DCF**" is (i) the number of calendar days between the MFP Valuation Date indicated in the applicable Final Terms (included) and the Automatic Early Expiration Valuation Date on which the Automatic Early Expiration Event occurs (excluded), multiplied by the Day Count Fraction or (ii) as defined in the applicable Final Terms.

**provided that** if specified in the applicable Final Terms the MFP Automatic Early Expiration Payout will be subject to a cap of the Maximum MFP Automatic Early Expiration Payout and/or a floor of the Minimum MFP Automatic Early Expiration Payout, in each case specified in the applicable Final Terms.

Where:

"**AES up Rate**" means:

(a) if Cap is specified as applicable in the applicable Final Terms:

$$\text{Min} (\text{Max} (\text{ES Floor Percentage}_{(i)}, \text{ES Gearing}_{(i)} \times (\text{ES Value}_{(i)} - \text{ES Strike Percentage}_{(i)} + \text{ES Spread}_{(i)}), \text{ES Cap Percentage}_{(i)}) + \text{ES Constant Percentage}_{(i)})$$

or

$$\text{Min} (\text{ES Gearing}_{(i)} \times (\text{ES Value}_{(i)} - \text{ES Strike Percentage}_{(i)}) + \text{ES Spread}_{(i)}, \text{ES Cap Percentage}_{(i)} + \text{ES Constant Percentage}_{(i)})$$

(b) if Cap is specified as not applicable in the applicable Final Terms:

$\text{Max (ES Floor Percentage}_{(i)} \text{, ES Gearing}_{(i)} \times (\text{ES Value}_{(i)} - \text{ES Strike Percentage}_{(i)}) + \text{ES Spread}_{(i)}) + \text{ES Constant Percentage}_{(i)}$ ,

or

$\text{ES Gearing}_{(i)} \times (\text{ES Value}_{(i)} - \text{ES Strike Percentage}_{(i)}) + \text{ES Spread}_{(i)} + \text{ES Constant Percentage}_{(i)}$

"**AES Exit Rate**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, any of AES Rate or AES up Rate as specified in the applicable Final Terms;

"**AES Rate(s)**" is as defined in Security Condition 19.9(c);

"**AES Settlement Percentage**" means the percentage specified as such in the applicable Final Terms;

"**AES Settlement Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**AES Settlement Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**AES Reference Rate**" means the floating rate specified as such in the applicable Final Terms;

"**ES Cap Percentage**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ES Constant Percentage**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ES Floor Percentage**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ES Gearing**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ES Spread**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ES Strike Percentage**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the percentage specified as such in the applicable Final Terms;

"**ES Value**" means, in respect of a MFP ES Valuation Date or MFP ES Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms

"**MFP ES Valuation Date**" means each Averaging Date, Valuation Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**MFP ES Valuation Period**" means each period specified as such in the applicable Final Terms.

(e) **Leveraged Warrants Automatic Early Expiration Payout**

If Leveraged Warrants Automatic Early Expiration Payout is specified in the applicable Final Terms, the Automatic Early Expiration Payout in relation to each relevant Warrant shall be:

$$\frac{\text{Net Proceeds}}{\text{Number of Warrants issued}}$$

If the Automatic Early Expiration Amount is not an amount in the Settlement Currency if specified in the applicable Final Terms, it will be converted into the Settlement Currency at the Exchange Rate specified in the applicable Final Terms

Unless "Rounding" is specified in the relevant Final Terms as not applicable, the Leveraged Warrants Automatic Early Expiration Payout shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

**provided that** if specified in the applicable Final Terms the Leveraged Warrants Automatic Early Expiration Payout will be subject to a cap of the Maximum Leveraged Warrants Automatic Early Expiration Payout and/or a floor of the Minimum Leveraged Warrants Automatic Early Expiration Payout, in each case specified in the applicable Final Terms.

Where:

"**Net Proceeds**" means the proceeds which the Issuer has actually received from the sale of all the shares or quotas held by it in the Underlying Reference, net of any costs, expenses or taxes incurred by the Issuer in connection with such sale.

- (f) **This section is intentionally left blank.**
- (g) **FI Underlying Automatic Early Expiration Payout**

If FI Underlying Automatic Early Expiration Payout is specified as applicable in the applicable Final Terms,

RV

3. **This section is intentionally left blank.**

4. **This section is intentionally left blank.**

5. **This section is intentionally left blank.**

6. **MFP ENTITLEMENT AMOUNTS**

6.1 **Entitlement Amount Formulas**

The following Entitlement Amounts (each an "**Entitlement Amount**") will apply to the Securities if specified in the applicable Final Terms, subject as provided in Formulas Condition 6.1(d) below:

(a) **Delivery of Worst-Performing Underlying**

If Delivery of Worst-Performing Underlying is specified as applicable in the applicable Final Terms:

$$RV \times \text{Settlement Payout} / (\text{Worst Performing Underlying Reference Closing Price Value}_{(i)} \times FX_{(i)})$$

where:

"**Worst Performing Underlying Reference Closing Price Value<sub>(i)</sub>**" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant MFP Valuation Date in respect of the Underlying Reference with the Worst Value on such date; and

"**FX<sub>(i)</sub>**" is the relevant Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(b) **Delivery of Best-Performing Underlying**

If Delivery of Best-Performing Underlying is specified as applicable in the applicable Final Terms:

$$RV \times \text{Settlement Payout} / (\text{Best Performing Underlying Reference Closing Price Value}_{(i)} \times FX_{(i)})$$

where:

"**Best-Performing Underlying Reference Closing Price Value<sub>(i)</sub>**" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant MFP Valuation Date in respect of the Underlying Reference with the Best Value on such date; and

"**FX<sub>(i)</sub>**" is the relevant Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(c) **Delivery of the Underlying**

If Delivery of the Underlying is specified as applicable in the applicable Final Terms:

$$RV \times \text{Settlement Payout} / (\text{Underlying Reference Closing Price Value} \times FX_{(i)})$$

where:

"**Underlying Reference Closing Price Value**" is the Underlying Reference Closing Price Value on the relevant MFP Valuation Date; and

"**FX<sub>(i)</sub>**" is the Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(d) **Rounding and Residual Amount**

The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and *in lieu* thereof the Issuer will pay an amount equal to:

$$RV \times \text{Settlement Payout} - \sum_{k=1}^K \text{Number}_{(k,i)} * \text{FX}_{(k,i)} * \text{Underlying Reference Closing Price Value}_{(k,i)}$$

where:

"**Number<sub>(k,i)</sub>**" is equal to the Entitlement Amount for the relevant Underlying Reference<sub>(k)</sub> and MFP Valuation Date<sub>(i)</sub>;

"**Underlying Reference Closing Price Value<sub>(k,i)</sub>**" is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant MFP Valuation Date in respect of the relevant Underlying Reference<sub>(k)</sub>; and

"**FX<sub>(k,i)</sub>**" is the relevant Underlying Reference FX Level on the relevant MFP Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

7. **GENERAL FORMULAS DEFINITIONS**

"**AC Barrier Value**" means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"**Additional Final Payout**" means each Final Payout specified as such in the applicable Final Terms for the relevant Weighted Mixed Payouts Securities or Max Mixed Payouts Securities and if Payout FX Conversion is specified as applicable in the applicable Final Terms, converted into the Payout Currency at the Payout FX Value, in each case specified in the applicable Final Terms;

"**Additional Final Payout 1**" means each Final Payout specified as such in the applicable Final Terms for the relevant Knock-In Mixed Payouts Securities and for the relevant Knock-out Mixed Payouts Securities if Payout FX Conversion is specified as applicable in the applicable Final Terms, converted into the Payout Currency at the Payout FX Value, in each case specified in the applicable Final Terms;

"**Additional Final Payout 2**" means each Final Payout specified as such in the applicable Final Terms for the relevant Knock-In Mixed Payouts Securities and for the relevant Knock-out Mixed Payouts Securities if Payout FX Conversion is specified as applicable in the applicable Final Terms, converted into the Payout Currency at the Payout FX Value, in each case specified in the applicable Final Terms;

"**Additional Final Payout Weighting**" is the number, amount or percentage specified as such in the applicable Final Terms;

"**Additional Gearing**" means the percentage specified as such in the applicable Final Terms;

"**Barrier Condition**" means that Coupon Value for the relevant Underlying Reference for the relevant MFP Valuation Date is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Barrier Level;

"**Barrier Level**" means the percentage, number or amount specified as such in the applicable Final Terms or, if specified in the applicable Final Terms, the product of the Barrier Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

"**Barrier Percentage Strike Price**" means the percentage specified as such in the applicable Final Terms;

"**Barrier Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Barrier Range Level**" means the range of levels, amounts, numbers or percentages specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

"**Bonus Coupon**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Level**" means the number or amount specified as such in the applicable Final Terms or, if specified in the applicable Final Terms, the product of the Bonus Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

"**Bonus Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Percentage 3**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Percentage 4**" means the percentage specified as such in the applicable Final Terms;

"**Bonus Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Cap Level**" means the number or amount specified as such in the applicable Final Terms or, if specified in the applicable Final Terms, the product of the Cap Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

"**Cap Percentage**" is as defined in the relevant Final Terms;

"**Cap Percentage 1**" is as defined in the relevant Final Terms;

"**Cap Percentage 2**" is as defined in the relevant Final Terms;

"**Cap Percentage 3**" is as defined in the relevant Final Terms;

"**Cap**" means the percentage specified as such in the applicable Final Terms;

"**Constant A**" means the percentage specified as such in the applicable Final Terms;

"**Constant B**" means the percentage specified as such in the applicable Final Terms;

"**Constant Mixed Percentage**" is as defined in the relevant Final Terms;

"**Constant Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 3**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 4**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 5**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 6**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 7**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 8**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 9**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 10**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 11**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 12**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 13**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 14**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 15**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 16**" means the percentage specified as such in the applicable Final Terms;

"**Constant Percentage 17**" means the percentage specified as such in the applicable Final Terms;

**"Conversion Rate Final"** means the Conversion Rate on the Valuation Date;

**"Coupon Airbag Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Value"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Coupon Weighting"** means the number, amount or percentage specified as such in the applicable Final Terms;

**"Cumulative Inflation Rate"** means  $\text{Inflation Index}_{(t)}/\text{Inflation Index}_{(\text{base})}$ ;

**"DC Barrier Value"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Digital Cap Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Cap Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Digital Floor Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Floor Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Digital Plus Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Plus Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Down Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Down Final Settlement Value"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Down Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Down Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"EDS Barrier Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Exchange Rate Final"** means the Exchange Rate on the Valuation Date;

**"Exchange Rate Initial"** means the Exchange Rate on the Strike Date;

**"Exchange Rate"** means, in respect of a day, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived), between the currencies and from the source(s) and at the time in each case specified in the applicable Final Terms on such day;

"**Express Amount**" means the amount specified as such in the applicable Final Terms;

"**FI Basket 1**" means the basket of Alternative Currencies specified as such in the applicable Final Terms;

"**FI Basket 2**" means the basket of Alternative Currencies specified as such in the applicable Final Terms;

"**FI Constant Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FI Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**FI DC Barrier Value**" means, in respect of a FI Remuneration Valuation Date and an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference;

"**FI Digital Cap Condition**" means the FI Digital Value for the relevant FI Valuation Date is greater than or equal to the FI Digital Cap Level;

"**FI Digital Cap Level**" means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

"**FI Digital Floor Condition**" means the FI Digital Value for the relevant FI Valuation Date is less than or equal to the FI Digital Floor Level;

"**FI Digital Floor Level**" means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

"**FI Digital Floor Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FI Digital Plus Condition**" means the FI Digital Value for the relevant FI Valuation Date is greater than the FI Digital Plus Level;

"**FI Digital Plus Level**" means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

"**FI Digital Value**" means, in respect of a FI Valuation Date, the Performance Value as specified in the applicable Final Terms;

"**FI Lower Barrier Level 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**FI Lower Barrier Level**" means the number, level or percentage specified as such in the applicable Final Terms;

"**FI Rate A**" means the Rate or Inflation Rate as specified in the applicable Final Terms;

"**FI Rate B**" means the Rate or Inflation Rate as specified in the applicable Final Terms;

"**FI Rate**" means the Rate or Inflation Rate as specified in the applicable Final Terms;

"**FI Remuneration Valuation Date**" means each Underlying Interest Determination Date, Remuneration Determination Date, Pricing Date, Averaging Date, Valuation Date, Remuneration Valuation Date and/or Settlement Price Date specified as such in the applicable Final Terms or each Range Accrual Day;

"**FI Settlement Valuation Date**" means each Settlement Price Date or Pricing Date specified as such in the applicable Final Terms;

"**FI Upper Barrier Level 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**FI Upper Barrier Level**" means the number, level or percentage specified as such in the applicable Final Terms;

**"FI Valuation Date"** means each FI Settlement Valuation Date or an FI Remuneration Valuation Date specified in the applicable Final Terms;

**"Final Reference Level"** means:

- (a) if Averaging is not specified as being applicable in the applicable Final Terms, the Settlement Price on the Valuation Date; or
- (b) if Averaging is specified as being applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices determined on each of the Averaging Dates;

**"Final Settlement Condition"** means that:

- (a) the FS Barrier Value for the relevant MFP FS Barrier Valuation Date or MFP FS Barrier Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than (d) less than or equal to, as specified in the applicable Final Terms, the Final Settlement Condition Level, or (e) "within" the Final Settlement Range Level, or (f) "outside" the Final Settlement Range Level, all as specified in the applicable Final Terms, (the **"Final Settlement Condition 1"**); and/or (as specified in the applicable Final Terms)
- (b) the FS Barrier Value 2 for the relevant MFP FS Barrier Valuation Date or MFP FS Barrier Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than (d) less than or equal to, the Final Settlement Condition Level 2 or (e) "within" the Final Settlement Range Level, or (f) "outside" the Final Settlement Range Level, all as specified in the applicable Final Terms (the **"Final Settlement Condition 2"**);

**"Final Settlement Condition Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Final Settlement Condition Level 2"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Final Settlement Price"** means, in respect of a Alternative/Base Currency, (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Valuation Date, (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all Averaging Dates, (iii) if Highest Look Back is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Alternative/Base Currency for all Averaging Dates or (iv) if Lowest Look Back is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Alternative/Base Currency for all Averaging Dates;

**"Final Settlement Range Level"**: means the range of levels, amounts, numbers or percentages specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions, as applicable;

**"Final Settlement Value"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Final Settlement Value 1"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Final Settlement Value 2"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Final Settlement Value 3"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Final Settlement Value 4"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Fixed Income Automatic Early Expiration Payouts"** means the Automatic Early Expiration Payouts contained in the Automatic Early Expiration Payouts Formulas Conditions 2.1(g);

**"Fixed Income Final Payouts"** means the Final Payouts contained in the Formulas Conditions from (and including) 1.1(III) to (and including) 1.1(qq);

**"Fixed Income Payouts"** means the Fixed Income Final Payouts and the Fixed Income Automatic Early Expiration Payouts;

**"Fixed Percentage"** is as defined in the relevant Final Terms;

**"Floor Percentage"** is as defined in the relevant Final Terms;

**"Floor Percentage 1"** is as defined in the relevant Final Terms;

**"Floor Percentage 2"** is as defined in the relevant Final Terms;

**"Floor"** means the amount or percentage specified as such in the applicable Final Terms;

**"FS Barrier Value"** means, in respect of a MFP FS Barrier Valuation Date or MFP FS Barrier Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"FS Barrier Value 2"** means, in respect of a MFP FS Barrier Valuation Date or MFP FS Barrier Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"FS Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FS Constant Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FS CSN Rate"** means a percentage calculated as the product of the FS Rate and the applicable FS Day Count Fraction;

**"FS Day Count Fraction"** means the Day Count Fraction specified as such in the applicable Final Terms;

**"FS Exit Rate"** means any of FS Rate, FS up Rate or FS CSN Rate as specified in the applicable Final Terms;

**"FS Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FS Gearing"** means the percentage specified as such in the applicable Final Terms;

"**FS Rate**" means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the FS Rate is to be determined by reference to a Screen Rate, the FS Rate shall be calculated pursuant to Security Condition 19.9(d) (*AES Rate Determination*), as applicable, save that references therein to "AES" shall be deemed to be references to "FS";

"**FS Spread**" means the percentage specified as such in the applicable Final Terms;

"**FS Strike Percentage**" means the percentage specified as such in the applicable Final Terms;

"**FS Up Rate**" means:

(a) if Cap is specified as applicable in the applicable Final Terms:

Min (Max (FS Floor Percentage, FS Gearing × (FS Value - FS Strike Percentage) + FS Spread), FS Cap Percentage) + FS Constant Percentage

(b) if Cap is specified as not applicable in the applicable Final Terms:

Max (FS Floor Percentage, FS Gearing × (FS Value - FS Strike Percentage) + FS Spread) + FS Constant Percentage

"**FS Value**" means, in respect of a MFP FS Valuation Date or MFP FS Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

"**FX Coupon Performance**" means, in respect of an FI Remuneration Valuation Date:

(i) in the case of Securities relating to a single Alternative Currency, the FX Coupon Performance Value;

(ii) if Weighted Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Alternative Currency in the Relevant Basket as (a) the FX Coupon Performance Value for the relevant Alternative Currency for such FI Remuneration Valuation Date (b) multiplied by the relevant FX Weighting;

(iii) if Best Of Weighted Basket is specified as applicable in the applicable Final Terms, the highest FX Coupon Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Remuneration Valuation Date;

(iv) if Worst Of Weighted Basket is specified as applicable in the applicable Final Terms, the lowest FX Coupon Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Remuneration Valuation Date;

(v) if Multi Basket is specified as applicable in the Final Terms:

$$\sum_{j=1}^m \sum_{i=1}^n G_j \times (W_i \times \text{FX Coupon Performance Value})$$

where:

"**G<sub>j</sub>**" means, in respect of a basket of Alternative Currencies, the percentage specified as such for such basket of Alternative Currencies in the applicable Final Terms;

"**W<sub>i</sub>**" means, in respect of an Alternative Currency, the FX Weighting for such Alternative Currency; or

(vi) if Ranked Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Alternative/Base Currency in the Relevant Basket as (a) the FX Coupon

Ranked Value for the relevant Alternative Currency for such FI Remuneration Valuation Date multiplied by (b) the relevant FX Weighting;

**"FX Coupon Performance Value"** means, in respect of an FI Remuneration Valuation Date and an Alternative Currency:

- (a) if FX Performance Coupon 1 is specified in the applicable Final Terms,  
FX Final Remuneration Settlement Price – FX Initial Remuneration Settlement Price
- (b) if FX Performance Coupon 2 is specified in the applicable Final Terms,  
FX Initial Remuneration Settlement Price - FX Final Remuneration Settlement Price
- (c) if FX Performance Coupon 3 is specified in the applicable Final Terms,  
$$\left( \frac{\text{FX Final Remuneration Settlement Price} - \text{FX Initial Remuneration Settlement Price}}{\text{FX Final Remuneration Settlement Price}} \right)$$
- (d) if FX Performance Coupon 4 is specified in the applicable Final Terms,  
$$\left( \frac{\text{FX Initial Remuneration Settlement Price} - \text{FX Final Remuneration Settlement Price}}{\text{FX Final Remuneration Settlement Price}} \right)$$
- (e) if FX Performance Coupon 5 is specified in the applicable Final Terms,  
$$\left( \frac{1}{\text{FX Initial Remuneration Settlement Price}} \right) - \left( \frac{1}{\text{FX Final Remuneration Settlement Price}} \right)$$
- (f) if FX Performance Coupon 6 is specified in the applicable Final Terms,  
$$\left( \frac{1}{\text{FX Final Remuneration Settlement Price}} \right) - \left( \frac{1}{\text{FX Initial Remuneration Settlement Price}} \right)$$
- (g) if FX Performance Coupon 7 is specified in the applicable Final Terms,  
$$\left( \frac{\text{FX Final Remuneration Settlement Price} - \text{FX Initial Remuneration Settlement Price}}{\text{FX Initial Remuneration Settlement Price}} \right)$$
- (h) if FX Performance Coupon 8 is specified in the applicable Final Terms,  
$$\left( \frac{\text{FX Initial Remuneration Settlement Price} - \text{FX Final Remuneration Settlement Price}}{\text{FX Initial Remuneration Settlement Price}} \right)$$
- (i) if FX Performance Coupon 9 is specified in the applicable Final Terms,  
$$\frac{\text{FX Final Remuneration Settlement Price}}{\text{FX Initial Remuneration Settlement Price}}$$
- (j) if FX Performance Coupon 10 is specified in the applicable Final Terms,  
$$\frac{\text{FX Initial Remuneration Settlement Price}}{\text{FX Final Remuneration Settlement Price}}$$

**"FX Coupon Ranked Value"** means, in respect of an FI Remuneration Valuation Date, the FX Coupon Performance Value in respect of the Alternative/Base Currency with the FX Coupon Ranking in respect of such FI Remuneration Valuation Date set out in the applicable Final Terms;

**"FX Coupon Ranking"** means, in respect of an FI Remuneration Valuation Date, the ordinal positioning of each Alternative/Base Currency by FX Coupon Performance Value from lowest FX Coupon Performance Value to greatest FX Coupon Performance Value in respect of such FI Remuneration Valuation Date

**"FX Final Remuneration Settlement Price"** means, in respect of an Alternative/Base Currency, (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Remuneration Valuation Date, (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all Averaging Dates in respect of the relevant FI Remuneration Valuation Date, (iii) if Highest Look Back is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Alternative/Base Currency for all Averaging Dates in respect of the relevant FI Remuneration Valuation Date or (iv) if Lowest Look Back is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Alternative/Base Currency for all Averaging Dates in respect of the relevant FI Remuneration Valuation Date;

**"FX Initial Remuneration Settlement Price"** means, in respect of an Alternative Currency:

- (a) the amount specified as such in the applicable Final Terms; or
- (b) if Initial Closing Value is specified as applicable in the applicable Final Terms, the Settlement Price for such Alternative Currency on the Strike Date; or
- (c) if Initial Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for such Alternative Currency for all the Strike Days in the Strike Period; or
- (d) if Highest Look Back Value is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period; or
- (e) if Lowest Look Back Value is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period.

**"FX Performance Value"** means, in respect of an FI Valuation Date:

- (a) if Performance Value 1 is specified in the applicable Final Terms,  
Final Settlement Price - Initial Settlement Price;
- (b) if Performance Value 2 is specified in the applicable Final Terms,  
Initial Settlement Price - Final Settlement Price;
- (c) if Performance Value 3 is specified in the applicable Final Terms,  
$$\left( \frac{\text{Final Settlement Price} - \text{Initial Settlement Price}}{\text{Final Settlement Price}} \right);$$
- (d) if Performance Value 4 is specified in the applicable Final Terms,  
$$\left( \frac{\text{Initial Settlement Price} - \text{Final Settlement Price}}{\text{Final Settlement Price}} \right);$$
- (e) if Performance Value 5 is specified in the applicable Final Terms,  
$$\left( \frac{1}{\text{Initial Settlement Price}} \right) - \left( \frac{1}{\text{Final Settlement Price}} \right);$$
- (f) if Performance Value 6 is specified in the applicable Final Terms,  
$$\left( \frac{1}{\text{Final Settlement Price}} \right) - \left( \frac{1}{\text{Initial Settlement Price}} \right);$$
- (g) if Performance Value 7 is specified in the applicable Final Terms,  
$$\left( \frac{\text{Final Settlement Price} - \text{Initial Settlement Price}}{\text{Initial Settlement Price}} \right);$$

(h) if Performance Value 8 is specified in the applicable Final Terms,

$$\left( \frac{\text{Initial Settlement Price} - \text{Final Settlement Price}}{\text{Initial Settlement Price}} \right);$$

(i) if Performance Value 9 is specified in the applicable Final Terms,

$$\frac{\text{Final Settlement Price}}{\text{Initial Settlement Price}};$$

(j) if Performance Value 10 is specified in the applicable Final Terms,

$$\frac{\text{Initial Settlement Price}}{\text{Final Settlement Price}};$$

**"FX Ranking"** means, in respect of an FI Valuation Date, the ordinal positioning of each Alternative/Base Currency by FX Performance Value from lowest FX Performance Value to greatest FX Performance Value in respect of such FI Valuation Date;

**"FX Weighting"** means, in respect of an Alternative Currency, the number, amount or percentage specified as such for such Alternative Currency in the applicable Final Terms;

**"Gearing"** means the number specified as such in the applicable Final Terms;

**"Gearing A"** means the number specified as such in the applicable Final Terms;

**"Gearing B"** means the number specified as such in the applicable Final Terms;

**"Gearing Down"** means the percentage specified as such in the applicable Final Terms;

**"Gearing Up"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap A"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap B"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor A"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor B"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Global Margin"** means the percentage specified as such in the applicable Final Terms;

**"i"** means the number specified as such in the applicable Final Terms;

**"i"** means the relevant MFP Valuation Date, MFP Valuation Period, or any Valuation Date or Valuation Period as indicated in the applicable Final Terms;

**"Inflation Index<sub>(base)</sub>"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the Strike Date;

**"Inflation Index<sub>(i)</sub>"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference in respect of the relevant FI Valuation Date;

**"Inflation Index<sub>(i-1)</sub>"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the immediately preceding FI Valuation Date (or, if none, the Strike Date);

**"Inflation Rate"** means, in respect of a FI Valuation Date, YoY Inflation Rate or Cumulative Inflation Rate, as specified in the applicable Final Terms;

**"Initial Reference Level"** is as defined in the Final Terms;

**"Initial Settlement Price"** means, in respect of an Alternative Currency:

- (a) the amount specified as such in the applicable Final Terms; or
- (b) if Initial Closing Value is specified as applicable in the applicable Final Terms, the Settlement Price for such Alternative Currency on the Strike Date; or
- (c) if Initial Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for such Alternative Currency for all the Strike Days in the Strike Period; or
- (d) if Highest Look Back Value is specified as applicable in the applicable Final Terms, the highest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period; or
- (e) if Lowest Look Back Value is specified as applicable in the applicable Final Terms, the lowest Settlement Price for such Alternative Currency for all the Strike Days in the Strike Period.

**"j"** means the relevant Strike Date;

**"k"** means the relevant Underlying Reference;

**"K"** means the total number of Underlying References in the Basket;

**"L"** means the percentage specified as such in the applicable Final Terms;

**"Listing Date"** means, in respect of any Securities, the date on which such Securities are first admitted to trading on any stock exchange or other trading or quotation system;

**"Local Cap"** means the percentage specified as such in the applicable Final Terms;

**"Local Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Local Cap Percentage<sub>(i)</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor Percentage<sub>(i)</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Loss Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Loss Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Loss Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Lower Level"** means the number or amount specified as such in the applicable Final Terms;

**"M"** means a series of MFP Valuation Dates or MFP Valuation Periods;

**"m"** means the relevant MFP Valuation Date or MFP Valuation Period;

**"Maximum Payout Amount"** means the amount specified as such in the applicable Final Terms;

**"MFP Automatic Early Expiration Payout"** means the Automatic Early Expiration Payout contained in the Automatic Early Expiration Payouts Formulas Condition 2.1(d);

**"MFP Coupon Valuation Date"** means each MFP Range Accrual Day, Averaging Date, Valuation Date, Pricing Date, Settlement Price Date and/or Underlying Interest Determination Date specified as such in the applicable Final Terms;

**"MFP Coupon Valuation Period"** means the period specified as such in the applicable Final Terms;

**"MFP Coupon Valuation Period<sub>(i)</sub>"** means the period specified as such in the applicable Final Terms;

**"MFP Date Weighting"** means, in respect of a MFP Valuation Date, the number, amount or percentage specified as such for such date in the applicable Final Terms;

**"MFP Double Digital Mixed Coupon Condition 1"** means that the Mixed Barrier Value for the relevant MFP Coupon Valuation Date or MFP Coupon Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Mixed Barrier Level; or (e) "within" the Mixed Barrier Range Level, in each case as specified in the applicable Final Terms; or (f) "outside" the Mixed Barrier Range Level, in each case as specified in the applicable Final Terms;

**"MFP Double Digital Mixed Coupon Condition 2"** means that the Mixed Barrier Value for the relevant MFP Coupon Valuation Date or MFP Coupon Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Mixed Barrier Level; or (e) "within" the Mixed Barrier Range Level, in each case as specified in the applicable Final Terms; or (f) "outside" the Mixed Barrier Range Level, in each case as specified in the applicable Final Terms;

**"MFP Entitlement Amounts"** means the Entitlement Amounts contained in the Entitlement Amount Formulas Condition 6 (*MFP Entitlement Amount*);

**"MFP Final Payout"** means the Final Payouts contained in the Formulas Conditions from (and including) 1.1(ii) to (and including) 1.1(hhh);

**"MFP FS Barrier Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"MFP FS Barrier Valuation Period"** means each period specified as such in the applicable Final Terms;

**"MFP FS Valuation Date"** means each Averaging Date, Valuation Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"MFP FS Valuation Period"** means each period specified as such in the applicable Final Terms;

**"MFP Digital Mixed Coupon Condition"** means that the Mixed Barrier Value for the relevant MFP Coupon Valuation Date or MFP Coupon Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Mixed Barrier Level; or (e) "within" the Mixed Barrier Range Level, in each case as specified in the applicable Final Terms; or (f) "outside" the Mixed Barrier Range Level, in each case as specified in the applicable Final Terms;

**"MFP Payouts"** means the MFP Final Payout and the MFP Automatic Early Expiration Payouts.

**"MFP Range Accrual Coupon Barrier Level Down"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"MFP Range Accrual Coupon Barrier Level Up"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"MFP Range Accrual Coupon Condition"** means:

- (a) if Barrier Up is specified as applicable in the applicable Final Terms, that the AC Barrier Value for the relevant MFP Coupon Valuation Date is (i) (a) greater than or (b) equal to or greater than the relevant MFP Range Accrual Coupon Barrier Level Down and (ii) (a) less than or (b) less than or equal to the relevant MFP Range Accrual Coupon Barrier Level Up; or
- (b) if Barrier Up is specified as not applicable in the applicable Final Terms, that the AC Barrier Value for the relevant MFP Coupon Valuation Date is equal to or greater than MFP Range Accrual Coupon Barrier Level Down;

**"MFP Range Accrual Day"** means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, MFP Coupon Valuation Date or other day specified as such in the applicable Final Terms;

**"MFP Settlement Valuation Date"** means each Underlying Interest Determination Date, Averaging Date, Valuation Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"MFP Settlement Valuation Period"** means each period specified as such in the applicable Final Terms;

**"MFP Valuation Date"** means each MFP Coupon Valuation Date, MFP Settlement Valuation Date, MFP ES Valuation Date, MFP FS Valuation Date, MFP FS Barrier Valuation Date, Knock-in Determination Day, Knock-out Determination Day, MFP EndDay Valuation Date, MFP StartDay Valuation Date, MFP Call Valuation Date, MFP Put Valuation Date, MFP ACS Valuation Date, MFP APS Valuation Date, Automatic Early Expiration Valuation Date, Strike Day or Strike Date specified as such in the applicable Final Terms;

**"MFP Valuation Period"** means each MFP ES Valuation Period, MFP Coupon Valuation Period, MFP FS Barrier Valuation Period, MFP Call Valuation Period, MFP Put Valuation Period, Automatic Early Expiration Valuation Period, Automatic Early Expiration Valuation Period, MFP FS Valuation Period, MFP Settlement Valuation Period, Knock-in Determination Period, Knock-out Determination Period, MFP ACS Valuation Period, or MFP APS Valuation Period, specified in the applicable Final Terms;

**"Mixed Barrier Level"** means the number, amount or percentage specified as such in the applicable Final Terms; or if specified in the applicable Final Terms, the product of the Barrier Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

**"Mixed Barrier Range Level"** means the range of levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in the Relevant Adjustment Provisions;

**"Mixed Barrier Value"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Multiple Underlying Interest Rate Gearing"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the number specified as such in the applicable Final Terms;

**"Multiple Underlying Reference Rate"** means, in respect of an Underlying Interest Rate<sub>(i)</sub> specified in the applicable Final Terms as a Multiple Underlying Component Rate, the Underlying Reference Rate determined in respect of such Underlying Interest Rate.

**"n"** means the number specified as such in the applicable Final Terms;

**"N"** is as defined in the applicable Final Terms;

**"nEnd days"** has the meaning given it in the applicable Final Terms;

"nStart days" has the meaning given it in the applicable Final Terms;

"**Observation Price Source**" means the source specified as such in the applicable Final Terms;

"**Parity**" means the number specified as such in the applicable Final Terms;

"**Participation Factor**" means the percentage specified as such in the applicable Final Terms;

"**Payout Currency**" means the currency specified as such in the applicable Final Terms;

"**Payout FX Closing Price Value**" means the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Payout Currency on the Payout FX Rate Date

"**Payout FX Rate Date**" means the date specified as such in the applicable Final Terms;

"**Payout FX Rate Strike Date**" means the date specified as such in the applicable Final Terms;

"**Payout FX Strike Closing Price Value**" means (i) the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms on the Payout FX Rate Strike Date or (ii) the rate of exchange specified in the applicable Final Terms, as specified in the applicable Final Terms.

"**Payout FX Value**" means, in respect of a Payout Currency (a) the Payout FX Closing Price Value divided by (b) the Payout FX Strike Closing Price Value;

"**Performance of Components**" means an amount calculated by the Calculation Agent in respect of the Component in accordance with the following formula:

$$\left[ \frac{\text{Final Reference Level}}{\text{Initial Reference Level}} \right] - 1$$

"**Performance of Underlying 1**" means an amount calculated by the Calculation Agent in respect of the Underlying Reference identified as Underlying Reference 1 in the Final Terms in accordance with the following formula:

$$\left[ \frac{\text{Final Reference Level}}{\text{Initial Reference Level}} \right] - 1$$

"**Performance of Underlying 2**" means an amount calculated by the Calculation Agent in respect of the Underlying Reference identified as Underlying Reference 2 in the Final Terms in accordance with the following formula:

$$\left[ \frac{\text{Final Reference Level}}{\text{Initial Reference Level}} \right] - 1$$

"**Performance Value**" means, in respect of an FI Valuation Date:

- (i) in the case of Securities relating to a single Alternative Currency, the FX Performance Value;
- (ii) if Weighted Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Alternative Currency in the Basket as (a) the FX Performance Value for the relevant Alternative Currency for such FI Valuation Date (b) multiplied by the relevant FX Weighting;
- (iii) if Best Of Weighted Basket is specified as applicable in the applicable Final Terms, the highest FX Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Valuation Date;

- (iv) if Worst Of Weighted Basket is specified as applicable in the applicable Final Terms, the lowest FX Performance Value of any Alternative Currency in the Relevant Basket in respect of such FI Valuation Date;
- (v) if Multi Basket is specified as applicable in the Final Terms:

$$\sum_{j=1}^m \sum_{i=1}^n G_j \times (W_i \times \text{FX Performance Value})$$

where:

"**G<sub>j</sub>**" means, in respect of a basket of Alternative Currencies, the percentage specified as such for such basket of Alternative Currencies in the applicable Final Terms;

"**W<sub>i</sub>**" means, in respect of an Alternative Currency, the FX Weighting for such Alternative Currency; or

- (vi) if Ranked Basket is specified as applicable in the applicable Final Terms, the sum of the values calculated for each Alternative/Base Currency in the Relevant Basket as (a) the Ranked Value for the relevant Alternative Currency for such FI Valuation Date multiplied by (b) the relevant FX Weighting;

"**Premium**" means, the amount in the Settlement Currency or the percentage indicated as such indicated as such in the relevant Final Terms;

"**Premium Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Protection Level**" means the number specified as such in the applicable Final Terms;

"**Q**" is a series of MFP Valuation Dates in MFP Valuation Period<sub>(i)</sub> or Calculation Period<sub>(i)</sub>;

"**q**" means the relevant Observation Date or MFP Valuation Date;

"**Range Accrual Coupon Barrier Level Down**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Down 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Up**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Barrier Level Up 2**" means the number, level or percentage specified as such in the applicable Final Terms;

"**Range Accrual Coupon Condition**" means:

- (a) (A) if FI Basket 1 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 1 for the relevant Range Accrual Day is or (B) if FI Basket 1 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 1 for the relevant FI Remuneration Valuation Date is (a) (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down and (b) if a Range Accrual Coupon Barrier Level Up is specified in the applicable Final Terms, (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up; and/or
- (b) if Range Accrual Coupon Condition 2 is specified as applicable in the applicable Final Terms (A) if FI Basket 2 is specified as not applicable in the applicable Final Terms, that the FI DC Barrier Value for Underlying Reference 2 for the relevant Range Accrual Day is or (B) if FI

Basket 2 is specified as applicable in the applicable Final Terms, the FX Coupon Performance for FI Basket 2 for the relevant FI Remuneration Valuation Date is (a) (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down 2 and (b) if a Range Accrual Coupon Barrier Level Up 2 is specified in the applicable Final Terms, (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up 2;

**"Range Accrual Day"** means a Scheduled Trading Day, Business Day, Underlying Interest Determination Date, Hybrid Business Day or calendar day, as specified in the applicable Final Terms;

**"Range Cut-off Date"** means the date specified as such in the applicable Final Terms;

**"Range Period End Date"** means the date specified as such in the applicable Final Terms;

**"Range Period"** means the period specified as such in the applicable Final Terms;

**"Ranked Value"** means, in respect of an FI Valuation Date, the FX Performance Value in respect of the Alternative/Base Currency with the FX Ranking in respect of such FI Valuation Date set out in the applicable Final Terms;

**"Rate"** means, in respect of a FI Remuneration Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

**"Rate<sub>(i)</sub>"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period:

- (i) the fixed rate specified in or the floating rate calculated as provided in the applicable Final Terms; or
- (ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

**"Rate 1<sub>(i)</sub>"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period:

- (i) the fixed rate specified in or the floating rate calculated as provided in the applicable Final Terms; or
- (ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

**"Rate 2<sub>(i)</sub>"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period:

- (i) the fixed rate specified in or the floating rate calculated as provided in the applicable Final Terms; or
- (ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

**"Relevant Basket"** means FI Basket 1 or FI Basket 2, as applicable;

**"Relevant Level"** has the meaning given to it in the applicable Final Terms;

**"Reverse Level"** means the number or amount specified as such in the applicable Final Terms or, if not so specified in the applicable Final Terms, the product of the Reverse Percentage and the Strike Level rounded upwards or downwards as determined by the Calculation Agent acting in good faith and a commercially reasonable manner;

**"Reverse Percentage"** means the percentage specified as such in the applicable Final Terms;

**"RV"** means the Reference Value specified in the applicable Final Terms;

**"Settlement Payout"** means the Final Payout specified in the applicable Final Terms;

**"Settlement Price Final"** means the Settlement Price on the Valuation Date;

**"SFP Automatic Early Expiration Payout"** means the Automatic Early Expiration Payout contained in the Automatic Early Expiration Payouts Formulas Condition 2.1(c);

**"SFP Final Payout"** means the Final Payouts contained in the Formulas Conditions from (and including) 1.1(a) to (and including) 1.1(hh);

**"SFP Payouts"** means the SFP Final Payout and the SFP Automatic Early Expiration Payouts;

**"Snowball Barrier Value"** means, in respect of a MFP Coupon Valuation Date or MFP Coupon Valuation Period, the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Snowball Level"** means the number, amount or percentage specified as such in the applicable Final Terms;

**"Speed Factor"** means the number specified as such in the applicable Final Terms;

**"Spread"** means the percentage specified as such in the applicable Final Terms;

**"Spread<sub>(i)</sub>"** means the percentage specified as such in the applicable Final Terms;

**"Strike Level"** means:

- (i) if the relevant Underlying Reference is an Index, the Closing Level;
- (ii) if the relevant Underlying Reference is a Share, the Closing Price or the Italian Securities Reference Price, as specified in the applicable Final Terms;
- (iii) if the relevant Underlying Reference is an ETI, the Closing Price;
- (iv) if the relevant Underlying Reference is a Currency or Future, the Settlement Price; or
- (v) if the relevant Underlying Reference is a Debt Instrument, the Settlement Price,
- (vi) if the relevant Underlying Reference is a Fund, the NAV per Fund Share.

in each case on the Strike Date;

**"Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Strike Price"** means the price, level or amount specified as such in the applicable Final Terms;

**"T"** means the relevant Observation Date or MFP Valuation Date;

**"Target Determination Date"** means each date specified as such in the applicable Final Terms;

**"Underlying Reference 1"** means the Underlying Reference specified as such in the applicable Final Terms;

**"Underlying Reference 2"** means the Underlying Reference specified as such in the applicable Final Terms;

**"Underlying Reference Closing Value"** means, in respect of a FI Valuation Date:

- (a) if the relevant Underlying Reference is an Inflation Index, the Relevant Level (as defined in the Inflation Security Conditions); or

- (b) if the relevant Underlying Reference is a rate of interest, the Underlying Reference Rate or, if Multiple Underlying Interest Rate is specified as applicable, the value calculated in accordance with the following formula:

$$\sum_{i=1}^n \text{Multiple Underlying Interest Rate Gearing}_{(i)} \times \text{Multiple Underlying Reference Rate}_{(i)}$$

- (c) if the relevant Underlying Reference is an Alternative Currency, the Settlement Price or FX Coupon Performance Value, as specified in the applicable Final Terms,

in each case in respect of such day.

**"Underlying Reference Level"** means, in respect of a time and a day (i) "official level", "opening price", "official close", "closing price", "purchase price", "sale price", "last price", "bid price", "asked price", "traded price", "official settlement price", "daily settlement price", "high", "mid", "low", "bid high", "bid low", "ask high", "ask low" of the Underlying Reference as specified in the applicable Final Terms published by the Observation Price Source or (ii) if Standard Underlying Reference Level is specified as applicable in the applicable Final Terms (a) in the case of Share Securities and Futures Securities the price of the relevant Underlying Reference, (b) in the case of Index Securities, the level of the relevant Underlying Reference, (c) in the case of Currency Securities, the spot rate of exchange for the exchange of the Alternative Currency into the Base Currency (expressed as the number of units (or part units) of such Alternative Currency for which one unit of the Base Currency can be exchanged) or (d) in the case of Debt Securities, the bid price of the relevant Underlying Reference as determined by the Calculation Agent by reference to the bid price for such Underlying Reference appearing on the Relevant Screen Page, (e) in the case of a Fund NAV per Fund Share, in each case for such time on such day;

**"Underlying Reference Weighting"** means, in respect of an Underlying Reference, the number, amount or percentage specified as such for such Underlying Reference in the applicable Final Terms.

**"Underlying Reference"** means:

- (a) for the purposes of the SFP Payouts, each Index, Share, Alternative Currency, Future, Debt Instrument or other basis of reference to which the relevant Securities relate;
- (b) for the purposes of the Fixed Income Payouts, each Inflation Index, Alternative Currency, Underlying Interest Rate, Index, Share or other basis of reference to which the relevant Securities relate. If two or more Underlying Interest Rates are specified in the applicable Final Terms as Multiple Underlying Component Rates each Underlying Interest Rate<sub>(i)</sub> specified as such (together the **"Multiple Underlying Interest Rate"**) will be calculated separately and independently but for the purposes of these Formulas Conditions and the Underlying Interest Rate Security Conditions shall be deemed to together constitute an Underlying Reference;
- (c) for the purposes of the MFP Payouts and MFP Entitlement Amounts, each Index, Share, ETI, Debt Instrument, Fund, Underlying Interest Rate, Inflation Index or Future or other basis of reference to which the relevant Securities relate;

**"Up Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Up Final Settlement Value"** means the value from Formulas Conditions 8.1 (*Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts*), 8.2 (*Greatest Period Values for MFP Payouts and Entitlement Amounts*), 8.3 (*Lowest Period Values for MFP Payouts and Entitlement Amounts*), 8.4 (*Average Values for MFP Payouts and Entitlement Amounts*) or 8.5 (*Weighted Average Values for MFP Payouts and Entitlement Amounts*) specified as such in the applicable Final Terms;

**"Up Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Up Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Upper Level"** means the number or amount specified as such in the applicable Final Terms;

**"Upside Participation Factor"** means the percentage specified as such in the applicable Final Terms.

**"Vanilla Call Rate"** means:

Constant Percentage<sub>(i)</sub>+ Gearing<sub>(i)</sub> × Max(Coupon Value<sub>(i)</sub> - Strike Percentage<sub>(i)</sub>+Spread<sub>(i)</sub>, Floor Percentage<sub>(i)</sub>); and

**"Vanilla Call Spread Rate"** means:

Constant Percentage<sub>(i)</sub>+Gearing<sub>(i)</sub> × Min(Max(Coupon Value<sub>(i)</sub> - Strike Percentage<sub>(i)</sub> +Spread<sub>(i)</sub>, Floor Percentage<sub>(i)</sub>); Cap Percentage<sub>(i)</sub>).

**"YoY Inflation Rate"** means  $\text{Inflation Index}_{(i)}/\text{Inflation Index}_{(i-1)} - 1$ .

8. **VALUES AND PERFORMANCE DEFINITIONS**

8.1 **Simple Value and Performance Definitions for MFP Payouts and Entitlement Amounts**

(a) **Basic Value Definitions**

"**FX Value**" means, in respect of an Underlying Reference and a day:

- (a) Underlying Reference FX Level for such day divided by Underlying Reference FX Strike Level; or
- (b) if Underlying Reference FX Hedged Value is specified in the applicable Final Terms, Underlying Reference FX Hedged Value for such day divided by Underlying Reference FX Strike Level;

"**Underlying Reference Closing Price Value**" means, in respect of a MFP Valuation Date, the product of the Underlying Reference Closing Price Value Percentage and:

- (a) if the relevant Underlying Reference is an Index, the Closing Level;
- (b) if the relevant Underlying Reference is a Share, the Closing Price or the Italian Securities Reference Price or the Settlement Price, as specified in the applicable Final Terms;
- (c) if the relevant Underlying Reference is an ETI, the Closing Price or the Settlement Price, as specified in the applicable Final Terms;
- (d) if the relevant Underlying Reference is a Fund, the NAV per Fund Share;
- (e) if the relevant Underlying Reference is a Currency or Future, the Settlement Price;
- (f) if the relevant Underlying Reference is an Underlying Interest Rate, the Underlying Reference Rate;
- (g) if the relevant Underlying Reference is an Inflation Index, the Relevant Level; or
- (h) if the relevant Underlying Reference is a Debt Instrument, the Settlement Price,

in each case in respect of such day;

"**Underlying Reference Closing Price Value Percentage**" means 100% unless otherwise specified in the applicable Final Terms;

"**Underlying Reference FX Level**" means, in respect of an Underlying Reference and a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Underlying Reference on such day;

"**Underlying Reference FX Strike Level**" means in respect of an Underlying Reference:

- (a) the rate specified as such in the applicable Final Terms; or
- (b) if FX Closing Level is specified as applicable in the applicable Final Terms, the Underlying Reference FX Level for such Underlying Reference on the Strike Date; or
- (c) if FX Maximum Level is specified as applicable in the applicable Final Terms, the greatest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or

- (d) if FX Minimum Level is specified as applicable in the applicable Final Terms, the lowest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or
- (e) if FX Average Level is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference FX Levels for such Underlying Reference for all the Strike Days in the Strike Period; and

**"Underlying Reference Strike Price"** means, in respect of an Underlying Reference:

- (i) the amount specified as such in the applicable Final Terms; or
- (ii) if Strike Price Closing Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date; or
- (iii) if the Securities are Share Securities and if "Punctual Underlying Reference Strike Price" is indicated as applicable in the applicable Final Terms, the official closing price of such Share on the Strike Date as determined by the Calculation Agent, subject as provided in Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 5 (*Extraordinary Events*) (as amended where "GDR/ADR" is specified as applicable); or
- (iv) if Strike Price Maximum Value is specified as applicable in the applicable Final Terms, the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or
- (v) if Strike Price Minimum Value is specified as applicable in the applicable Final Terms, the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or
- (vi) if Strike Price Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period; or
- (vii) if Barrier Strike Price Closing Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date and (y) the Barrier Percentage Strike Price; or
- (viii) if Barrier Strike Price Maximum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or
- (ix) if Barrier Strike Price Minimum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or
- (x) if Barrier Strike Price Average Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price.

(b) **Mono Underlying Reference Value Definitions**

**"Underlying Reference Performance"** means, in respect of an Underlying Reference and a MFP Valuation Date, (a) the Underlying Reference Value for such Underlying Reference in respect of such day minus (b) Underlying Reference Performance Percentage or (c) Underlying

Reference Performance Percentage minus (d) the Underlying Reference Value for such Underlying Reference in respect of such day;

**"Underlying Reference Performance Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Underlying Reference Restrike Performance"** means, in respect of an Underlying Reference and a MFP Valuation Date (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of the N-th immediately preceding MFP Valuation Date (b) less Underlying Reference Restrike Performance Percentage or (c) Underlying Reference Restrike Performance Percentage minus (d) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of the N-th immediately preceding MFP Valuation Date. Provided that in each case, the Underlying Reference Restrike Performance will be determined starting from the N-th MFP Valuation Date immediately following the first occurring MFP Valuation Date.

**"Underlying Reference Restrike Performance Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Underlying Reference EndDay Closing Price Value"** means, in respect of an Underlying Reference and a MFP Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the **"MFP EndDay Valuation Date"**) falling nEnd days after such MFP Valuation Date;

**"Underlying Reference Intraday Price Value"** means:

- (a) if the relevant Underlying Reference is an Index, the Intraday Level; or
- (b) if the relevant Underlying Reference is a Share or an ETI, the Intraday Price;

**"Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a MFP Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such MFP Valuation Date (ii) divided by the relevant Underlying Reference Strike Price, and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

**"Underlying Reference Intraday Performance"** means, in respect of an Underlying Reference and a MFP Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such MFP Valuation Date (ii) divided by the relevant Underlying Reference Strike Price, minus the Underlying Reference Intraday Performance Percentage and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value; or (a) the Underlying Reference Intraday Performance Percentage minus (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such MFP Valuation Date (ii) divided by the relevant Underlying Reference Strike Price and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

**"Underlying Reference Intraday Performance Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Underlying Reference Restrike Value"** means, in respect of an Underlying Reference and a MFP Valuation Date (a) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day divided by (b) the Underlying Reference Closing Price Value for such Underlying Reference in respect of the N-th immediately preceding MFP Valuation Date. Provided that the Underlying Reference Restrike Value will be determined starting from the N-th MFP Valuation Date immediately following the first occurring MFP Valuation Date.

**"Underlying Reference Extended Restrike Value"** means, in respect of an Underlying Reference and MFP Valuation Period (a) the Underlying Reference Closing Price Value for

such Underlying Reference in respect of a MFP Valuation Date within such MFP Valuation Period divided by (b) the Underlying Reference Closing Price Value for such Underlying Reference in respect of the N-th immediately preceding MFP Valuation Date within such MFP Valuation Period. Provided that the Underlying Reference Extended Restrike Value will be determined starting from the N-th MFP Valuation Date within such MFP Valuation Period immediately following the first occurring MFP Valuation Date within such MFP Valuation Period.

**"Underlying Reference Intraday Restrike Value"** means, in respect of an Underlying Reference and a MFP Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such MFP Valuation Date (ii) divided by the Underlying Reference Intraday Price Value for such Underlying Reference in respect of the N-th immediately preceding MFP Valuation Date and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value. Provided that the Underlying Reference Intraday Restrike Value will be determined starting from the N-th MFP Valuation Date immediately following the first occurring MFP Valuation Date.

**"Underlying Reference Extended Intraday Restrike Value"** means, in respect of an Underlying Reference and MFP Valuation Period (a) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of a MFP Valuation Date within such MFP Valuation Period divided by (b) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of the N-th immediately preceding MFP Valuation Date within such MFP Valuation Period. Provided that the Underlying Reference Extended Intraday Restrike Value will be determined starting from the N-th MFP Valuation Date within such MFP Valuation Period immediately following the first occurring MFP Valuation Date within such MFP Valuation Period.

**"N-th"** means the ordinal number specified as such in the applicable Final Terms

**"Lowest Underlying Reference Restrike Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the lowest (a) Underlying Reference Restrike Value or (b) Underlying Reference Extended Restrike Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period.

**"Lowest Underlying Reference Restrike Intraday Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the lowest (a) Underlying Reference Restrike Intraday Value or (b) Underlying Reference Extended Restrike Intraday Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period;

**"Greatest Underlying Reference Restrike Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the highest (a) Underlying Reference Restrike Value or (b) Underlying Reference Extended Restrike Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period.

**"Greatest Underlying Reference Restrike Intraday Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the highest (a) Underlying Reference Restrike Intraday Value or (b) Underlying Reference Extended Restrike Intraday Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period;

**"Underlying Reference StartDay Closing Price Value"** means, in respect of an Underlying Reference and a MFP Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the **"MFP StartDay Valuation Date"**) falling nStart days prior to such MFP Valuation Date;

**"Underlying Reference TOM Restrike Value"** means, in respect of an Underlying Reference and a MFP Valuation Date (a) the Underlying Reference EndDay Closing Price Value for such Underlying Reference in respect of such day divided by (b) Underlying Reference StartDay Closing Price Value for such Underlying Reference in respect of such day;

**"Underlying Reference TOM Value"** means, in respect of an Underlying Reference and a MFP Valuation Date, the product of all Underlying Reference TOM Restrike Values for all

MFP Valuation Dates prior to and including such MFP Valuation Date in respect of an Underlying Reference; and

**"Underlying Reference Value"** means, in respect of an Underlying Reference and a MFP Valuation Date, (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such MFP Valuation Date (ii) divided by the relevant Underlying Reference Strike Price (expressed as a percentage) and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value (expressed as a percentage) and (c) if Fund Securities is specified as applicable in the applicable Final Terms, less, if Fund Securities Fees Provisions are specified as applicable in the relevant Final Terms, the Aggregate Fund Securities Fees Percentage multiplied by the Fund Securities Fees Factor.

If Underlying Reference Inverse Value is specified as applicable in the applicable Final Terms, Underlying Reference Value shall mean, in respect of an Underlying Reference and a MFP Valuation Date, (a) (i) the relevant Underlying Reference Strike Price (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of such MFP Valuation Date (expressed as a percentage) and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value (expressed as a percentage) and (c) if Fund Securities is specified as applicable in the applicable Final Terms, less, if Fund Securities Fees Provisions are specified as applicable in the relevant Final Terms, the Aggregate Fund Securities Fees Percentage multiplied by the Fund Securities Fees Factor.

If Generic Underlying Reference Value is specified as applicable in the applicable Final Terms, Underlying Reference Value shall mean, in respect of an Underlying Reference and a MFP Valuation Date, Underlying Reference Value Percentage minus or plus (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such MFP Valuation Date (ii) divided by the relevant Underlying Reference Strike Price (expressed as a percentage) and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value (expressed as a percentage) and (c) if Fund Securities is specified as applicable in the applicable Final Terms, less, if Fund Securities Fees Provisions are specified as applicable in the relevant Final Terms, the Aggregate Fund Securities Fees Percentage multiplied by the Fund Securities Fees Factor. If Generic Inverse Underlying Reference Value is specified as applicable in the applicable Final Terms, Underlying Reference Value shall mean, in respect of an Underlying Reference and a MFP Valuation Date, Underlying Reference Value Percentage minus or plus (a) (i) the relevant Underlying Reference Strike Price (ii) divided by the Underlying Reference Closing Price Value for such Underlying Reference in respect of such MFP Valuation Date (expressed as a percentage) and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value (expressed as a percentage) and (c) if Fund Securities is specified as applicable in the applicable Final Terms, less, if Fund Securities Fees Provisions are specified as applicable in the relevant Final Terms, the Aggregate Fund Securities Fees Percentage multiplied by the Fund Securities Fees Factor.

**"Aggregate Fund Securities Fees Percentage"** means the sum of the Fund Securities Fees Percentages calculated in respect of all Calculation Periods;

**"Fund Securities Fees Percentage"** means the rate (expressed as a percentage) calculated by the Calculation Agent in accordance with the following formula and being equal to the rate of interest that would accrue during each Calculation Period falling during the period specified in the applicable Final Terms calculated on the basis that such rate would apply to and be payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.:

$$\text{Fund Fees Securities Percentage} = [\text{Floating Rate} + \text{Spread}] \times \text{Day Count Fraction}$$

For these purposes:

- A) the "Effective Date" is as specified in the applicable Final Terms;
- B) the "Termination Date" is as specified in the applicable Final Terms;
- C) the "Floating Rate Payer Payment Date" is as specified in the applicable Final Terms;

- D) the "Floating Rate Option" is as specified in the applicable Final Terms;
- E) the "Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;
- F) the "Floating Rate Day Count Fraction" is as specified in the applicable Final Terms, or if not so specified Actual/360;
- G) the "Business Day Convention" is as specified in the applicable Final Terms, of if not so specified Modified Following;
- H) the "Reset Date" means each Floating Rate Payer Payment Date or as specified in the applicable Final Terms;
- I) "Calculation Period" means each consecutive period each commencing on and including a Floating Rate Payer Payment Date to but excluding the following Floating Rate Payer Payment Date except that the first Calculation Period shall start on the Effective Date and the last Calculation Period shall end on the Termination Date or as otherwise specified in the Final Terms.

"**Underlying Reference Value Percentage**" means the percentage specified as such in the applicable Final Terms

"**Fund Securities Fees Factor**" is as defined in the relevant Final Terms.

(c) **Multi Underlying Reference Value Definitions**

"**Basket Value**" means, in respect of a MFP Valuation Date or a Fixing Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Underlying Reference Value for such Underlying Reference in respect of such MFP Valuation Date or Fixing Date multiplied by (b) the relevant Underlying Reference Weighting;

"**Basket Performance**" means, in respect of a MFP Valuation Date or a Fixing Date, the sum of the values calculated for each Underlying Reference in the Basket as (i) (a) the Underlying Reference Value for such Underlying Reference in respect of such MFP Valuation Date or Fixing Date multiplied by (b) the relevant Underlying Reference Weighting minus the Basket Performance Percentage or (ii) the Basket Performance Percentage minus (a) the Underlying Reference Value for such Underlying Reference in respect of such MFP Valuation Date or Fixing Date multiplied by (b) the relevant Underlying Reference Weighting;

"**Basket Performance Percentage**" means the percentage specified as such in the applicable Final Terms;

"**Best Intraday Value**" means, in respect of a MFP Valuation Date, the highest Underlying Reference Intraday Value for any Underlying Reference in the Basket in respect of such MFP Valuation Date;

"**Best Value**" means, in respect of a MFP Valuation Date, the highest Underlying Reference Value for any Underlying Reference in the Basket in respect of such MFP Valuation Date;

"**Rainbow Value**" means, in respect of a MFP Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Ranked Value for such Underlying Reference in respect of such MFP Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

"**Ranked Value**" means, in respect of a MFP Valuation Date, the Underlying Reference Value in respect of the Underlying Reference with the Ranking in respect of such MFP Valuation Date set out in the applicable Final Terms;

**"Ranking"** means, in respect of a MFP Valuation Date, the ordinal positioning of each Underlying Reference by Underlying Reference Value from lowest Underlying Reference Value to greatest Underlying Reference Value in respect of such MFP Valuation Date;

**"Worst Intraday Value"** means, in respect of a MFP Valuation Date, the lowest Underlying Reference Intraday Value for any Underlying Reference in respect of such MFP Valuation Date; and

**"Worst Value"** means, in respect of a MFP Valuation Date, the lowest Underlying Reference Value for any Underlying Reference in the Basket in respect of such MFP Valuation Date.

(d) **Underlying Reference Volatility Hedged Value**

**"Underlying Reference Volatility Hedged Value"** means, in respect of an ACT Day, the rate determined by the Calculation Agent in accordance with the following formula:

$$\begin{aligned} & \text{Underlying Reference Volatility Hedged Value}_t \\ &= \text{Underlying Reference Volatility Hedged Value}_{t-1} \times \left[ 1 + W_{t-1} \left( \frac{\text{BasketER}_t}{\text{BasketER}_{t-1}} - 1 \right) \right] \\ &+ (1 - W_{t-1}) \times \left( \text{Leverage Rate}_{t-1} \times \frac{\text{Act}_{(t-1,t)}}{360} \right) \times \left[ 1 - AF \times \frac{\text{Act}_{(t-1,t)}}{360} \right] \end{aligned}$$

provided that the Underlying Reference Volatility Hedged Value on the Strike Date is Underlying Reference Volatility Hedged Value<sub>0</sub>.

(e) **Underlying Reference Volatility Hedged Value Definitions**

**"ACT Day"** or **"t"** means each day that is an Underlying Reference Valuation Day and a Strategy Business Day.

**"Act<sub>(t-1,t)</sub>"** means, in respect of an ACT Day, the number of calendar days from (but excluding) the ACT Day immediately preceding such ACT Day to (and including) such ACT Day.

**"AF"** means the percentage specified as such in the applicable Final Terms.

**"Basket<sub>t-s</sub><sup>t\*</sup>"** means a hypothetical basket of Underlying References, which the Calculation Agent will use to determine the volatility of the Basket over the preceding twenty ACT Days where Vol20<sub>t</sub> applies or the preceding sixty ACT Days where Vol60<sub>t</sub> applies and is calculated in accordance with the following formula:

$$\text{Basket}_{t-s}^{t*} = \sum_{k=1}^n NS_k^t \times \text{Level}_{k,t-s}$$

**"BasketES<sub>0</sub>"** means 1.

**"BasketES<sub>t</sub>"** means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$\text{BasketER}_t = \text{BasketER}_{t-1} \times \left[ \frac{\text{Basket}_t}{\text{Basket}_{t-1}} - \text{Reference Rate}_{t-1} \times \frac{\text{Act}_{(t-1,t)}}{360} \right]$$

provided that BasketES<sub>t</sub> for the Initial ACT Day will be BasketES<sub>0</sub>.

**"BasketES<sub>t-1</sub>"** means, in respect of an ACT Day, the BasketES<sub>t</sub> for the ACT Day immediately preceding such day.

**"Basket<sub>t</sub>"** means, in respect of an ACT Day, the level determined by the Calculation Agent in accordance with the following formula:

$$Basket_t = Basket_{t-1} \times \left[ 1 + \sum_{k=1}^n P_k \left( \frac{Level_{k,t}}{Level_{k,t-1}} - 1 \right) \right]$$

provided that Basket<sub>t</sub> for the Initial ACT Day will be Basket Level<sub>0</sub>.

"**Basket<sub>t-1</sub>**" means, in respect of an ACT Day, Basket<sub>t</sub> for the ACT Day immediately preceding such day.

"**Basket Level<sub>0</sub>**" means 1.

"**Initial ACT Day**" means the day falling 60 ACT Days immediately preceding the Strike Date or if that is not an ACT Day and (i) if Preceding ACT Day is specified in the applicable Final Terms, the immediately preceding ACT Day or (ii) if Succeeding ACT Day is specified in the applicable Final Terms, the immediately succeeding ACT Day.

"**Level<sub>k,t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the Underlying Reference Closing Price Value in respect of such day, provided that, if there is no Underlying Reference Closing Price Value in respect of such day or such day is a Disrupted Day (in the case of Index Securities, Share Securities, ETI Securities, Debt Securities, Currency Securities or Futures Securities) (such day a "**Disrupted Level Day**"); and:

- (i) if "Following ACT Day" is specified in the applicable Final Terms, Level<sub>k,t</sub> will be the Underlying Reference Closing Price Value for the next succeeding ACT Day which is not a Disrupted Level Day; or
- (ii) if "Preceding ACT Day" is specified in the applicable Final Terms, Level<sub>k,t</sub> will be the Underlying Reference Closing Price Value for the immediately preceding ACT Day which is not a Disrupted Level Day.

"**Level<sub>k,t-1</sub>**" means, in respect of an Underlying Reference and an ACT Day, the Underlying Reference Closing Price Value on the immediately preceding ACT Day.

"**Leverage Floating Rate**" means, in respect of an ACT Day, the Leverage Floating Rate Option in respect of the Rate Calculation Date for such day appearing on the Leverage Floating Rate Option Page at the Leverage Floating Rate Option Calculation Time or if the relevant rate does not appear on such page at such time, the Leverage Floating Rate Option for such ACT Day shall be determined by the Calculation Agent at such time and from such source(s) as it may select acting in good faith and in a commercially reasonable manner.

"**Leverage Floating Rate Option**" means the relevant rate and designated maturity specified as such in the applicable Final Terms.

"**Leverage Floating Rate Option Page**" means the page or price source specified as such in the applicable Final Terms.

"**Leverage Floating Rate Option Time**" means the time specified as such in the applicable Final Terms.

"**Leverage Rate<sub>t-1</sub>**" means, in respect of an ACT Day, the fixed rate specified in the applicable Final Terms or the Leverage Floating Rate for such day as specified in the applicable Final Terms.

"**ln**" means natural logarithm.

"**Max Exposure**" means the percentage specified as such in the applicable Final Terms.

"**Min Exposure**" means the percentage specified as such in the applicable Final Terms.

"**n**" means the number of Underlying References in the Basket.

"**NSk<sub>t</sub>**" means, in respect of an Underlying Reference and an ACT Day, the amount determined by the Calculation Agent in accordance with the following formula:

$$NS_k^t = P_k \times \frac{Basket_t}{Level_{k,t}}$$

"**P<sub>k</sub>**" means the relevant Underlying Reference Weighting.

"**Rate Calculation Date**" means, in respect of an ACT Day, the first, second or third ACT Day preceding such day, as specified in the applicable Final Terms.

"**Reference Floating Rate**" means, in respect of an ACT Day, the Reference Floating Rate Option in respect of the Rate Calculation Date for such day appearing on the Reference Floating Rate Option Page at the Reference Floating Rate Option Calculation Time or if the relevant rate does not appear on such page at such time, the Reference Floating Rate Option for such ACT Day shall be determined by the Calculation Agent at such time and from such source(s) as it may select acting in good faith and in a commercially reasonable manner.

"**Reference Floating Rate Option**" means the relevant rate and designated maturity specified as such in the applicable Final Terms.

"**Reference Floating Rate Option Page**" means the page or price source specified as such in the applicable Final Terms.

"**Reference Floating Rate Option Time**" means the time specified as such in the applicable Final Terms.

"**Reference Rate<sub>t-1</sub>**" means, in respect of an ACT Day, the fixed rate specified in the applicable Final Terms or the Reference Floating Rate for such day as specified in the applicable Final Terms.

"**Strategy Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Strategy Business Day Centre(s).

"**Strategy Business Day Centre(s)**" means the place(s) specified as such in the applicable Final Terms.

"**Target Volatility**" means the percentage specified as such in the applicable Final Terms.

"**Tolerance**" means the percentage specified as such in the applicable Final Terms.

"**Underlying Reference Valuation Date**" means a calendar day, Business Day, Exchange Business Day, Hybrid Business Day, Scheduled Trading Day, Fund Business Day, Settlement Price Date, MFP Valuation Date or other day specified as such in the applicable Final Terms.

"**Underlying Reference Volatility Hedged Value<sub>0</sub>**" means 1.

"**Underlying Reference Volatility Hedged Value<sub>t-1</sub>**" means, in respect of an ACT Day, the Underlying Reference Volatility Hedged Value on the ACT Day immediately preceding such day.

"**W<sub>0</sub>**" means the percentage specified as such in the applicable Final Terms.

"**W<sub>t</sub>**" means, in respect of an ACT Day, the percentage determined by the Calculation Agent in accordance with the following formula:

$$W_t = \text{Min}(\text{Max Exposure}; W_t^*)$$

provided that  $W_t$  on the Strike Date is  $W_0$ .

" $W_t^{\text{Target}}$ " means, in respect of an ACT Day, the percentage determined by the Calculation Agent in accordance with the following formula:

$$W_t^{\text{Target}} = \text{Max} \left[ \frac{\text{Target Volatility}}{\text{Max}(\text{Vol}_{20_t}; \text{Vol}_{60_t})}; \text{Min Exposure} \right]$$

provided that  $W_t^{\text{Target}}$  on the Strike Date is  $W^{\text{Target}}_0$ .

" $W_{t-1}^{\text{Target}}$ " means, in respect of an ACT Day,  $W_t^{\text{Target}}$  on the ACT Day immediately preceding such day.

" $W_{t-1}$ " means, in respect of an ACT Day,  $W_t$  on the ACT Day immediately preceding such day.

If Lag 1 is specified in the applicable Final Terms and:

- (i)  $W_t > (1 + \text{Tolerance}) \times W_t^{\text{Target}}$  then " $W^*_{t+1}$ " means  $W_t^{\text{Target}}$ ;
- (ii)  $W_t < (1 - \text{Tolerance}) \times W_t^{\text{Target}}$  then " $W^*_{t+1}$ " means  $W_t^{\text{Target}}$ ; or
- (iii) Otherwise, " $W^*_{t+1}$ " means  $W_t$ .

If Lag 2 is specified in the applicable Final Terms then " $W^*_1 = W_1 = W_0$ " means the percentage specified as such in the applicable Final Terms.

If the weighting on the immediately following day (" $W_{t+1}$ ") is equal to  $W_t$  and:

- $W_t > (1 + \text{Tolerance}) \times W_t^{\text{Target}}$  then " $W^*_{t+2}$ " means  $W_t^{\text{Target}}$ ;
- $W_t < (1 - \text{Tolerance}) \times W_t^{\text{Target}}$  then " $W^*_{t+2}$ " means  $W_t^{\text{Target}}$ ; or
- Otherwise, " $W^*_{t+2}$ " means  $W_{t+1}$ .

If  $W_{t+1} \neq W_t$  and:

- (i)  $W_t > (1 + \text{Tolerance}) \times W_{t-1}^{\text{Target}}$  then " $W^*_{t+2}$ " means  $W_t^{\text{Target}}$ ;
- (ii)  $W_t < (1 - \text{Tolerance}) \times W_{t-1}^{\text{Target}}$  then " $W^*_{t+2}$ " means  $W_t^{\text{Target}}$ ; or
- (iii) Otherwise, " $W^*_{t+2}$ " means  $W_{t+1}$ .

" $W^{\text{Target}}_0$ " means the percentage specified as such in the applicable Final Terms.

## 8.2 Greatest Period Values for MFP Payouts and Entitlement Amounts

### (a) Mono Underlying Reference Value Definitions

"**Greatest Underlying Reference Intraday Value**" means, in respect of an Underlying Reference and a MFP Valuation Period, the highest Underlying Reference Intraday Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period; and

"**Greatest Underlying Reference Value**" means, in respect of an Underlying Reference and a MFP Valuation Period, the highest Underlying Reference Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period.

### (b) Multi Underlying Reference Value Definitions

"**Greatest Basket Value**" means, in respect of a MFP Valuation Period, the highest Basket Value for all the MFP Valuation Dates in such MFP Valuation Period;

**"Greatest Best Intraday Value"** means, in respect of a MFP Valuation Period, the highest Best Intraday Value for all the MFP Valuation Dates in such MFP Valuation Period;

**"Greatest Best Value"** means, in respect of a MFP Valuation Period, the highest Best Value for all the MFP Valuation Dates in such MFP Valuation Period;

**"Greatest Rainbow Value"** means, in respect of a MFP Valuation Period, the highest for all MFP Valuation Dates in such MFP Valuation Period of the relevant Rainbow Values;

**"Greatest Underlying Reference Value (Basket)"** means, in respect of an Underlying Reference in the Basket and a MFP Valuation Period, the highest Underlying Reference Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period;

**"Greatest Worst Value"** means, in respect of a MFP Valuation Period, the highest Worst Value for all the MFP Valuation Dates in such MFP Valuation Period; and

**"Worst Greatest Value"** means, in respect of a MFP Valuation Period, the lowest Greatest Underlying Reference Value (Basket) for any Underlying Reference in the Basket in respect of such MFP Valuation Period.

### 8.3 **Lowest Period Values for MFP Payouts and Entitlement Amounts**

#### (a) **Mono Underlying Reference Value Definitions**

**"Lowest Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the lowest Underlying Reference Intraday Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period; and

**"Lowest Underlying Reference Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the lowest Underlying Reference Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period.

#### (b) **Multi Underlying Reference Value Definitions**

**"Lowest Basket Value"** means, in respect of a MFP Valuation Period, the lowest Basket Value for all the MFP Valuation Dates in such MFP Valuation Period;

**"Lowest Best Value"** means, in respect of a MFP Valuation Period, the lowest Best Value for all the MFP Valuation Dates in such MFP Valuation Period;

**"Lowest Rainbow Value"** means, in respect of a MFP Valuation Period, the lowest for all MFP Valuation Dates in such MFP Valuation Period of the relevant Rainbow Values;

**"Lowest Worst Intraday Value"** means, in respect of a MFP Valuation Period, the lowest Worst Intraday Value for all the MFP Valuation Dates in such MFP Valuation Period; and

**"Lowest Worst Value"** means, in respect of a MFP Valuation Period, the lowest Worst Value for all the MFP Valuation Dates in such MFP Valuation Period.

### 8.4 **Average Values for MFP Payouts and Entitlement Amounts**

#### (a) **Mono Underlying Reference Value Definitions**

**"Average Underlying Reference TOM Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the arithmetic average of the Underlying Reference TOM Values for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period; and

**"Average Underlying Reference Value"** means, in respect of an Underlying Reference and a MFP Valuation Period, the arithmetic average of the Underlying Reference Value for such Underlying Reference for all the MFP Valuation Dates in such MFP Valuation Period;

(b) **Multi Underlying Reference Value Definitions**

"**Average Basket Value**" means, in respect of a MFP Valuation Period, the arithmetic average of the Basket Values for all the MFP Valuation Dates in such MFP Valuation Period;

"**Average Best Value**" means, in respect of a MFP Valuation Period, the arithmetic average of the Best Values for all the MFP Valuation Dates in such MFP Valuation Period;

"**Average Rainbow Value**" means, in respect of a MFP Valuation Period, the arithmetic average for all MFP Valuation Dates in such MFP Valuation Period of the relevant Rainbow Values; and

"**Average Worst Value**" means, in respect of a MFP Valuation Period, the arithmetic average of the Worst Values for all the MFP Valuation Dates in such MFP Valuation Period.

8.5 **Weighted Average Values for MFP Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

"**Weighted Average Underlying Reference Value**" means, in respect of an Underlying Reference and a MFP Valuation Period, the sum of the values calculated for all the MFP Valuation Dates in such MFP Valuation Period as (a) the Underlying Reference Value for such Underlying Reference for such MFP Valuation Date (b) multiplied by the relevant MFP Date Weighting.

(b) **Multi Underlying Reference Value Definitions**

"**Weighted Average Basket Value**" means, in respect of a MFP Valuation Period, the sum of the values calculated for all the MFP Valuation Dates in such MFP Valuation Period as (a) the Basket Value for such MFP Valuation Date (b) multiplied by the relevant MFP Date Weighting;

"**Weighted Average Best Value**" means, in respect of a MFP Valuation Period, the sum of the values calculated for all the MFP Valuation Dates in such MFP Valuation Period as (a) the Best Value for such MFP Valuation Date (b) multiplied by the relevant MFP Date Weighting;

"**Weighted Average Rainbow Value**" means, in respect of a MFP Valuation Period, the sum of the values calculated for all MFP Valuation Dates in such MFP Valuation Period as (a) the relevant Rainbow Values (b) multiplied by the relevant MFP Date Weighting; and

"**Weighted Average Worst Value**" means, in respect of a MFP Valuation Period, the sum of the values calculated for all the MFP Valuation Dates in such MFP Valuation Period as (a) the Worst Value for such MFP Valuation Date (b) multiplied by the relevant MFP Date Weighting.

9. **VALUES**

Any value specified in the applicable Final Terms and used in the calculation of Payout and/or Entitlement Amount or related provision may be subject to a cap of the Maximum Value and/or a floor of the Minimum Value, in each case specified in the applicable Final Terms.

10. **FORMULAS CONSTITUENTS AND COMPLETION**

The constituent parts (each a "**Formula Constituent**") of any formula (each a "**Formula**") used in the Formulas Conditions and which are to be specified in the applicable Final Terms may be replaced in the applicable Final Terms by the prescribed amount, level, percentage or other value, as applicable for such Formula Constituent.

If a Formula Constituent has a value of either 0 (zero) or 1 (one), or is not applicable in respect of the relevant Securities, then the related Formula may be simplified in the applicable Final Terms by deleting such Formula Constituent.

Any number or percentage to be specified in the applicable Final Terms for the purposes of these Formulas Conditions may be a positive or negative, as specified in the applicable Final Terms.

11. **CALCULATION AGENT**

Unless otherwise specified, the calculation or determination of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion required or permitted to be determined, formed or exercised pursuant to these Formulas Conditions will be calculated, determined, formed or exercised by the Calculation Agent.

Any calculation, determination, formation of any opinion or exercise of any discretion by the Calculation Agent pursuant to the Securities shall (in the absence of manifest error) be final and binding on the Issuer, the Guarantor and the Securityholders. Whenever the Calculation Agent is required to make any determination it may, to the extent permitted by any applicable law, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Securities, the Calculation Agent shall, unless otherwise specified, act in good faith and in a commercially reasonable manner. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or making any determination under the Securities shall not affect the validity or binding nature of any later performance or exercise of such obligation or determination, and none of the Calculation Agent, the Issuer or the Guarantor shall, in the absence of wilful misconduct and gross negligence, bear any liability (to the extent permitted by any applicable law) in respect of, or consequent upon, any such delay, deferral or forbearance.

## ANNEX 2

### ADDITIONAL TERMS AND CONDITIONS FOR INDEX SECURITIES

If specified as applicable in the applicable Final Terms the terms and conditions applicable to Securities specified in the applicable Final Terms as Index Securities shall comprise terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Index Securities set out below (the "**Index Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Index Security Conditions, the Index Security provisions shall prevail.

#### 1. Definitions

"**Basket of Indices**" means a basket composed of each Index specified in the applicable Final Terms in the weightings specified in the applicable Final Terms;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Level**" means, in respect of an Index and a Scheduled Trading Day, either (i) the official closing level of such Index or (ii) the exchange delivery settlement price or its equivalent from exchange to exchange, on such day, as indicated in the Final Terms and as determined by the Calculation Agent, subject as provided in Index Security Condition 3 (*Adjustments to an Index*);

"**Component Security**" means, in respect of a Composite Index, each component security of such Index;

"**Component Security Index**" means any Index specified as such in the applicable Final Terms or, if not so specified, any Index which the Calculation Agent determines to be such an Index;

"**Composite Index**" means any Index which is either a Component Security Index or a Multi-Exchange Index;

"**Disrupted Day**" means:

- (a) in respect of any Composite Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of such Index, (ii) the Related Exchange fails to open for trading during its regular trading session, or (iii) a Market Disruption Event has occurred; and
- (b) in respect of an Index that is not a Composite Index, any Scheduled Trading Day on which (i) the relevant Exchange and/or any Related Exchange fails to open for trading during its regular trading session or (ii) a Market Disruption Event has occurred;

"**Early Closure**" means:

- (a) in respect of a Composite Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and
- (b) in the case of an Index which is not a Composite Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time

unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

**"Exchange"** means:

- (a) in the case of a Composite Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent; and
- (b) in the case of any Index which is not a Composite Index, in respect of such Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange);

**"Exchange Business Day"** means either (a) in the case of a single Index, Exchange Business Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Exchange Business Day (All Indices Basis) or (ii) Exchange Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Exchange Business Day (All Indices Basis) shall apply;

**"Exchange Business Day (All Indices Basis)"** means any Scheduled Trading Day on which

- (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, in respect of such Indices are open for trading during their respective regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time; or
- (b) in respect of any Composite Indices:
  - (i) the Index Sponsor publishes the level of such Composite Indices and
  - (ii) either:
    - (A) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Indices is open for trading during its regular trading session; or
    - (B) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Indices is open for trading during its regular trading session

in each case, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

**"Exchange Business Day (Per Index Basis)"** means, in respect of an Index, any Scheduled Trading Day on which:

- (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are open for trading during their regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; or
- (b) in respect of a Composite Index:
  - (i) the relevant Index Sponsor publishes the level of such Composite Index; and

- (ii) either:
  - (A) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is open for trading during its regular trading session; or
  - (B) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is open for trading during its regular trading session.

in each case, notwithstanding such Exchange(s) or Related Exchange(s) closing prior to its Scheduled Closing Time;

**"Exchange Business Day (Single Index Basis)"** means any Scheduled Trading Day on which:

- (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are open for trading during their regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time; or
- (b) in respect of a Composite Index:
  - (i) the relevant Index Sponsor publishes the level of such Composite Index; and
  - (ii) either:
    - (A) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is open for trading during its regular trading session; or
    - (B) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is open for trading during its regular trading session.

in each case, notwithstanding such Exchange(s) or Related Exchange(s) closing prior to its Scheduled Closing Time;

**"Exchange Disruption"** means:

- (a) in respect of a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Component Security on the Exchange in respect of such Component Security or (ii) in futures or options contracts relating to such Index on the Related Exchange; and
- (b) in the case of an Index which is not a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange;

**"Index"** and **"Indices"** mean, subject to adjustment in accordance with this Annex 2, the index or indices specified in the applicable Final Terms and related expressions shall be construed accordingly;

**"Index Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

**"Index Sponsor"** means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular

basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms;

**"Intraday Level"** means, in respect of an Index and any time on a Scheduled Trading Day, the level of such Index at such time on such day as determined by the Calculation Agent, subject as provided in Index Security Condition 3 (*Adjustments to an Index*);

**"Multi-Exchange Index"** means any Index specified as such in the applicable Final Terms, or if not so specified, any Index which the Calculation Agent determines to be such an Index;

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index;

**"Scheduled Trading Day"** means either (a) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Scheduled Trading Day (All Indices Basis) or (ii) Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Trading Day (All Indices Basis) shall apply;

**"Scheduled Trading Day (All Indices Basis)"** means any day on which:

- (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, in respect of such Indices are scheduled to be open for trading during their respective regular trading session(s); or
- (b) in respect of any Composite Indices:
  - (i) the Index Sponsor is scheduled to publish the level of such Composite Indices; and
  - (ii) either:
    - (A) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Indices is open for trading during its regular trading session; or
    - (B) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Indices is scheduled to be open for trading during its regular trading session;

**"Scheduled Trading Day (Per Index Basis)"** means, in respect of an Index, any day on which:

- (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are scheduled to be open for trading during their respective regular trading session(s); or
- (b) in respect of a Composite Index:
  - (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index; and
  - (ii) either:

- (A) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is open for trading during its regular trading session; or
- (B) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is scheduled to be open for trading during its regular trading session;

**"Scheduled Trading Day (Single Index Basis)"** means any day on which:

- (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are scheduled to be open for trading during their respective regular trading session(s); or
- (b) in respect of a Composite Index:
  - (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index; and
  - (ii) either:
    - (A) unless Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Related Exchange in respect of such Composite Index is open for trading during its regular trading session; or
    - (B) if Exchange/Related Exchange is specified as applicable in the applicable Final Terms, each Exchange and each Related Exchange, if any, in respect of such Composite Index is scheduled to be open for trading during its regular trading session;

**"Settlement Cycle"** means, in respect of an Index, the period of Clearance System Days following a trade in the security comprising such Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms, in relation to each Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2 and as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be:

- (a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value on the same basis as the Exercise Price) equal to the official closing level or official opening level, as specified in the applicable Final Terms, for such Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and
- (b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value on the same basis as the Exercise Price) equal to the official closing level or official opening level, as specified in the applicable Final Terms, of the Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date;

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be, or if the Securities are Single Final Payout - Leverage Factor Securities, an Exchange Business Day and the Valuation Date; and

**"Trading Disruption"** means:

- (a) in respect of a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
  - (i) relating to any Component Security on the Exchange in respect of such Component Security;
  - or (ii) in futures or options contracts relating to such Index on the Related Exchange; and
- (b) in the case of an Index which is not a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index; or (ii) in futures or options contracts relating to the relevant Index on any relevant Related Exchange.

## 2. **Market Disruption**

**"Market Disruption Event"** means:

- (a) in respect of a Composite Index either:
  - (i) A. the occurrence or existence, in respect of any Component Security, of:
    - (A) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
    - (B) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
    - (C) an Early Closure in respect of such Component Security; and
  - B. in respect of a Multi-Exchange Index only, the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to such Index, of: (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure, in each case in respect of such futures or options contracts.

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

- (b) in the case of Indices other than Composite Indices, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a

security included in such Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (A) the portion of the level of such Index attributable to that security and (B) the overall level of such Index, in each case immediately before the occurrence of such Market Disruption Event.

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Expiration Valuation Date or a Valuation Date, as the case may be.

### 3. Adjustments to an Index

#### 3.1 Successor Index Sponsor Calculates and Reports an Index

If a relevant Index is (a) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Calculation Agent, or (b) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the "**Successor Index**") will be deemed to be the Index.

#### 3.2 Modification and Cessation of Calculation of an Index

If (a) on or prior to the Strike Date, the last Averaging Date, the last Observation Date or the last Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**"), or (b) on the Strike Date, an Averaging Date, an Observation Date or a Valuation Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"), then:

- (a) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Securities and, if so, shall calculate the relevant value, level or price using, *in lieu* of a published level for that Index, the level for that Index as at the Valuation Time on that Strike Date, that Valuation Date, that Observation Date or that Averaging Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (b) the Calculation Agent may replace the relevant Index with a new similar index, multiplied, if need be by a linking coefficient to ensure continuity in the condition of the underlying of the Securities; or
- (c) the Issuer may cancel the Warrants by giving notice to Securityholders in accordance with Security Condition 8. If the Warrants are so cancelled, the Issuer will:
  - (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
  - (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2;

- (iii) if the Calculation Agent determines that such Index Adjustment Event constitutes a *force majeure*, and if Index Security Condition 3.2(c)(iii) is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder, which amount shall be equal to the fair market value of a Warrant or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or
- (iv) otherwise, pay an amount to each Securityholder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, being cancelled at an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Index Adjustment Event less, unless Unwind Costs is specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payment being made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

### 3.3 Notice

The Calculation Agent shall, as soon as practicable, notify the Fiscal Agent of any determination made by it pursuant to paragraph 3.2 above and the action proposed to be taken in relation thereto and such the Fiscal Agent, shall make available for inspection by Securityholders copies of any such determinations.

## 4. Correction of Index

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor, (a) in respect of a Composite Index, no later than five Business Days following the date of the original publication, or (b) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## 5. Futures Price Valuation

- 5.1 If "Futures Price Valuation" is specified as applicable in relation to an Index in the applicable Final Terms, in respect of such Index, the following provisions shall apply to these Index Security Conditions:

"**First Traded Price**" means, in relation to each Cash Settled Security or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2:

- (a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price) equal to the Actual First Traded Price of the relevant Current Exchange-traded Contract in respect of such Index as determined by the Calculation Agent on the relevant Settlement Price Date, multiplied by the relevant Weighting; and
- (b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price) equal to the Actual First Traded

Price of the relevant Current Exchange-traded Contract in respect of the Index as determined by the Calculation Agent on the relevant Settlement Price Date.

**"Settlement Price"** means, in relation to each Security or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 2:

- (a) in the case of Index Securities relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price) equal to the Official Settlement Price of the relevant Current Exchange-traded Contract in respect of such Index as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and
- (b) in the case of Index Securities relating to a single Index, an amount (which shall be deemed to be a monetary value in the same currency as the Exercise Price) equal to the Official Settlement Price of the relevant Current Exchange-traded Contract in respect of the Index as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date.

For the purposes of determining whether a day is a Scheduled Trading Day where Futures Price Valuation applies in relation to any Index or (in the case of a Basket of Indices) any constituent Index any reference to such Index or constituent Index in the definition of Scheduled Trading Day will be deemed not to apply and instead a Scheduled Trading Day must be a day on which the Official Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the Actual First Traded Price, as applicable, is scheduled to be published by the relevant Futures or Options Exchange in relation to each such Index to which Futures Price Valuation applies.

Where Futures Price Valuation applies in relation to any Index or (in the case of a Basket of Indices) any constituent Index, an Exchange Business Day must be a day on which the relevant Futures or Options Exchange in relation to each such Index is open for trading during their regular trading session(s), notwithstanding any such Futures or Options Exchange closing prior to its scheduled weekday closing time on such Exchange Business Day, without regard to after hours or any other trading outside of the regular trading session hours.

The Disrupted Day provisions in the Security Conditions and/or these Index Security Conditions will not apply in relation to any Index or (in the case of a Basket of Indices, any Index comprising the Basket of Indices) in respect of which Futures Price Valuation applies, unless (other than in the case Single Final Payout - Leverage Factor Securities) there is a Non-Commencement or Discontinuance of an Exchange-traded Contract, in which case the Disrupted Day provisions will apply to the relevant Index or constituent Index.

For these purposes:

**"Actual First Traded Price"** means the price at which the relevant Exchange-traded Contract is first traded on the relevant Futures or Options Exchange or its clearing house after 5:29:59 p.m. (Central European Time) as appearing first on the list of prices for such time published on the Relevant Futures or Options Exchange Website (as specified in the applicable Final Terms) or the Relevant FTP Screen Page (as specified in the applicable Final Terms), as applicable, or, if such Relevant Futures or Options Exchange Website or Relevant FTP Screen Page is not available, such replacement website or page as the Calculation Agent shall select or, subject to Index Security Condition 5.4 (*Non-Commencement or Discontinuance of an Exchange-traded Contract*), if the Relevant Futures or Options Exchange Website or Relevant FTP Screen Page is not available and the Calculation Agent determines that no replacement website or page exists or no such price is published after such time, the price determined by the Calculation Agent in good faith and in a commercially reasonable manner by reference to such sources as it considers appropriate.

**"Current Exchange-traded Contract"** means (a) if the Securities are not Rolling Futures Contract Securities, the Exchange-traded Contract and (b) if the Securities are Rolling Futures Contract Securities,

the futures contract determined pursuant to Index Security Condition 5.2 (*Rolling Futures Contract Securities*) below.

**"Exchange-traded Contract"** means, in relation to an Index, the futures or options contract(s) specified as such for the Index in the applicable Final Terms, in each case, identified by reference to (a) the Index to which it relates, (b) the Futures or Options Exchange on which each such contract is traded and (c) (i) if the Securities are not Rolling Futures Contract Securities, the delivery or expiry month of such contract or (ii) if the Securities are Rolling Futures Contract Securities, the specified period of each such contract and the Futures Rollover Date.

**"Futures or Options Exchange"** means, in respect of an Index, the relevant exchange specified in the description of the Exchange-traded Contract for such Index in the applicable Final Terms.

**"Futures Rollover Date"** means either:

- (a) the date specified as such in the applicable Final Terms; or
- (b) the date selected by the Calculation Agent acting in good faith and a commercially reasonable manner within the period ("**Futures Rollover Period**") specified in the applicable Final Terms.

**"Non-Commencement or Discontinuance of an Exchange-traded Contract"** means there is no Official Settlement Price or, if First Traded Price Applicable is specified in the applicable Final Terms, the Actual First Traded Price, as applicable, as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to Valuation Date, Observation Date, Averaging Date or other date for valuation or observation or other relevant date, as the case may be, of the relevant Index.

**"Official Settlement Price"** means the official settlement price (howsoever described under the rules of the relevant Futures or Options Exchange or its clearing house) of the relevant Exchange-traded Contract published by the relevant Futures or Options Exchange or its clearing house and as determined by the Calculation Agent.

## 5.2 Rolling Futures Contract Securities

If the applicable Final Terms specify that the Securities are "Rolling Futures Contract Securities", the Securities will be valued by reference to futures contracts relating to the Index that have delivery or expiry months that do not correspond with the term of the Securities. In such case, on or prior to the Issue Date, the Calculation Agent will select an Exchange-traded Contract and for each following day until the Futures Rollover Date such futures contract will be the Current Exchange-traded Contract. On each Futures Rollover Date the Calculation Agent will select another Exchange-traded Contract and such contract shall be the Current Exchange-traded Contract until the next occurring Futures Rollover Date. Notwithstanding the provisions of 5.3 (*Adjustments to an Exchange-traded Contract*) or 5.4 (*Non-Commencement or Discontinuance of an Exchange-traded Contract*) if on a Futures Rollover Date a Non-Commencement or Discontinuance of an Exchange-traded Contract occurs and it is impossible or materially impracticable for the Calculation Agent to select an Exchange-traded Contract and/or, unless Related Hedging is specified as not applicable in the applicable Final Terms, at such time hedge the Issuer's obligations in respect of the Securities, then the Issuer may cancel the Warrants by giving notice to Securityholders in accordance with Security Condition 8. If the Warrants are so cancelled, the Issuer will:

- (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
- (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2; or

- (iii) if the Calculation Agent determines that such Non-Commencement or Discontinuance of an Exchange-traded Contract constitutes a *force majeure*, and if Index Security Condition 5.2(iii) is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), cancel all but not some only of the Securities and pay to each Securityholder an amount in respect of each Security held by such Securityholder, which amount shall be equal to the fair market value of a Warrant or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation;
- (iv) otherwise, pay an amount to each Securityholder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him which amount shall be equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract less, unless Unwind Costs is specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payment being made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

### 5.3 Adjustments to an Exchange-traded Contract

Without duplication of Index Security Condition 3 (*Adjustments to an Index*) or Index Security Condition 4 (*Correction of Index*) (which shall govern in the event of a conflict), in the event that the terms of an Exchange-traded Contract are changed or modified by the Futures or Options Exchange, the Calculation Agent shall make the appropriate adjustment, if any, to any of the Conditions and/or the applicable Final Terms to account for such change or modification.

### 5.4 Non-Commencement or Discontinuance of an Exchange-traded Contract

Where there is a Non-Commencement or Discontinuance of an Exchange-traded Contract, the Official Settlement Price or Actual First Traded Price, as applicable, for any Valuation Date, Observation Date, Averaging Date or any other relevant date for valuation or observation, as the case may be, of the relevant Index shall be deemed to be the level of the relevant Index at the close of the regular trading session on the relevant Exchange or, in the case of a Composite Index, the time at which the official closing level of the Index is calculated and published by the Index Sponsor, in each case on the Valuation Date, Observation Date, Averaging Date or other relevant date.

Notwithstanding the foregoing, if in respect of Single Final Payout - Leverage Factor Securities, if on any Exchange Business Day a Non-Commencement or Discontinuance of an Exchange-traded Contract occurs, then the Issuer may cancel the Warrants by giving notice to Securityholders in accordance with Security Condition 8. If the Warrants are so cancelled, the Issuer will:

- (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
- (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2;
- (iii) if the Calculation Agent determines that such Non-Commencement or Discontinuance of an Exchange-traded Contract constitutes a *force majeure*, and if Index Security Condition 5.4(iii) is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), cancel all, but not some only of the Warrants and pay to each Securityholder an amount in respect of each Security or, if Units are specified

as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder, which amount shall be equal to the fair market value of a Warrant or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or

- (iv) otherwise, pay an amount to each Securityholder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, being cancelled at an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract less, unless Unwind Costs is specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payment being made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

#### 5.5 **Correction of the Official Settlement Price or Actual First Traded Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the Official Settlement Price or Actual First Traded Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Futures or Options Exchange, (a) in respect of a Composite Index, no later than five Business Days following the date of the original publication, or (b) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the Official Settlement Price or Actual First Traded Price, as applicable, to be used shall be the Official Settlement Price or Actual First Traded Price, as applicable, as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## ANNEX 3

### ADDITIONAL TERMS AND CONDITIONS FOR SHARE SECURITIES

If specified as applicable in the applicable Final Terms the terms and conditions applicable to Securities specified in the applicable Final Terms as Share Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Share Securities set out below (the "**Share Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Share Security Conditions, the Share Security Conditions shall prevail.

#### 1. Definitions

"**Basket Company**" means each company specified as such in the applicable Final Terms and "**Basket Companies**" means all such companies;

"**Basket of Shares**" means (a) a basket composed of Shares of each Basket Company specified in the applicable Final Terms in the weightings or numbers of Shares of each Basket Company specified in the applicable Final Terms or (b) a Relative Performance Basket;

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant Share;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Price**" means, in respect of a Share and a Scheduled Trading Day:

- (i) if AQR is not specified as applicable in the applicable Final Terms, the official closing price of such Share on such day as determined by the Calculation Agent, subject as provided in Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 5 (*Extraordinary Events*) (as amended where "GDR/ADR" is specified as applicable); or
- (ii) If AQR is specified as applicable in the applicable final terms and (a) if Averaging is not specified in the applicable Final Terms, the volume-weighted average price of the Share on the Exchange on such day as displayed on the appropriate Bloomberg screen using function "AQR", subject to custom condition "Automatic Trade" on the Bloomberg information system (or any future successor screen page or information system) on the relevant Settlement Price Date at the Valuation Time indicated in the applicable Final Terms, or (b) if Averaging is specified as applicable in the applicable Final Terms, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the volume-weighted average price of the Share on the Exchange as displayed on the appropriate Bloomberg screen using function "AQR", subject to custom condition "Automatic Trade" on the Bloomberg information system (or any future successor screen page or information system) on each of the Averaging Dates at the Valuation Time indicated in the applicable Final Terms (in both cases under (a) and (b), the "**VWA Closing Price**"), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Closing Price, all as determined by or on behalf of the Calculation Agent acting in good faith and in a commercially reasonable manner.

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or such Related

Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day;

**"Exchange"** means, in respect of a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange);

**"Exchange Business Day"** means either (a) in the case of a single Share, Exchange Business Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Exchange Business Day (All Shares Basis) or (ii) Exchange Business Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Share Basis) shall apply;

**"Exchange Business Day (All Shares Basis)"** means, in respect of a Basket of Shares, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Per Share Basis)"** means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Single Share Basis)"** means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, the Share(s) on the Exchange or (b) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the Share(s) on any relevant Related Exchange;

**"Extraordinary Event Effective Date"** means, in respect of an Extraordinary Event, the date on which such Extraordinary Event occurs, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Intraday Price"** means, in respect of a Share and any time on a Scheduled Trading Day, the published or quoted price of such Share at such time on such day as determined by the Calculation Agent, subject as provided in Share Security Condition 3 (*Potential Adjustment Events*) and Share Security Condition 5 (*Extraordinary Events*) (as amended where "GDR/ADR" is specified as applicable);

**"Italian Securities Reference Price"** means the *Prezzo di Riferimento*, which means, in relation to a Share and a Scheduled Trading Day, the price for such Share published by the Italian Stock Exchange at the close of trading for such day and having the meaning ascribed thereto in the Rules of the Market organised and managed by the Italian Stock Exchange, as such Rules may be amended by the Borsa Italiana S.p.A. from time to time;

**"Related Exchange"** means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share;

**"Relative Performance Basket"** means a basket composed of Shares of each Basket Company specified in the applicable Final Terms where no weighting shall be applicable and where the Cash Settlement Amount shall be determined by reference to the Share which is either (a) the best performing, or (b) the worst performing, in each case as specified in the applicable Final Terms;

**"Scheduled Trading Day"** means either (a) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Scheduled Trading Day (All Shares Basis) or (ii) Scheduled Trading Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Scheduled Trading Day (Per Share Basis) shall apply;

**"Scheduled Trading Day (All Shares Basis)"** means, in respect of a Basket of Shares, any day on which each Exchange and each Related Exchange are scheduled to be open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s);

**"Scheduled Trading Day (Per Share Basis)"** means, in respect of a Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such Share are scheduled to be open for trading during their respective regular trading session(s);

**"Scheduled Trading Day (Single Share Basis)"** means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

**"Settlement Cycle"** means in respect of a Share, the period of Clearance System Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, in relation to each Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, subject to the provisions of this Annex 3 and as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be:

- (a) in the case of Share Securities relating to a Basket of Shares and in respect of each Share comprising the Basket of Shares, an amount equal to the official closing price or the Italian Securities Reference Price, as specified in the applicable Final Terms, (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date, or, other than in the case of Single Final Payout - Leverage Factor Securities, if in the opinion of the Calculation Agent, any such official closing price or Italian Securities Reference Price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such Share whose official closing price or Italian Securities Reference Price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined by the Calculation Agent, acting in good faith and a commercially reasonable manner, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of such Share (or on such other factors as the Calculation Agent shall decide), multiplied by the relevant Weighting, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent acting in good faith and in a commercially reasonable manner; and

- (b) in the case of Share Securities relating to a single Share, an amount equal to, as specified in the applicable Final Terms:
- (i) if AQR is not specified as applicable in the applicable Final Terms, the official closing price or the Italian Securities Reference Price, as specified in the applicable Final Terms, (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date, or, other than in the case of Single Final Payout - Leverage Factor Securities, if, in the opinion of the Calculation Agent, any such official closing price or Italian Securities Reference Price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the Share determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share (or on such other factors as the Calculation Agent shall decide), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent acting in good faith and in a commercially reasonable manner; or
- (ii) If AQR is specified as applicable in the applicable final terms and (a) if Averaging is not specified as applicable in the applicable Final Terms, the volume-weighted average price of the Share on the Exchange as displayed on the appropriate Bloomberg screen using function "AQR", subject to custom condition "Automatic Trade" on the Bloomberg information system (or any future successor screen page or information system) on the relevant Settlement Price Date at the Valuation Time indicated in the applicable Final Terms, or (b) if Averaging is specified as applicable in the applicable Final Terms, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the volume-weighted average price of the Share on the Exchange as displayed on the appropriate Bloomberg screen using function "AQR", subject to custom condition "Automatic Trade" on the Bloomberg information system (or any future successor screen page or information system) on each of the Averaging Dates at the Valuation Time indicated in the applicable Final Terms (in both cases under (a) and (b), the "**VWA Settlement Price**"), such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent acting in good faith and in a commercially reasonable manner.

"**Settlement Price Date**" means the Strike Date, an Observation Date or the Valuation Date, as the case may be, or if the Securities are Single Final Payout - Leverage Factor Securities, an Exchange Business Day and the Valuation Date;

"**Shares**" and "**Share**" mean, subject to adjustment in accordance with this Annex 3, in the case of an issue of Securities relating to a Basket of Shares, each share and, in the case of an issue of Securities relating to a single Share, the share, specified in the applicable Final Terms and related expressions shall be construed accordingly;

"**Share Company**" means, in the case of an issue of Securities relating to a single Share, the company that has issued such Share;

**"Share Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle; and

**"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (a) relating to the Share on the Exchange; or (b) in futures or options contracts relating to the Share on any relevant Related Exchange.

2. **Market Disruption**

**"Market Disruption Event"** means, in relation to Securities relating to a single Share or a Basket of Shares, in respect of a Share, the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Expiration Valuation Date or a Valuation Date as the case may be.

3. **Potential Adjustments Events**

**"Potential Adjustment Event"** means any of the following:

- (a) a subdivision, consolidation or reclassification of the relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Shares of (i) such Shares or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Basket Company or Share Company, as the case may be, equally or proportionately with such payments to holders of such Shares or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Basket Company or Share Company, as the case may be, as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;
- (e) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (f) in respect of a Basket Company or Share Company, as the case may be, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, as the case may be, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, certificates, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (g) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

**"Potential Adjustment Event Effective Date"** means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant Basket Company or Share Company, as the case may be, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

Following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (a) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (b) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

Notwithstanding the foregoing, the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*), stating the adjustment to any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

#### 4. **Dividend Event**

If "Dividend Protection" is specified as being applicable in the applicable Final Terms, upon the occurrence of a Dividend Event during the period from, but excluding, the Issue Date, to, and including, the Exercise Date as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, the Calculation Agent may, acting in good faith and in a commercially reasonable manner, and unless otherwise provided in the Final Terms, adjust the values and level indicated in the applicable Final Terms by multiplying such levels by the Adjustment Factor K (rounded to the fourth decimal digit).

Upon the making of any such adjustments, the Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) stating the occurrence of the Dividend Event and providing details of the relevant adjustments, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

Where:

**"Actual Dividend"** means, in respect of any Business Day (i) if the distribution is made in cash, 100% of the gross cash dividend per Share declared by the Share Company, as the case may be, to holders of record of a Share and for which the Ex-Dividend Date falls on such Business Day; and (ii) if the distribution is made otherwise, a dividend amount per share as determined by the Calculation Agent as equal to the fair market value of the distributed assets on the relevant Ex-Dividend Date and for which the Ex-Dividend Date falls on such day; and (iii) if no distribution is made for which the Ex-Dividend Date falls on such Business Day, zero.

Where a distribution is announced which may, at the election of the relevant shareholder, be satisfied by a payment of cash or a distribution of shares, the distribution shall be treated as a cash dividend in an amount equal to such cash amount.

**"Adjustment Factor K"** means the factor calculated in accordance with the following formula and rounded to the eight decimal digit:

$$\text{Adjustment Factor K} = \frac{\text{Cum Reference Price} - \text{Actual Dividend}}{\text{Cum Reference Price} - \text{Scheduled Dividend}}$$

"**Cap Level**" is as defined in the applicable Final Terms.

"**Cum Reference Price**" means the official closing price of the Shares on the Exchange Business Day preceding the Ex-Dividend Date.

"**Dividend Event**" means that on any Business Day either:

- (i) the Actual Dividend declared by the Share Company, in respect of the Share in relation to which the Ex-Dividend Date falls on such Business Day differs from the amount of the Scheduled Dividend for such Business Day; or
- (ii) the Scheduled Dividend for such Business Day is greater than zero, but there is no Actual Dividend declared by the Share Company, in relation to which the Ex-Dividend Date falls on such Business Day.

"**Ex-Dividend Date**" means either (i) the first Business Day following the declaration of a distribution on which a holder of a Share on such Business Day is not entitled to receive such distribution or (ii) each Scheduled Ex-Date.

"**Scheduled Dividend**" is as defined in the applicable Final Terms.

"**Scheduled Ex-Date**" is as defined in the applicable Final Terms.

## 5. **Extraordinary Events**

- 5.1 The occurrence of any of De-Listing, Insolvency, Merger Event, Nationalisation, Tender Offer (unless Tender Offer is specified as not applicable in the applicable Final Terms), or, if specified as applicable in the applicable Final Terms, Illiquidity, Listing Change, Listing Suspension or CSR Event, as the case may be, shall be deemed to be an "**Extraordinary Event**", the consequences of which are set forth in Share Security Condition 5.2 (*Consequences of the occurrence of an Extraordinary Event*):

"**CSR Event**" means, in respect of Share Securities relating to a Basket of Shares, any negative change in any Non-Financial Rating of a Basket Company when compared to such Non-Financial Rating as at the Issue Date of the first tranche of the Series, if such change is material, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

"**De-Listing**" means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on (a) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or (b) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

"**Illiquidity**" means, in respect of Share Securities relating to a Basket of Shares, that, in the determination of the Calculation Agent, during any period of five consecutive Scheduled Trading Days falling after the Issue Date (the "**Relevant Period**"), (a) the difference between the bid prices and the ask prices in respect of a Share during the Relevant Period is greater than 1 per cent. (on average), and/or (b) the average purchase price or the average selling price, determined by the Calculation Agent from the order book of the relevant Share on the relevant Exchange during the Relevant Period, in relation to the purchase or sale of Shares with a value equal to or greater than EUR 10,000.00, is greater than MID plus 1 per cent. (in relation to a purchase of Shares) or lower than the MID minus 1 per cent. (in relation to a sale of Shares). For these purposes, "**MID**" means an amount equal to (i) the sum of the bid price and the ask price, in each case for the relevant Share at the relevant time, (ii) divided by two.

"**Insolvency**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Basket Company or Share

Company, as the case may be, (a) all the Shares of that Basket Company or Share Company, as the case may be, are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Shares of that Basket Company or Share Company, as the case may be, become legally prohibited from transferring them.

**"Listing Change"** means, in respect of any relevant Shares, that such Shares cease (or will cease) to be listed, traded or publicly quoted on the listing compartment or the relevant market of the Exchange on which such Shares were listed, traded or publicly quoted on the Issue Date of the relevant Securities, for any reason (other than a Merger Event or Tender Offer).

**"Listing Suspension"** means, in respect of any relevant Shares, that the listing of such Shares on the Exchange has been suspended.

**"Merger Event"** means, in respect of any relevant Shares, any:

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

in each case if the relevant Extraordinary Event Effective Date is on or before (i) in the case of Cash Settled Securities, the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the relevant Security or (ii) in the case of Physical Delivery Securities, the relevant Settlement Date.

**"Nationalisation"** means that all the Shares or all or substantially all the assets of the Basket Company or Share Company, as the case may be, are nationalised, expropriated or are otherwise transferred to any governmental agency, authority, entity or instrumentality thereof.

**"Non-Financial Rating"** means the rating assigned to the Basket Company by the relevant non-financial rating agency being an entity assigning ratings based on corporate social responsibility including corporate governance and ethical business conduct, social and human resources policy, environmental protection policy and social initiatives (each such agency, a **"Non-Financial Rating Agency"**).

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares of the Basket Company or Share Company, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

## 5.2 Consequences of the occurrence of an Extraordinary Event:

If an Extraordinary Event occurs in relation to a Share, the Issuer may take any of the relevant actions described in (a), (c) or (d) (in the case of Securities relating to either a single Share or a Basket of Shares), or (b) or (e) (in the case of Securities relating to a Basket of Shares) as it deems appropriate:

- (a) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Securities. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary Event made by any options exchange to options on the Shares traded on that options exchange. In addition, in relation to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares in accordance with the provisions of sub-paragraph 5.2(e) below;
- (b) in the case of Share Securities relating to a Basket of Shares, cancel the Warrants in part by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*). If the Securities are so cancelled in part the portion (the "**Settled Amount**") of each Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, representing the affected Share(s) shall be settled and the Issuer will:
  - (i) if Highest Value is specified as applicable in the applicable Final Terms, pay to each Securityholder the Settled Amount in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
  - (ii) if Market Value is specified as applicable in the applicable Final Terms, pay to each Securityholder the Settled Amount in respect of each Security held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2; or
  - (iii) if the Calculation Agent determines that such Extraordinary Event constitutes a *force majeure*, and if Share Security Condition 5.2(b)(iii) is specified in the applicable Final Terms, pay to each Securityholder the Settled Amount in respect of each Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder, which amount shall be equal to the fair market value of a Warrant or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Warrants at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or
  - (iv) otherwise, pay to each Securityholder in respect of each Security or Unit, as the case may be, held by him an amount equal to the fair market value of the Settled Amount taking into account the relevant Extraordinary Event, less, unless if Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner; and
  - (v) require the Calculation Agent to determine acting in good faith and in a commercially reasonable manner the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or

any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for such cancellation in part.

For the avoidance of doubt the remaining part of each Security or Unit, as the case may be, after such cancellation and adjustment shall remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*);

- (c) on giving notice to Securityholders in accordance with Security Condition 8, cancel all but not some only of the Warrants, or if Units are specified in the applicable Final Terms, Units, as the case may be, and:
  - (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
  - (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2;
  - (iii) if the Calculation Agent determines that such Extraordinary Event constitutes a *force majeure*, and if Share Security Condition 5.2(c)(iii) is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder, which amount shall be equal to the fair market value of a Warrant or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or
  - (iv) otherwise, by payment of an amount equal to the fair market value of a Warrant or Unit, as the case may be, taking into account the relevant Extraordinary Event, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, plus if already paid, the Exercise Price, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payment being made in such manner as shall be notified to the Holders in accordance with Security Condition 8 (*Notices*); or
- (d) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event,

that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

- (e) on or after the relevant Extraordinary Event Effective Date, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each, a "**Substitute Share**") for each Share (each, an "**Affected Share**") of each Basket Company (each, an "**Affected Basket Company**") which is affected by such Extraordinary Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that the Exercise Price will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Exercise Price} = A \times (B/C)$$

where:

"**A**" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"**B**" is the Exercise Price of the relevant Affected Share; and

"**C**" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") acting in good faith and in a commercially reasonable manner and specified in the notice referred to below which may, but need not, be the relevant Extraordinary Event Effective Date.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must satisfy the following criteria, in the determination of the Calculation Agent, acting in good faith and in a commercially reasonable manner:

- (i) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and the relevant share is not already included in the Basket of Shares, the relevant share shall be an ordinary share of the entity or person (other than the Affected Basket Company) involved in the Merger Event or the making of the Tender Offer that is, or that as of the relevant Extraordinary Event Effective Date is promptly scheduled to be, (A) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (B) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (ii) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and a share would otherwise satisfy the criteria set out in paragraph (i) above, but such share is already included in the Basket of Shares or such Share does not satisfy the criteria set out in paragraph (i) above, or in the case of an Extraordinary Event other than a Merger Event or a Tender Offer:
- (A) the relevant issuer of the share shall belong to the same economic sector as the Affected Basket Company;
- (B) the relevant issuer of the share shall have a comparable market capitalisation, international standing and exposure as the Affected Basket Company; and

- (C) in the case of the occurrence of a CSR Event only, the relevant issuer of the share shall have a comparable Non-Financial Rating to the Affected Basket Company.

If the Calculation Agent determines that more than one Extraordinary Event occurs in respect of a Share Company or a Basket Company, which are not connected and have different consequences pursuant to this Share Security Condition 5.2, the Calculation Agent will determine which such Extraordinary Event and related consequences shall apply acting in good faith and in a commercially reasonable manner.

Upon the occurrence of an Extraordinary Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable, and the Issuer shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) stating the occurrence of the Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto including, in the case of a Share Substitution, the identity of the Substitute Shares and the Substitution Date.

### 5.3 Hedging Liquidity Event

- (a) "**Hedging Liquidity Event**" means that, at any time after the Listing Date of the Securities, the volume of Shares held by the Issuer and/or any of its Affiliates in relation to any hedging arrangements in respect of the Securities is above the Maximum Hedging Liquidity Level;

"**Maximum Hedging Liquidity Level**" means the percentage specified as such in the applicable Final Terms or, if not so specified, 50 per cent. of the daily average volume of the transactions on the Shares on the Exchange over the last 6 month time period appearing on the relevant Screen Page.

- (b) Consequences of a Hedging Liquidity Event

If Hedging Liquidity Event is specified as applicable in the applicable Final Terms and in the determination of the Calculation Agent a Hedging Liquidity Event occurs in relation to a Share, the Issuer may immediately cancel all but not some only of the Warrants or, if Units are specified in the applicable Final Terms, Units, at an amount equal to the fair market value of a Warrant or Unit, as the case may be, taking into account the relevant Hedging Liquidity Event, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Notice of cancellation will be given to Securityholders in accordance with Security Condition 8 (*Notices*) as soon as practicable following determination of the occurrence of the Hedging Liquidity Event and payments will be made in such manner as shall be notified to the Securityholders.

### 6. Correction of Share Price

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment or delivery under the Securities, if the price of the relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the Share Correction Period of the original publication, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment or delivery under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

### 7. Dividend Payment

If "Dividend Payment" is specified as being applicable in the applicable Final Terms, the following provisions shall apply to the Securities:

- (a) In the event that on or after the Issue Date a Cash Dividend is paid by the Share Company or Basket Company, as the case may be, notwithstanding any provisions in these Terms and

Conditions to the contrary, the Calculation Agent shall calculate (i) the relevant Distributed Amount and (ii) the relevant Dividend Date.

- (b) As soon as practicable following the Dividend Date, the Issuer shall give notice (a "**Cash Dividend Notice**") to the Securityholders in accordance with Security Condition 8 (*Notices*) of the Cash Dividend and the relevant Cash Dividend Payment Date and the Issuer, or failing which the Guarantor, if applicable, shall pay to each Securityholder on the Cash Dividend Payment Date an amount equal to the Cash Dividend Amount in respect of each Security held by him on the Cash Dividend Payment Date, provided that if the relevant Dividend Date has not occurred prior to the Actual Exercise Date, the Issuer shall not be obliged to pay such Cash Dividend Amount and the Issuer and/or the Guarantor, if applicable, shall have no further obligation in respect thereof.
- (c) The Cash Dividend Notice shall specify the manner in which the Cash Dividend Amount shall be paid to each Securityholder.

For the purposes of this Share Security Condition 7 the following definitions shall apply:

**"Cash Dividend"** means any cash dividend paid by the Share Company or Basket Company in respect of a Share;

**"Cash Dividend Amount"** means, in respect of a Security, an amount calculated by the Calculation Agent equal to the Distributed Amount less a *pro rata* share of Dividend Expenses, such amount to be converted into the Settlement Currency at an exchange rate determined by the Calculation Agent acting in good faith and in a commercially reasonable manner on or as soon as practicable after the Dividend Date;

**"Cash Dividend Payment Date"** means, in respect of a Cash Dividend, the date specified as such in the relevant Cash Dividend Notice;

**"Distributed Amount"** means, in respect of a Cash Dividend, the amount of such dividend paid by the Share Company in respect of a Share, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Dividend Date"** means, in respect of a Cash Dividend, the date on which such Cash Dividend would be received by a holder of the Share as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner; and

**"Dividend Expenses"** means all present, future or contingent withholding, capital gain, profit, transactional or business tax or other similar tax or duty (including stamp duty) and/or expenses (including any applicable depository charges, transaction charges, issue, registration, transfer and/or other expenses) which the Calculation Agent determines have been or may be deducted and/or may arise or may have arisen in respect of the Cash Dividend and/or any payment of the Cash Dividend Amount in respect of the Securities.

8. **GDR/ADR**

Share Security Conditions 9 (*Definitions relating to GDR/ADR*) to 13 (*Extraordinary Events*) (inclusive) apply where "GDR/ADR" is specified as applicable in the applicable Final Terms.

9. **Definitions relating to GDR/ADR**

**"ADR"** means an American Depositary Receipt;

**"Conversion Event"** means any event which in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner results (or will result) in the GDRs and/or ADRs being converted into Underlying Shares or any other listed Securities of the issuer of the Underlying Shares;

**"GDR"** means a Global Depositary Receipt; and

"Underlying Shares" means the shares underlying an ADR or GDR, as the case may be.

10. **General**

Save where specifically provided under the Final Terms, all references in the Security Conditions, and the Share Security Conditions to the "Shares" shall be deemed to be to the GDRs or ADRs, as applicable, and/or the Underlying Shares, references to the "Share Company" or "Basket Company", as applicable, shall be deemed to be to the issuer of the GDRs or ADRs, as the case may be, and the issuer of the Underlying Shares, and references to the "Exchange" shall be deemed to be to the exchange or quotation system on which the GDRs or ADRs, as the case may be, are listed and the exchange or quotation system on which the Underlying Shares are listed, and with such additional or alternative modifications as the Calculation Agent may consider necessary or otherwise desirable provided that any such amendment is not materially prejudicial to the Securityholders of Securities.

11. **Share Event**

Upon the occurrence of a Share Event, the Issuer may take the action described in paragraphs (a), (b), (c), (d) or (e), as applicable, of Share Security Condition 5.2 (*Consequences of the occurrence of an Extraordinary Event*) The Issuer shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) stating the occurrence of the Share Event, giving details thereof and the action proposed to be taken in relation thereto.

"Share Event" means each of the following events:

- (a) written instructions have been given by the Issuer or a Qualified Investor to the depository of the Underlying Shares to withdraw or surrender the Underlying Shares;
- (b) the termination of the deposit agreement in respect of the Underlying Shares.

If an event constitutes both a Share Event and an Additional Disruption Event, the Calculation Agent shall, acting in good faith and in a commercially reasonable manner, determine which of these events such event constitutes.

12. **Potential Adjustment Event**

The following additional event shall be deemed added to paragraph (b) of the definition of Potential Adjustment Event in Share Security Condition 3 (*Potential Adjustments Events*):

*"and/or a distribution in respect of the Underlying Shares of property other than cash, shares or rights relating to any Underlying Shares to the holder of the Underlying Shares".*

13. **Extraordinary Events**

The following additional events shall be deemed added to the first paragraph of Share Security Condition 5.1 after the words "*as not applicable in the applicable Final Terms*)":

"Conversion Event".

## ANNEX 4

### ADDITIONAL TERMS AND CONDITIONS FOR ETI SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as ETI Securities shall comprise the terms and conditions of Securities (the "Security Conditions") and the additional Terms and Conditions for ETI Securities set out below (the "ETI Security Conditions"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the ETI Security Conditions, the ETI Security Conditions shall prevail.

#### 1. Definitions

"**Basket Trigger Event**" means that an Extraordinary ETI Event occurs in respect of one or more ETI Interests or the related ETI comprising the ETI Basket which has or, in the event that an Extraordinary ETI Event has occurred in respect of more than one ETI, together have, a Weighting in the ETI Basket equal to or greater than the Basket Trigger Level;

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent;

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is an Exchange Business Day;

"**Clearance System**" means the applicable domestic clearance system customarily used for settling trades in the relevant ETI Interest;

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

"**Closing Price**" means, in respect of an ETI and a Scheduled Trading Day, the official closing price (or if Value per ETI Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such day as determined by the Calculation Agent, subject as provided in ETI Security Condition 3 (*Potential Adjustment Events*) or ETI Security Condition 4 (*Extraordinary ETI Events*);

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

"**Dividend Event**" means that with reference to the later of (i) the two financial years prior to the Trade Date, and (ii) the two financial years prior to the relevant observation date, the ETI has implemented a material change to its practice with respect to the payment of dividends;

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

"**ETI**" means (i) any exchange traded fund, (ii) the issuer of (A) an exchange traded note, (B) exchange traded commodity or (C) any other exchange traded product or (iii) any other exchange traded entity specified as an ETI in the applicable Final Terms;

"**ETI Basket**" means, where the ETI Securities are linked to the performance of ETI Interests of more than one ETI, a basket comprising such ETI Interests;

**"ETI Documents"** means with respect to any ETI Interest, the offering document of the relevant ETI in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such ETI Interests and, for the avoidance of doubt, any other documents or agreements in respect of the ETI, as may be further described in any ETI Document;

**"ETI Interest(s)"** means (i) in respect of an exchange traded fund, an ownership interest issued to or held by an investor in such ETI, (ii) in respect of an exchange traded note or an exchange traded commodity, a unit or note, as the case may be, issued by such ETI, or (iii) in respect of any other exchange traded product, any other interest specified as an ETI Interest in the applicable Final Terms;

**"ETI Interest Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

**"ETI Related Party"** means, in respect of any ETI, any person who is appointed to provide services (howsoever described in any ETI Documents), directly or indirectly, in respect of such ETI, whether or not specified in the ETI Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms and in the case of an exchange traded note or exchange traded commodity, the calculation agent;

**"Exchange"** means in relation to an ETI Interest, each exchange or quotation system specified as such for the relevant ETI in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETI Interest on such temporary substitute exchange or quotation system as on the original Exchange);

**"Exchange Business Day"** means either (i) in the case of a single ETI Interest, Exchange Business Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Exchange Business Day (All ETI Interests Basis) or Exchange Business Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply;

**"Exchange Business Day (All ETI Interests Basis)"** means, in respect of an ETI Basket, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Per ETI Interest Basis)"** means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such ETI Interest are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Business Day (Single ETI Interest Basis)"** means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange (if any) are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time;

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the ETI Interest on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the ETI Interest on any relevant Related Exchange;

**"Extraordinary ETI Event Effective Date"** means, in respect of an Extraordinary ETI Event, the date on which such Extraordinary ETI Event occurs, or has occurred, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

**"Final Calculation Date"** means the date specified as such in the applicable Final Terms;

**"Hedge Provider"** means the party (being, *inter alios*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of ETI Interests, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of ETI Interests as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Securities;

**"Hedging Date"** has the meaning given to it in the applicable Final Terms;

**"Hedging Shares"** means the number of ETI Interests that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Securities;

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in an ETI Interest which is deemed to have the benefits and obligations, as provided in the relevant ETI Documents, of an investor holding an ETI Interest at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor (if applicable), the Calculation Agent or any of their Affiliates (as determined by the Calculation Agent in the context of the relevant situation);

**"Implied Embedded Option Value"** means, an amount (which may never be less than zero) equal to the present value as of the Implied Embedded Option Value Determination Date, of any scheduled but unpaid payments under the Securities in respect of the period from (and including) the Extraordinary ETI Event Effective Date to (and including) the Settlement Date, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner but, notwithstanding anything to the contrary contained herein, taking into account, without limitation, such factors as the net proceeds actually received from the redemption or sale of any ETI Interests by the Hedge Provider, the volatility of the ETI Interests and any transaction costs;

**"Implied Embedded Option Value Determination Date"** means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary ETI Event;

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date;

**"Intraday Price"** means, in respect of an ETI and any time on a Scheduled Trading Day, the published or quoted price (or if Value per ETI Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such time on such day as determined by the Calculation Agent, subject as provided in ETI Security Condition 3 (*Potential Adjustment Events*) or ETI Security Condition 4 (*Extraordinary ETI Events*);

**"Investment/AUM Level"** has the meaning given to it in the applicable Final Terms, or if not so specified, EUR 50,000,000 or the equivalent in any other currency;

**"Loss of Stock Borrow"** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any ETI Interest in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate;

**"Maximum Stock Loan Rate"** means in respect of an ETI Interest, the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Merger Event"** means, in respect of any relevant Interests and Entity, any:

- (i) reclassification or change of such ETI Interests that results in a transfer of or an irrevocable commitment to transfer all of such ETI Interests outstanding to another entity or person,

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

in each case if the relevant Extraordinary ETI Event Effective Date is on or before (a) in the case of Cash Settled Securities, the last occurring Valuation Date or (b) in the case of Physical Delivery Securities, the Settlement Date. For the purposes of this definition only, "**Interests**" shall mean the applicable ETI Interests or the shares of any applicable ETI Related Party, as the context may require, and "**Entity**" shall mean the applicable ETI or any applicable ETI Related Party, as the context may require;

"**Number of Value Publication Days**" means the number of calendar days or Value Business Days specified in the applicable Final Terms, being the maximum number of days after the due date for publication or reporting of the Value per ETI Interest after which the ETI Related Party or any entity fulfilling such role, howsoever described in the ETI Documents, or any other party acting on behalf of the ETI, may remedy any failure to publish or report the Value per ETI Interest before the Calculation Agent may determine that an Extraordinary ETI Event has occurred;

"**Related Exchange**" means in relation to an ETI Interest, each exchange or quotation system specified as such for such ETI Interest in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such ETI Interest on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such ETI Interest;

"**Scheduled Trading Day**" means either (i) in the case of a single ETI and in relation to an ETI Interest, Scheduled Trading Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Scheduled Trading Day (All ETI Interest Basis) or Scheduled Trading Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply;

"**Scheduled Trading Day (All ETI Interest Basis)**" means, in respect of an ETI Basket, any day on which the Exchange and Related Exchange(s) are scheduled to be open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s);

"**Scheduled Trading Day (Per ETI Interest Basis)**" means, in respect of an ETI Interest, any day on which the relevant Exchange and the relevant Related Exchange in respect of such ETI Interest are scheduled to be open for trading during their respective regular trading session(s);

"**Scheduled Trading Day (Single ETI Interest Basis)**" means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s);

**"Settlement Cycle"** means in respect of an ETI Interest, the period of Clearance System Days following a trade in the ETI Interest on the Exchange in which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, in relation to each Security, unless otherwise stated in the applicable Final Terms and subject to the provisions of these ETI Security Conditions and as referred to in "Valuation Date" or "Averaging Date", as the case may be:

- (i) in the case of ETI Securities relating to an ETI Basket and in respect of each ETI Interest comprising the ETI Basket, an amount equal to:
  - (x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on;
    - (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date;or
    - (b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such ETI Interest whose official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide); or
  - (y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest for such ETI Interest on:
    - (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date;or
    - (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, in each case multiplied by the relevant Weighting, such value to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent; and
- (ii) in the case of ETI Securities relating to a single ETI Interest, an amount equal to:
  - (x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the

Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on:

(a) if Averaging is not specified in the applicable Final Terms, the Valuation Date;

or

(b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the ETI Interest based, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide); or

(y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest on:

(a) if Averaging is not specified in the applicable Final Terms, the Valuation Date;

or

(b) if Averaging is specified on the applicable Final Terms, an Averaging Date, in each case, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent;

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days, or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms;

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the ETI or an ETI Related Party, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

**"Termination Amount"** means:

(i) if Highest Value is specified as applicable in the applicable Final Terms, an amount in respect of each Security calculated and paid on such date determined, in accordance with Security Condition 21.1; or

(ii) if Market Value is specified as applicable in the applicable Final Terms, an amount in respect of each Security calculated and paid on such date determined, in accordance with Security Condition 21.2; or

- (iii) if the Calculation Agent determines that the relevant Extraordinary ETI Event or combination of Extraordinary ETI Events constitutes a *force majeure*, and if ETI Event *Force Majeure* is specified as applicable in the applicable Final Terms, an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, which amount shall be equal to the fair market value of a Security or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation;
- (iv) otherwise, the amount specified in the applicable Final Terms, or if not so specified, an amount equal to the Implied Embedded Option Value (if any), such amount payable on the Termination Date;

**"Termination Date"** means the date determined by the Issuer and specified in the notice given to Securityholders in accordance with ETI Security Condition 6.2(c);

**"Trade Date"** has the meaning given to it in the applicable Final Terms;

**"Trading Disruption"** means in relation to an ETI Interest, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating to the ETI Interest or any underlying asset of the ETI on the Exchange; or (ii) in futures or options contracts relating to the ETI Interest or any underlying asset of the ETI on any relevant Related Exchange;

**"Value Business Day"** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Value Business Day Centre(s) specified in the applicable Final Terms;

**"Valuation Time"** means in the case of an ETI and in relation to an ETI Interest either (i) the close of trading on the Exchange or (ii) as otherwise specified in the applicable Final Terms;

**"Value per ETI Interest"** means, with respect to the relevant ETI Interest(s) and the Scheduled Trading Day relating to such ETI Interests, (i) if the relevant ETI Documents refer to an official net asset value per ETI Interest (howsoever described), such official net asset value per ETI Interest, otherwise (ii) the official closing price or value per ETI Interest, as of the relevant calculation date, as reported on such Scheduled Trading Day by the ETI or an ETI Related Party, the relevant Exchange or publishing service (which may include the website of an ETI), all as determined by the Calculation Agent;

**"Value per ETI Interest Trading Price Barrier"** means the percentage specified in the applicable Final Terms, or if not so specified, 5 per cent.;

**"Value per ETI Interest Trading Price Differential"** means the percentage by which the Value per ETI Interest differs from the actual trading price of the ETI Interest as of the time the Value per ETI Interest is calculated;

**"Value per ETI Interest Trigger Event"** means, in respect of any ETI Interest(s), that (i) the Value per ETI Interest has decreased by an amount equal to, or greater than, the Value Trigger Percentage(s) at any time during the related Value Trigger Period, or (ii) the ETI has violated any leverage restriction that is applicable to, or affecting, such ETI or its assets by operation of any law, (x) any order or judgement of any court or other agency of government applicable to it or any of its assets, (y) the ETI Documents or (z) any other contractual restriction binding on or affecting the ETI or any of its assets;

**"Value Trigger Percentage"** means the percentage specified in the applicable Final Terms or, if not so specified, 50 per cent.;

**"Value Trigger Period"** means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date. For the avoidance of doubt the period could be equal to specified number of consecutive or non-consecutive Scheduled Trading Days, as defined in the applicable Final Terms.

2. **Market Disruption**

**"Market Disruption Event"** means, in relation to Securities relating to a single ETI Interest or an ETI Basket, in respect of an ETI Interest the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date or a Valuation Date or on any Knock-in Determination Day or Knock-out Determination Day, as the case may be.

3. **Potential Adjustment Events**

**"Potential Adjustment Event"** means any of the following:

- (a) an extraordinary dividend as determined by the Calculation Agent;
- (b) a repurchase or exercise of any call option by any ETI of relevant ETI Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (c) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETI Interests.

**"Potential Adjustment Event Effective Date"** means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant ETI or ETI Related Party, as the case may be, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

Following the declaration by the relevant ETI or ETI Related Party, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, acting in good faith and in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the ETI Interest traded on that options exchange.

Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as reasonably practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) stating the adjustment to any Relevant Asset and/or the Entitlement (where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

4. **Extraordinary ETI Events**

Subject to the provisions of ETI Security Condition 5 (*Determination of Extraordinary ETI Events*) **"Extraordinary ETI Event"** means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

**Global Events:**

- 4.1 the ETI or any ETI Related Party (i) ceases trading and/or, in the case of an ETI Related Party, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other

relevant business (as applicable), (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv) (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

- 4.2 the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

- 4.3 there exists any litigation against the ETI or an ETI Related Party which the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, could materially affect the value of the ETI Interests or on the rights or remedies of any investor therein; or
- 4.4 (i) an allegation of criminal or fraudulent activity is made in respect of the ETI, or any ETI Related Party, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the ETI, any ETI Related Party or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, materially affect the value of the ETI Interests or the rights or remedies of any investor in such ETI Interests;

**Change in ETI Related Parties/Key Persons Events:**

- 4.5 (i) an ETI Related Party ceases to act in such capacity in relation to the ETI (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent; and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the ETI and/or any ETI Related Party to meet or maintain any obligation or undertaking under the ETI Documents which failure is reasonably likely to have an adverse impact on the value of the ETI Interests or on the rights or remedies of any investor therein;

**Modification Events:**

- 4.6 a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the ETI (howsoever described, including the underlying type of assets in which the ETI invests), from those set out in the ETI Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;
- 4.7 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described),

of the type of assets (i) in which the ETI invests, (ii) the ETI purports to track, or (iii) the ETI accepts/provides for purposes of creation/redemption baskets;

- 4.8 a material modification, or any announcement regarding a potential future material modification, of the ETI (including but not limited to a material modification of the ETI Documents or to the ETI's liquidity terms) other than a modification or event which does not affect the ETI Interests or the or any portfolio of assets to which the ETI Interest relates (either alone or in common with other ETI Interests issued by the ETI);
- 4.9 the currency denomination of the ETI Interest is amended from that set out in the ETI Documents so that the Value per ETI Interest is no longer calculated in the same currency as it was as at the Trade Date; or
- 4.10 if applicable, the ETI ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction;

**Net Asset Value/Investment/AUM Level Events:**

- 4.11 a material modification of the method of calculating the Value per ETI Interest;
- 4.12 any change in the periodicity of the calculation or the publication of the Value per ETI Interest;
- 4.13 any of the ETI, any ETI Related Parties or any other party acting on behalf of the ETI fails for any reason to calculate and publish the Value per ETI Interest within the Number of Value Publication Days following any date scheduled for the determination of the valuation of the ETI Interests unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- 4.14 the assets under management of, or total investment in, the ETI falls below the Investment/AUM Level;
- 4.15 a Value per ETI Interest Trigger Event occurs;
- 4.16 failure by the ETI or any ETI Related Party to publish (i) the Value per ETI Interest at the end of each Scheduled Trading Day as a result of any action or inaction by the ETI or any ETI Related Party, or (ii) where the relevant ETI Documents provide for the publication of an indicative Value per ETI Interest, such indicative Value per ETI Interest is published no less frequently than once every five (5) minutes during regular trading hours on the Exchange on each Scheduled Trading Day; or
- 4.17 (i) the Value per ETI Interest Trading Price Differential breaches the Value per ETI Interest Trading Price Barrier, and (ii) such breach has an adverse impact on any hedging activities in relation to the Securities;

**Tax/Law/Accounting/Regulatory Events:**

- 4.18 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Securities (a "Tax Event") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- 4.19 (i) any relevant activities of or in relation to the ETI or the ETI Related Parties are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the ETI by any governmental, legal or regulatory entity with authority over the ETI), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETI or the ETI

Related Parties or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the ETI is required by a competent authority to redeem any ETI Interests, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any ETI Interests held in connection with any hedging arrangements relating to the Securities and/or (v) any change in the legal, tax, accounting or regulatory treatment of the ETI or any ETI Related Party that is reasonably likely to have an adverse impact on the value of the ETI Interests or other activities or undertakings of the ETI or on the rights or remedies of any investor therein, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

- 4.20 in connection with any hedging activities in relation to the Securities, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount or cost of regulatory capital that would have to be maintained in respect of any holding of ETI Interests or that would subject a holder of the ETI Interests or the Hedge Provider to any loss), purchase or sell the relevant ETI Interests or any underlying assets of or related to the ETI or for the Hedge Provider to maintain its hedging arrangements and, (ii) subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;
- 4.21 in connection with the hedging activities in relation to the Securities, if the cost to the Hedge Provider in relation to the Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Securities and the related hedging arrangements;
- 4.22 in connection with the hedging activities in relation to the Securities, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset or any futures or option contracts on the relevant Exchange it deems necessary to hedge the equity, commodity or other underlying ETI Interest asset price risk or any other relevant price risk, including but not limited to the Issuer's obligations under the Securities or (ii) to realise, recover or remit the proceeds of any such transaction, asset, or futures or option contract or any relevant hedge positions relating to an ETI Interest of the ETI;
- 4.23 at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Securities;

**Miscellaneous Events:**

- 4.24 in the case of Securities linked to an ETI Basket, a Basket Trigger Event occurs;
- 4.25 the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any ETI Related Party or any parent company (howsoever described) of the ETI, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt

rating assigned to any ETI Related Party by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's);

- 4.26 the occurrence of a Loss of Stock Borrow;
- 4.27 the occurrence of an Additional Extraordinary ETI Event;
- 4.28 if the relevant ETI Documents provide for the payment of dividends, the occurrence of a Dividend Event;
- 4.29 the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant ETI Interests cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

#### 5. **Determination of Extraordinary ETI Events**

The Calculation Agent will determine if an Extraordinary ETI Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary ETI Event or both an Extraordinary ETI Event and a Market Disruption Event, the Issuer may determine which Extraordinary ETI Event is to be triggered or whether such event or set of circumstances shall be an Extraordinary ETI Event or Market Disruption Event.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary ETI Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

#### 6. **Consequences of an Extraordinary ETI Event**

- 6.1 If the Calculation Agent determines that an Extraordinary ETI Event has occurred, the Calculation Agent shall give notice (an "**Extraordinary ETI Event Notice**") to the Securityholders in accordance with Security Condition 8 (*Notices*) (which notice shall be irrevocable), of the occurrence of such Extraordinary ETI Event (the date on which an Extraordinary ETI Event Notice is given, an "**Extraordinary ETI Event Notification Date**") as soon as reasonably practicable following the determination of an Extraordinary ETI Event. The Extraordinary ETI Event Notice shall set out, if determined at that time, the action that it has determined to take in respect of the Extraordinary ETI Event pursuant to ETI Security Condition 6.2 below. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary ETI Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Securityholders in accordance with Security Condition 8 (*Notices*) as soon as reasonably practicable after the Extraordinary ETI Event Notification Date.

Neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Securityholder or any other person in connection with the Securities as a result of any delay in notifying Securityholders of the occurrence on Extraordinary Fund Event, howsoever arising. If the Calculation Agent gives an Extraordinary ETI Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the Securities until the Issuer has determined the action to take pursuant to ETI Security Condition 6.2 below.

- 6.2 Following the occurrence of an Extraordinary ETI Event, the Issuer may take the action described below in (a), (b) or (c).

- (a) **Adjustment**

If the Issuer determines that the action taken in respect of the Extraordinary ETI Event is to be "**Adjustment**", then it may:

- (i) require the Calculation Agent to determine, acting in good faith and in a commercially reasonable manner, the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary ETI Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETI Interests or to the Securities and a change in the Weighting of any remaining ETI Interest(s) not affected by an Extraordinary ETI Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary ETI Event made by any options exchange to options on the ETI Interests traded on that options exchange; or
- (ii) following such adjustment to the settlement terms of options on the ETI Interests traded on such exchange(s) or quotation system(s) as the Issuer shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the ETI Interests are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary ETI Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

(b) Substitution

If the Issuer determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Substitution**", the Calculation Agent shall on or after the relevant Extraordinary ETI Event Effective Date, substitute each ETI Interest (each, an "**Affected ETI Interest**") of each ETI (each, an "**Affected ETI**") which is affected by such Extraordinary ETI Event with an ETI Interest selected by it in accordance with the criteria for ETI Interest selection set out below (each, a "**Substitute ETI Interest**") and the Substitute ETI Interest will be deemed to be an "**ETI Interest**" and the relevant issuer of such Substitute ETI Interest, an "**ETI**" for the purposes of the Securities, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Securities are Physical Delivery Securities) and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent acting in good faith and in a commercially reasonable manner determines appropriate, provided that in the event that any amount payable under the Securities was to be determined by reference to the initial price of the Affected ETI Interest, the initial price of each Substitute ETI Interest will be determined by the Calculation Agent in accordance with the following formula:

$$\text{initial price} = A \times (B/C)$$

where:

"A" is the Settlement Price of the relevant Substitute ETI Interest on the relevant Exchange on the Substitution Date;

"B" is the initial price of the relevant Affected ETI Interest; and

"C" is the Settlement Price of the relevant Affected ETI Interest on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the ETI Basket will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") acting in good faith and in a commercially reasonable manner and specified in the notice referred to below which may, but need not, be the relevant Extraordinary ETI Event Effective Date.

The Weighting of each Substitute ETI Interest will be equal to the Weighting of the relevant Affected ETI Interest.

In order to be selected as a Substitute ETI Interest, the relevant share/unit/interest must satisfy the following criteria, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner:

- (i) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer (a) in the case of ETI Securities related to a single ETI, and (b) in the case of ETI Securities related to an ETI Basket, the relevant share/unit/interest shall be an ordinary share/unit/interest of the entity or person that in the case of a Merger Event is the continuing entity in respect of the Merger Event or in the case of a Tender Offer is the entity making the Tender Offer provided that (i) the relevant share/unit/interest is not already included in the ETI Basket and (ii) it is or as of the relevant Extraordinary ETI Event Effective Date is promptly scheduled to be, (x) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (y) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (ii) (a) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer and a share/unit/interest would otherwise satisfy the criteria set out in paragraph (i) above, but such share/unit/interest is (in the case of an ETI Security related to an ETI Basket), already included in the ETI Basket, or (b) where the Extraordinary ETI Event is not a Merger Event or a Tender Offer, an alternative exchange traded instrument which, in the determination of the Calculation Agent, has similar characteristics to the relevant ETI, including but not limited to, a comparable listing (which, for the avoidance of doubt, shall not be restricted to a listing on the exchange or quotation system in the same geographic region), investment objectives, investment restrictions and investment processes, underlying asset pools and whose related parties (such as, but not limited to, trustee, general partner, sponsor, advisor, manager, operating company, custodian, prime broker and depository) are acceptable to the Calculation Agent;

(c) Termination

If the Issuer determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Termination**", on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), (which such notice may be included in the Extraordinary ETI Event Notice in respect of the relevant Extraordinary ETI Event and will specify the Termination Date), all but not some only of the outstanding ETI Securities shall be cancelled by payment of the Termination Amount on the Termination Date. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

(d) General

In determining to take a particular action as a result of an Extraordinary ETI Event, the Issuer is under no duty to consider the interests of Securityholders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary ETI Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Securityholders or any other person in connection with the Securities as a result thereof,

howsoever arising including as a result of any delay in making any payment or delivery in respect of the Securities.

**7. Correction of ETI Interest Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment or delivery under the Securities, if the price of the relevant ETI Interest published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant price source within the number of days equal to the ETI Interest Correction Period of the original publication, the price to be used shall be the price of the relevant ETI Interest as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment or delivery under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

**8. Calculations and Determinations**

The Calculation Agent and/or the Issuer, as applicable, will make the calculations and determinations as described in the ETI Security Conditions in such a manner as the Calculation Agent and/or the Issuer, as the case may be, determines to be appropriate acting in good faith and in a commercially reasonable manner having regard in each case to the criteria stipulated in the ETI Security Conditions, the hedging arrangements in respect of the Securities and the nature of the relevant ETI and related ETI Interests.

## ANNEX 5

### ADDITIONAL TERMS AND CONDITIONS FOR DEBT SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as Debt Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Debt Securities set out below (the "**Debt Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Debt Security Conditions, the Debt Security Conditions shall prevail.

#### 1. **Settlement Price**

"**Settlement Price**" means, in relation to each Security, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, and subject as referred to in "Averaging Date" or "Valuation Date":

- (a) in the case of Debt Securities relating to a basket of Debt Instruments, an amount equal to the sum of the values calculated for each Debt Instrument as (x) the Reference Price for such Debt Instrument appearing on the Relevant Screen Page at the Valuation Time as determined by or on behalf of the Calculation Agent on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if such price is not available, the arithmetic mean of the Reference Prices for such Debt Instrument at the Valuation Time on such Averaging Date or the Valuation Date, as the case may be, as received by it from two or more market-makers (as selected by the Calculation Agent) in such Debt Instrument, such prices to be expressed as a percentage of the nominal amount of such Debt Instrument (y) multiplied by the product of the nominal amount of such Debt Instrument and the relevant Weighting; and
- (b) in the case of Debt Securities relating to a single Debt Instrument, an amount equal to (x) the Reference Price for such Debt Instrument appearing on the Relevant Screen Page at the Valuation Time as determined by or on behalf of the Calculation Agent on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if such price is not available, the arithmetic mean of the Reference Prices for such Debt Instrument at the Valuation Time on such Averaging Date or the Valuation Date, as the case may be, as received by it from two or more market-makers (as selected by the Calculation Agent) in such Debt Instrument, such prices to be expressed as a percentage of the nominal amount of the Debt Instrument (y) multiplied by the nominal amount of such Debt Instrument.

#### 2. **Exchange Business Day**

"**Exchange Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Exchange Business Day Centre(s) specified in the applicable Final Terms.

#### 3. **Market Disruption**

"**Market Disruption Event**" shall mean, in respect of a Debt Instrument, the suspension of or limitation imposed on trading either on any exchange on which such Debt Instrument is traded or on any exchange on which options contracts or futures contracts with respect to such Debt Instrument are traded if, in the determination of the Calculation Agent, such suspension or limitation is material.

The Issuer shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) that a Market Disruption Event has occurred.

#### 4. **Correction of Debt Instrument Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the price of the relevant Debt Instrument published on

a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant exchange within the number of days equal to the Debt Instrument Correction Period of the original publication, the price to be used shall be the price of the relevant Debt Instrument as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

5. **Redemption or Cancellation of a Debt Instrument**

Notwithstanding Security Condition 13 (*Additional Disruption Events And Optional Additional Disruption Events*), if on or prior to the last Averaging Date or the last Valuation Date, any Debt Instrument is redeemed (including any early redemption) or cancelled by the relevant Debt Instrument Issuer (a "**Debt Instrument Redemption Event**"), then, the Issuer may cancel the Securities by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*). If the Securities are so cancelled the Issuer will pay an amount to each Securityholder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit being cancelled at an amount equal to the fair market value of such Warrant or Unit, as the case may be, taking into account the Debt Instrument Redemption Event, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

The Calculation Agent shall, as soon as practicable, notify the Fiscal Agent, of any determination made by it pursuant to this Debt Security Condition 5 and the action proposed to be taken in relation thereto and the Fiscal Agent, shall make available for inspection by Securityholders copies of any such determinations.

6. **Futures Price Valuation**

If "Futures Price Valuation" is specified as applicable in the applicable Final Terms the following provisions shall apply to these Debt Security Conditions:

"**Settlement Price**" means, in relation to each Security, an amount equal to the Daily Settlement Price of the relevant Current Exchange-traded Contract as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date.

For the purposes of determining whether a day is a Scheduled Trading Day where Futures Price Valuation applies, "Scheduled Trading Day" will be deemed to mean a day on which the Daily Settlement Price of the relevant Current Exchange-traded Contract is scheduled to be published by the relevant Futures or Options Exchange.

If Futures Price Valuation applies the Disrupted Day provisions in the Security Conditions and/or these Debt Security Conditions will not apply in relation to any Current Exchange-traded Contract.

For these purposes:

"**Current Exchange-traded Contract**" means (a) if the Securities are not Rolling Futures Contract Securities, the Exchange-traded Contract and (b) if the Securities are Rolling Futures Contract Securities, the futures contract determined pursuant to Debt Security Condition 7 (*Rolling Futures Contract Securities*) below.

"**Daily Settlement Price**" means the daily settlement price (howsoever described under the rules of the relevant Futures or Options Exchange or its clearing house) of the relevant Exchange-traded Contract published by the relevant Futures or Options Exchange or its clearing house and as determined by the Calculation Agent.

"**Exchange-traded Contract**" means the futures or options contract(s) specified as such in the applicable Final Terms, in each case, identified by reference to (a) the Synthetic Debt Instrument to which it relates, (b) the Futures or Options Exchange on which each such contract is traded and (c)(i) if the Securities are

not Rolling Futures Contract Securities, the delivery or expiry month of such contract or (ii) if the Securities are Rolling Futures Contract Securities, the specified period of each such contract and the Futures Rollover Date.

"**Futures or Options Exchange**" means the relevant exchange specified in the description of the Exchange-traded Contract in the applicable Final Terms or any successor to such exchange.

"**Futures Rollover Date**" means either:

- (a) the date specified as such in the applicable Final Terms; or
- (b) the date selected by the Calculation Agent acting in good faith and in a commercially reasonable manner within the period ("**Futures Rollover Period**") specified in the applicable Final Terms.

"**Non-Commencement or Discontinuance of an Exchange-traded Contract**" means there is no Daily Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to the Valuation Date, Averaging Date or other date for valuation or observation or other relevant date, as the case may be, of the relevant Current Exchange-traded Contract.

Debt Security Condition 3 (*Market Disruption*), Debt Security Condition 4 (*Correction of Debt Instrument Price*) and Debt Security Condition 5 (*Redemption or Cancellation of a Debt Instrument*) will not apply if Futures Price Valuation applies.

If Futures Price Valuation applies, references in the Security Conditions, Formulas Conditions and OET Warrant Conditions to a "Debt Instrument" or "Debt Instruments" are deemed to be references to a Current Exchange-traded Contract or "Current Exchange-traded Contracts", as applicable.

#### 7. **Rolling Futures Contract Securities**

If the applicable Final Terms specify that the Securities are "Rolling Futures Contract Securities", the Securities will be valued by reference to futures contracts relating to the Synthetic Debt Instrument that have delivery or expiry months that do not correspond with the term of the Securities. In such case, on or prior to the Issue Date, the Calculation Agent will select an Exchange-traded Contract and for each following day until the Futures Rollover Date such futures contract will be the Current Exchange-traded Contract. On each Futures Rollover Date the Calculation Agent will select another Exchange-traded Contract and such contract shall be the Current Exchange-traded Contract until the next occurring Futures Rollover Date. Notwithstanding the provisions of Debt Security Condition 8 (*Adjustments to an Exchange-traded Contract*) or Debt Security Condition 9 (*Non-Commencement or Discontinuance of an Exchange-traded Contract*) if on a Futures Rollover Date a Non-Commencement or Discontinuance of an Exchange-traded Contract occurs and it is impossible or materially impracticable for the Calculation Agent to select an Exchange-traded Contract and/or at such time hedge the Issuer's obligations in respect of the Securities then, the Issuer may cancel the Securities by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*). If the Securities are so cancelled, the Issuer will pay an amount to each Securityholder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit, being equal to the fair market value of such Warrant or Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

#### 8. **Adjustments to an Exchange-traded Contract**

In the event that the terms of an Exchange-traded Contract are changed or modified by the Futures or Options Exchange, the Calculation Agent shall make the appropriate adjustment, if any, to any of the Conditions and/or the applicable Final Terms to account for such change or modification.

9. **Non-Commencement or Discontinuance of an Exchange-traded Contract**

Where there is a Non-Commencement or Discontinuance of an Exchange-traded Contract, the Issuer may take the action described in (a) below or require the Calculation Agent to take the action described in (b) below:

- (a) cancel the Securities by giving notice to Securityholders in accordance with Security Condition 8 (*Notices*). If the Securities are so cancelled, the Issuer will pay an amount to each Securityholder in respect of each Warrant, or if Units are specified in the applicable Final Terms, each Unit, equal to the fair market value of such Warrant or Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*); or
- (b) (i) replace the relevant Exchange-traded Contract affected by the Non-Commencement or Discontinuance of an Exchange-traded Contract (the "**Affected Exchange-traded Contract**") with a substitute Exchange-traded Contract (the "**Substitute Exchange-traded Contract**") which, in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, has similar contract specifications to those of the Affected Exchange-traded Contract and (ii) make such adjustments to adjust such terms of the Securities as it determines acting in good faith and in a commercially reasonable manner to be appropriate to preserve the economic position of the Securityholders prior to such replacement. Such replacement will be deemed to be effective as of the date selected by the Calculation Agent, acting in good faith and in a commercially reasonable manner, and specified in the notice referred to below. The Substitute Exchange-traded Contract will be deemed to be an "**Exchange-traded Contract**" for the purposes of the Securities.

Notwithstanding the foregoing, in the case of Italian Listed Securities the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

The Calculation Agent shall, as soon as practicable, notify the Fiscal Agent, of any determination made by it pursuant to this Debt Security Condition 9 and the action proposed to be taken in relation thereto and the Fiscal Agent shall make available for inspection by Securityholders copies of any such determinations.

10. **Correction of the Daily Settlement Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the Daily Settlement Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Futures or Options Exchange, within the number of days equal to the Daily Settlement Price Correction Period of the original publication, the Daily Settlement Price to be used shall be the Daily Settlement Price as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

11. **Definitions**

"**Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant securities or contracts.

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**"Daily Settlement Price Correction Period"** means the period specified as such in the applicable Final Terms or if none, one Settlement Cycle.

**"Debt Instrument Correction Period"** means the period specified as such in the applicable Final Terms or if none, one Settlement Cycle.

**"Debt Instrument Issuer"** means, in respect of a Debt Instrument, the issuer of such Debt Instrument.

**"Disrupted Day"** means any Scheduled Trading Day on which a Market Disruption Event has occurred.

**"Reference Price"** means, in respect of a Debt Instrument, the bid price, mid price, offer price, bid yield, mid yield or offer yield specified as such for such Debt Instrument in the applicable Final Terms.

**"Scheduled Trading Day"** means an Exchange Business Day.

**"Settlement Cycle"** means, in respect of a Debt Security or Exchange-traded Contract, the period of Clearance System Days following a trade in such security or contract, as the case may be, on the relevant exchange in which settlement will customarily occur according to the rules of such exchange.

## ANNEX 6

**This section is intentionally left blank.**

## ANNEX 7

### ADDITIONAL TERMS AND CONDITIONS FOR INFLATION INDEX SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as Inflation Index Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Inflation Index Securities set out below (the "**Inflation Index Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Inflation Index Security Conditions, the Inflation Index Security Conditions shall prevail.

#### 1. Definitions

**"Cut-Off Date"** means, in respect of a Valuation Date, five Business Days prior to such Valuation Date;

**"Delayed Index Level Event"** means, in respect of any Valuation Date, that the Index Sponsor fails to publish or announce the Relevant Level;

**"Fallback Bond"** means a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Inflation Index relates and which pays a redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same day as the Settlement Date, (b) the next longest maturity after the Settlement Date if there is no such bond maturing on the Settlement Date or (c) the next shortest maturity before the Settlement Date, if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged);

**"Index Cancellation"** means a level for the Inflation Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the Inflation Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and no Successor Index exists;

**"Index Modification"** means, in relation to an Inflation Index, the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Inflation Index or in any other way materially modifies the Inflation Index;

**"Index Sponsor"** means the entity that publishes or announces (directly or through an agent) the level of the Inflation Index which as of the Issue Date of the Securities is the index sponsor set out in the applicable Final Terms;

**"Inflation Index"** or **"Inflation Indices"** means the index or indices specified in the relevant Final Terms and related expressions shall be construed accordingly;

**"Rebased Index"** has the meaning given to it under Inflation Index Security Condition 4 (*Adjustments*) below;

**"Reference Month"** means the calendar month specified in the applicable Final Terms for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Reference Level was reported;

**"Related Bond"** means the bond specified as such in the relevant Final Terms. If the Related Bond specified in the applicable Final Terms is "Fallback Bond", then for any Related Bond determination, the

Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Final Terms as the Related Bond and "Fallback Bond: Not applicable" is specified in the applicable Final Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Final Terms and that bond redeems or matures before the relevant Settlement Date unless "Fallback Bond: Not applicable" is specified in the applicable Final Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination;

**"Related Bond Redemption Event"** means, if specified as applicable in the relevant Final Terms, at any time prior to the Settlement Date, (a) the Related Bond is settled, repurchased or cancelled, (b) the Related Bond becomes repayable prior to its stated date of maturity for whatever reason, or (c) the issuer of the Related Bond announces that the Related Bond will be redeemed, repurchased or cancelled prior to its stated date of maturity;

**"Relevant Level"** means, in respect of any Valuation Date, the level of the Inflation Index, in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer in respect of such Valuation Date at any time on or prior to the Cut-Off Date;

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms, in relation to each Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, the Relevant Level;

**"Successor Inflation Index"** has the meaning given to it in Inflation Index Security Condition 3 (*Successor Inflation Index*) below; and

**"Substitute Inflation Index Level"** means, in respect of a Delayed Index Level Event, the Index Level determined by the Issuer in accordance with Inflation Index Security Condition 2 (*Delay in Publication*) below.

**"Valuation Date"** means the date specified in the applicable Final Terms;

## 2. **Delay in Publication**

2.1 If the Calculation Agent determines that a Delayed Index Level Event in respect of an Inflation Index has occurred with respect to any Valuation Date, then the Relevant Level with respect to any Reference Month which is to be utilised in any calculation or determination to be made by the Calculation Agent and/or the Issuer with respect to such Valuation Date (the **"Substitute Inflation Index Level"**) shall be determined by the Calculation Agent, subject to Inflation Index Security Condition 4.2 (*Substitute Inflation Index Level*) below, as follows:

- (a) if Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or
- (b) if (i) Related Bond is specified as not applicable in the relevant Final Terms, or (ii) the Calculation Agent is not able to determine a Substitute Inflation Index Level under (a) above, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the following formula:

$$\text{Substitute Inflation Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level});$$

where:

**"Base Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined;

**"Latest Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being determined; and

**"Reference Level"** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month in respect of the Latest Level.

The Issuer shall promptly give notice to the Securityholders in accordance with Security Condition 8 (*Notices*) of any Substitute Inflation Index Level.

If the Relevant Level is published or announced at any time on or after the relevant Cut-Off Date specified in the applicable Final Terms, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Index Security Condition 2 will be the definitive level for that Reference Month.

### 3. **Successor Inflation Index**

If the Calculation Agent determines that the level of an Inflation Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index and/or the Index Sponsor cancels the Inflation Index, then the Calculation Agent shall determine a successor index (a "**Successor Inflation Index**") (*in lieu* of any previously applicable Index) for the purposes of the Securities as follows:

- (a) if Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine a "Successor Inflation Index" by reference to the corresponding successor index determined under the terms and conditions of the Related Bond;
- (b) if (i) Related Bond is specified as not applicable in the applicable Final Terms or (ii) a Related Bond Redemption Event has occurred and Fallback Bond is specified as not applicable in the applicable Final Terms, the Index Sponsor announces that it will no longer publish or announce the Inflation Index but that it will be superseded by a replacement Inflation Index specified by the Index Sponsor, and the Calculation Agent determines that such replacement Inflation Index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the Inflation Index, such replacement index shall be designated a "Successor Inflation Index";
- (c) if no Successor Inflation Index has been deemed under (a) or (b) the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be; if between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index"; if three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index"; if fewer than three responses are received by the Cut-Off Date or if each of the responses received state different indices the Calculation Agent will determine an appropriate alternative index, and such index will be deemed a "Successor Inflation Index"; or
- (d) if the Calculation Agent determines that there is no appropriate alternative index there will be deemed to be no Successor Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Inflation Index shall be deemed to replace the Index for the purposes of the Inflation Index Securities. Notice of the determination of a Successor Inflation Index, the effective date of the Successor Inflation Index or the occurrence of an Index Cancellation will be given to Securityholders of the Inflation Index Securities by the Issuer in accordance with Security Condition 8 (*Notices*).

## 4. **Adjustments**

### 4.1 **Successor Inflation Index**

If a Successor Inflation Index is determined in accordance with Inflation Index Security Condition 3 (*Successor Inflation Index*) above, the Calculation Agent may make any adjustment or adjustments (without limitation) to the final Cash Settlement Amount payable under the Securities (if any) and/or any other relevant term of the Securities as the Calculation Agent deems necessary acting in good faith and

in a commercially reasonable manner. The Issuer shall give notice to the Securityholders of any such adjustment in accordance with Security Condition 8 (*Notices*).

#### 4.2 **Substitute Inflation Index Level**

If the Calculation Agent determines a Substitute Inflation Index Level in accordance with Inflation Index Security Condition 2 (*Delay in Publication*) above, the Calculation Agent may make any adjustment or adjustments (without limitation) to (a) the Substitute Inflation Index Level determined in accordance with Inflation Index Security Condition 2 (*Delay in Publication*) above and/or (b) the Cash Settlement Amount payable under the Securities (if any) and/or any other relevant term of the Securities, in each case, as the Calculation Agent deems necessary acting in good faith and in a commercially reasonable manner, provided that if Inflation Index Level Adjustment is specified as applicable in the applicable Final Terms, the Calculation Agent will only be permitted to make any such adjustment in accordance with this Inflation Index Security Condition 4.2 if the Calculation Agent determines that the delay in publication was not attributable to the Issuer, but substantially, alters the economics of the Securities compared to the economics as of the Issue Date. The Issuer shall give notice to the Securityholders of any such adjustment in accordance with Security Condition 8 (*Notices*).

#### 4.3 **Index Level Adjustment Correction**

- (a) The first publication or announcement of the Relevant Level (disregarding estimates) by the Index Sponsor for any Reference Month shall be final and conclusive and, subject to Inflation Index Security Condition 4.6 (*Index Modification*) below, later revisions to the level for such Reference Month will not be used in any calculations, save that in respect of the EUR-All Items-Revised Consumer Price Index, the ESP National-Revised Consumer Price Index (CPI) and the ESP-Harmonised-Revised Consumer Price Index HCPI, revisions to the Relevant Level which are published or announced up to and including the day that is two Business Days prior to any relevant Valuation Date will be valid and the revised Relevant Level for the relevant Reference Month will be deemed to be the final and conclusive Relevant Level for such Reference Month. The Issuer shall give notice to the Securityholders of any valid revision in accordance with Security Condition 8 (*Notices*).
- (b) If, within 30 days of publication or at any time prior to a Valuation Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Valuation Date, the Calculation Agent determines that the Index Sponsor has corrected the Relevant Level to correct a manifest error, the Calculation Agent may make any adjustment to the Cash Settlement Amount payable under the Securities (if any) and/or any other relevant term of the Securities as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction. The Issuer shall give notice to the Securityholders of any such adjustment and/or amount in accordance with Security Condition 8 (*Notices*).
- (c) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of a Valuation Date in respect of which a Substitute Inflation Index Level was determined, the Calculation Agent may either (i) determine that such Relevant Level shall not be used in any calculation or determination under the Inflation Index Securities and that the Substitute Inflation Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, or (ii) to make any adjustment to the Cash Settlement Amount payable under the Securities (if any) and/or any other relevant term of the Securities as it deems appropriate as a result of the announcement or publication of the Relevant Level and/or determine the amount (if any) that is payable as a result of such publication or announcement. The Issuer shall give notice to the Securityholders of any determination in respect of (i) or (ii), together with any adjustment or amount in respect thereof, in accordance with Security Condition 8 (*Notices*).
- (d) Notwithstanding the foregoing, if Inflation Index Level Adjustment is specified as applicable in the applicable Final Terms, the Calculation Agent will only be permitted to make any such adjustment in accordance with this Inflation Index Security Condition 4.3 if the Calculation Agent determines that the delay in publication was not attributable to the Issuer, but substantially, alters the economics of the Securities compared to the economics as of the Issue Date

#### 4.4 **Currency**

If the Calculation Agent determines that any event occurs affecting the Specified Currency or Settlement Currency, as applicable, (whether relating to its convertibility into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the Cash Settlement Amount, the Exercise Price and/or any other relevant term of the Securities (including the date on which any amount is payable by the Issuer), the Calculation Agent may make such adjustment or adjustments to any relevant Cash Settlement Amount and/or the Exercise Price and/or any other relevant term of the Securities as the Calculation Agent deems necessary acting in good faith and in a commercially reasonable manner, provided that if Currency Adjustment is specified as applicable in the applicable Final Terms, the Calculation Agent will only be permitted to make any such adjustment if the Calculation Agent determines that the event affecting the Specified Currency or the Settlement Currency was not attributable to the Issuer, but substantially alters the economics of the Securities compared to the economics as of the Issue Date. The Issuer shall give notice to the Securityholders of any such adjustment in accordance with Security Condition 8 (*Notices*).

#### 4.5 **Rebasing**

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Relevant Level from the date of such rebasing; provided, however, that the Calculation Agent may make (a) if Related Bond is specified as applicable in the relevant Final Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as before the rebasing, and/or (b) if Related Bond is specified as not applicable in the relevant Final Terms or a Related Bond Redemption Event has occurred, the Calculation Agent may make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased, and in each case the Calculation Agent may make any adjustment(s) to the Cash Settlement Amount payable under the Securities (if any) and/or any other term of the Securities as the Calculation Agent may deem necessary acting in good faith and in a commercially reasonable manner. If the Calculation Agent determines that neither (a) nor (b) above would produce a commercially reasonable result, the Issuer may cancel each Security on a date notified by the Issuer to Securityholders in accordance with Security Condition 8 (*Notices*), in which event the Issuer will pay to each Securityholder in respect of each such Security, or if Units are specified in the applicable Final Terms, each Unit, as the case may be, an amount equal to the fair market value of a Security or a Unit, as the case may be, as determined by the Calculation Agent as at the date of cancellation taking into account the rebasing, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any adjustment, cancellation of the Securities or determination pursuant to this paragraph shall be given to Securityholders in accordance with Security Condition 8 (*Notices*).

#### 4.6 **Index Modification**

- (a) If on or prior to the Cut-Off Date in respect of any Valuation Date, the Calculation Agent determines that an Index Modification has occurred, the Calculation Agent may (i) if Related Bond is specified as applicable in the relevant Final Terms, make any adjustments to the relevant Inflation Index, any Relevant Level and/or any other relevant term of the Securities (including, without limitation, the Cash Settlement Amount payable under the Securities), consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary acting in good faith and in a commercially reasonable manner, or (ii) if Related Bond is specified as not applicable in the applicable Final Terms or a Related Bond Redemption Event has occurred, make only those adjustments to the relevant Inflation Index, any Relevant Level and/or any other term of the Inflation Index Securities (including, without limitation, the Cash Settlement Amount payable under the Securities), as the Calculation Agent deems necessary acting in good faith and in a commercially reasonable manner for the modified Index to continue as the relevant Inflation Index and to account for the economic effect of the Index Modification.
- (b) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Valuation Date, the Calculation Agent may determine either to ignore such Index Modification for the purposes of any calculation or determination made by the Calculation Agent with respect to such Valuation Date, in which case the relevant Index

Modification will be deemed to have occurred with respect to the immediately succeeding Settlement Date, such that the provisions of paragraph (a) above will apply, or, notwithstanding that the Index Modification has occurred following the Cut-Off Date, to make any adjustments as the Calculation Agent deems fit in accordance with paragraph (a) above.

#### 4.7 **Index Cancellation**

If the Calculation Agent determines that an Index Cancellation has occurred, the Issuer may:

- (a) elect for the Calculation Agent to calculate the relevant level using, *in lieu* of a published level for that Inflation Index, the level for that Inflation Index, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Inflation Index last in effect prior to cancellation;
- (b) cancel all but not some only of the Securities and:
  - (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
  - (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2; or
  - (iii) if the Calculation Agent determines that such Index Cancellation constitutes a *force majeure*, and if Inflation Index Security Condition 4.7(b)(iii) is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified in the applicable Final Terms, each Unit, held by such Securityholder, which amount shall be equal to the fair market value of a Security or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or
  - (iv) otherwise, pay to each Securityholder in respect of such Security, or, if Units are specified in the applicable Final Terms, each Unit, as the case may be, held by him an amount equal to fair market value of a Security, or a Unit, as the case may be, as determined by the Calculation Agent as at the date of cancellation taking into account the Index Cancellation, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms the cost to the Issuer of unwinding or amending any related underlying hedging arrangements, payment being made in such manner as shall be notified to Securityholders in accordance with Security Condition 8.

## ANNEX 8

### ADDITIONAL TERMS AND CONDITIONS FOR CURRENCY SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as Currency Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Currency Securities set out below (the "**Currency Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Currency Security Conditions, the Currency Security Conditions shall prevail.

#### 1. Definitions

"**Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**Dual Exchange Rate**" means that any of the Base Currency, Alternative Currency and/or Alternative Currencies, splits into dual or multiple currency exchange rates;

"**Disrupted Day**" means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event has occurred;

"**FX Averaging Date**" means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

"**FX Digital Level**" means:

- (a) if FX Digital Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all the FX Averaging Dates;
- (b) if Single Resettable Level is specified as applicable in the applicable Final Terms, the Settlement Price on the FX Digital Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or
- (c) if Multiple Resettable Level is specified as applicable in the applicable Final Terms, in respect of a Resettable Period, the Settlement Price on the FX Digital Observation Date specified for such Resettable Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

"**FX Digital Observation Date**" means each date specified as such in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of

such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"FX Knock-in Level"** means:

- (a) if Knock-in Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-in Averaging Dates;
- (b) if Single Resettable Knock-in is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-in Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or
- (c) if Multiple Resettable Knock-in is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-in Period, the Settlement Price on the Knock-in Observation Date specified for such Resettable Knock-in Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"FX Knock-out Level"** means:

- (a) if Knock-out Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-out Averaging Dates;
- (b) if Single Resettable Knock-out is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-out Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;
- (c) if Multiple Resettable Knock-out is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-out Period, the Settlement Price on the Knock-out Observation Date specified for such Resettable Knock-out Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"Illiquidity Disruption"** means the occurrence of any event in respect of any of the Base Currency, Alternative Currency and/or Alternative Currencies whereby it becomes impossible for the Calculation Agent or Issuer to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent or Issuer to hedge its obligations under the Securities (in one or more transaction(s)) on the relevant Averaging Date or any Settlement Price Date (or, if different, the day on which rates for such Averaging Date or Settlement Price Date would, in the ordinary course, be published or announced by the relevant price source);

**"Knock-in Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Knock-out Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls

in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Knock-in Observation Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Knock-out Observation Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Price Source"** means the published source, information vendor or provider containing or reporting the rate or rates from which the Settlement Price is calculated as specified in the applicable Final Terms;

**"Price Source Disruption"** means that it becomes impossible to obtain the rate or rates from which the Settlement Price is calculated;

**"Resettable Knock-in Period"** means the period specified as such in the applicable Final Terms;

**"Resettable Knock-out Period"** means the period specified as such in the applicable Final Terms;

**"Resettable Period"** means the period specified as such in the applicable Final Terms;

**"Scheduled Trading Day"** means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Base Currency and Alternative Currency or Alternative Currencies;

**"Settlement Price Date"** means each Averaging Date, Strike Day, Strike Date, FX Averaging Dates, FX Digital Observation Date, Knock-in Averaging Date, Knock-out Averaging Date, Knock-in Observation Date, Knock-out Observation Date, Observation Date or Valuation Date, as the case may be;

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, five Scheduled Trading Days;

**"Strike Date"** means the Strike Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Strike Day"** means each date specified as such in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Strike Period"** means the period specified as such in the applicable Final Terms;

**"Valuation Date"** means the date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day (if Preceding Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), the immediately succeeding Scheduled Trading Day or, if such Scheduled Trading Day falls in the next calendar month, the immediately preceding Scheduled Trading Day (if Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date) or the immediately succeeding Scheduled Trading Day (if neither Preceding Currency Convention nor Modified Following Currency Convention is specified as applicable in the applicable Final Terms in respect of such date), in each case, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Currency Security Condition 3 (*Consequences of a Disruption Event*) shall apply;

**"Valuation Time"** means, unless otherwise specified in the applicable Final Terms, the time at which the Price Source publishes the relevant rate or rates from which the Settlement Price is calculated; and

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

## 2. **Disruption Events**

The occurrence of any of the following events, in respect of any Base Currency, Alternative Currency and/or Alternative Currencies, shall be a Disruption Event:

- (a) Price Source Disruption;
- (b) unless specified as not applicable in the applicable Final Terms, Illiquidity Disruption;
- (c) Dual Exchange Rate; or

- (d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b) (if applicable) or (c).

The Calculation Agent shall give notice as soon as practicable to Securityholders in accordance with Security Condition 8 (*Notices*) of the occurrence of a Disrupted Day on any day that but for the occurrence of the Disrupted Day would have been an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

### 3. Consequences of a Disruption Event

Upon a Disruption Event occurring or continuing on any Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published by the Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply the applicable Disruption Fallback in determining the consequences of the Disruption Event.

**"Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Settlement Price when a Disruption Event occurs or exists on a day that is a Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the Price Source). The Calculation Agent shall take the relevant actions specified in either (a), (b) or (c) below.

- (a) if a Settlement Price Date is a Disrupted Day, the Calculation Agent will determine that the relevant Settlement Price Date, as the case may be, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day (in the case of any Settlement Price Date) or Valid Date (in the case of an Averaging Date or Strike Day) unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Settlement Price Date is a Disrupted Day in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the Settlement Price Date (irrespective of whether that last consecutive Scheduled Trading Day is already a Settlement Price Date) and may determine the Settlement Price by using commercially reasonable efforts to determine a level for the Alternative Currency as of the Valuation Time on the last such consecutive Scheduled Trading Day taking into consideration all available information that in good faith it deems relevant; or
- (b) if any Settlement Price Date is a Disrupted Day but is not the final Valuation Date, and:
  - (i) if Highest Value is specified in the applicable Final Terms, the Issuer will on giving notice to Holders in accordance with Security Condition 8 (*Notices*), cancel all but not some only of the Securities, or if Units are specified as applicable in the applicable Final Terms, the Units, as the case may be, and pay to each Securityholder an amount in respect of each Security or Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
  - (ii) if Market Value is specified in the applicable Final Terms, the Issuer will on giving notice to Holders in accordance with Security Condition 8 (*Notices*), cancel all but not some only of the Securities, or if Units are specified as applicable in the applicable Final Terms, the Units, as the case may be, and pay to each Securityholder an amount in respect of each Security or unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2; or
  - (iii) if the Calculation Agent determines that such Disruption Event constitutes a *force majeure*, and if Currency Security Condition 3(b)(iii) is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), cancel all but not some only of the Securities, or if Units are specified as applicable in the applicable Final Terms, the Units, as the case may be, and pay to each Securityholder an amount in respect of each Security or Unit, as the case may be, held by such Securityholder, which amount shall be equal to the fair market value of a Security, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to

cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or

- (iv) otherwise, if any Settlement Price Date is a Disrupted Day but is not the final Valuation Date on giving notice to Securityholders in accordance with Security Condition 8, the Issuer shall cancel all but not some only of the Warrants, each Warrant being cancelled by payment of an amount equal to the fair market value of such Warrant, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner, payment being made in such manner as shall be notified to the Holders in accordance with Security Condition 8;
- (c) Unless Disruption Event Postponement is specified as not applicable in the applicable Final Terms, notwithstanding any provisions in the Conditions to the contrary, postpone any payment date related to such Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be provided or announced by the Price Source), as the case may be (including the Settlement Date) until the Business Day following the date on which a Disruption Event is no longer subsisting and no interest or other amount shall be paid by the Issuer in respect of such postponement.

#### 4. **Settlement Price**

"**Settlement Price**" means, in relation to each Security in respect of an Alternative Currency and a Settlement Price Date, and subject to Currency Security Condition 3 (*Consequences of a Disruption Event*) above, an amount equal to the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time on such Settlement Price Date, for the exchange of such Alternative Currency into the Base Currency (expressed as the number of units (or part units) of the Alternative Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Alternative Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time on the relevant Settlement Price Date, of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent), Provided That if the relevant rate of exchange is derived from two or more rates of exchange, the Settlement Price shall be calculated by the Calculation Agent as provided above acting in good faith and in a commercially reasonable manner on the basis of each such rate of exchange.

#### 5. **Futures Price Valuation**

If "Futures Price Valuation" is specified as applicable in the applicable Final Terms, the following provisions shall apply to these Currency Security Conditions:

"**Settlement Price**" means in relation to each Security an amount equal to the Daily Settlement Price for the relevant Current Exchange-traded Contract, as determined by the Calculation Agent on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date (as defined in Currency Security Condition 1) or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date (as defined in Currency Security Condition 1). If, in the determination of the Calculation Agent, no such price can be determined, other than as a consequence of the occurrence of a Non-Commencement or Discontinuance of an Exchange-traded Contract, an amount determined by the Calculation Agent acting in good faith and in a commercially reasonable manner as the Daily Settlement Price on such date, having regard to the then prevailing market conditions, the last reported Daily Settlement Price and such other factors as the Calculation Agent determines relevant.

For the purpose of determining whether a day is a Scheduled Trading Day where Futures Price Valuation applies, "Scheduled Trading Day" will be deemed to mean a day on which the Daily Settlement Price of the relevant Current Exchange-traded Contract is scheduled to be published by the relevant Futures or Options Exchange.

If Futures Price Valuation applies, the Disrupted Day provisions in the Security Conditions and/or these Currency Security Conditions will not apply in relation to any Current Exchange-traded Contract.

For these purposes:

**"Current Exchange-traded Contract"** means (a) if the Securities are not Rolling Futures Contract Securities, the Exchange-traded Contract and (b) if the Securities are Rolling Futures Contract Securities, the futures contract determined pursuant to Currency Security Condition 6 (*Rolling Futures Contract Securities*) below.

**"Daily Settlement Price"** means the daily settlement price (howsoever described under the rules of the relevant Futures or Options Exchange or its clearing house) of the relevant Exchange-traded Contract published by the relevant Futures or Options Exchange or its clearing house, as determined by the Calculation Agent.

**"Daily Settlement Price Correction Period"** means the period specified as such in the applicable Final Terms or, if none, one Settlement Cycle.

**"Exchange-traded Contract"** means the futures or options contract(s) specified as such in the applicable Final Terms, in each case, identified by reference to (a) the Alternative Currency and Base Currency (the **"Currency Pair"**) to which it relates, (b) the ISIN or any other unique identifier of such contract, (c) the Futures or Options Exchange on which each such contract is traded and (d) (i) if the Securities are not Rolling Futures Contract Securities, the expiry month of such contract or (ii) if the Securities are Rolling Futures Contract Securities, the specified period of each such contract and the Futures Rollover Date.

**"Exchange Business Day"** means any day on which the relevant Futures or Options Exchange is open for trading during its respective regular trading session(s).

**"Futures or Options Exchange"** means the relevant exchange specified in the description of the Exchange-traded Contract in the applicable Final Terms or any successor to such exchange.

**"Futures Rollover Date"** means either:

- (a) the date specified as such in the applicable Final Terms; or
- (b) the date selected by the Calculation Agent acting in good faith and in a commercially reasonable manner within the period (the **"Futures Rollover Period"**) specified in the applicable Final Terms.

**"Non-Commencement or Discontinuance of an Exchange-traded Contract"** means there is no Daily Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to the Valuation Date, Averaging Date or other date for valuation or observation or other relevant date, as the case may be, of the relevant Current Exchange-traded Contract.

**"Settlement Cycle"** means, in respect of an Exchange-traded Contract, the period of Exchange Business Days following a trade in such Exchange-traded Contract on the relevant Futures or Options Exchange in which settlement will customarily occur according to the rules of such Futures or Options Exchange.

Currency Security Condition 2 (*Disruption Events*) and Currency Security Condition 3 (*Consequences of a Disruption Event*) will not apply if Futures Price Valuation applies.

If Futures Price Valuation applies, references to "Alternative Currency" in the definition of "Underlying Reference" in the Security Conditions, Formulas Conditions (except for the definition of "Underlying Reference" for the purposes of the Fixed Income Payouts) and OET Warrant Conditions is deemed to be a reference to a "Current Exchange-traded Contract".

## 6. **Rolling Futures Contract Securities**

If the applicable Final Terms specify that the Securities are "Rolling Futures Contract Securities", the Securities will be valued by reference to futures contracts relating to the Currency Pair that have expiry months that do not correspond with the term of the Securities. In such case, on or prior to the Issue Date, the Calculation Agent will select an Exchange-traded Contract and for each following day until the Futures Rollover Date such futures contract will be the Current Exchange-traded Contract. On each

Futures Rollover Date the Calculation Agent will select another Exchange-traded Contract and such contract will be the Current Exchange-traded Contract until the next occurring Futures Rollover Date. Notwithstanding the provisions of Currency Security Condition 7 (*Adjustments to an Exchange-traded Contract*) or Currency Security Condition 8 (*Non-Commencement or Discontinuance of an Exchange-traded Contract*) if on a Futures Rollover Date a Non-Commencement or Discontinuance of an Exchange-traded Contract occurs and it is impossible or materially impracticable for the Calculation Agent to select an Exchange-traded Contract and/or at such time hedge the Issuer's obligations in respect of the Securities then the Issuer shall cancel all but not some only of the Warrants, each Warrant or, if Units are specified as applicable, each Unit, being cancelled by payment of an amount equal to the fair market value of such Security or Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

7. **Adjustments to an Exchange-traded Contract**

In the event that the terms of an Exchange-traded Contract are changed or modified by the Futures or Options Exchange, the Calculation Agent will make the appropriate adjustment, if any, to any of the Conditions and/or the applicable Final Terms to account for such change or modification.

8. **Non-Commencement or Discontinuance of an Exchange-traded Contract**

Where there is a Non-Commencement or Discontinuance of an Exchange-traded Contract, the Issuer may take the action described in (a) below or require the Calculation Agent to take the action described in (b) below:

- (a) the Issuer shall cancel all but not some only of the Warrants, each Warrant or, if Units are specified as applicable, each Unit, being cancelled by payment of an amount equal to the fair market value of such Security or Unit, as the case may be, taking into account the Non-Commencement or Discontinuance of an Exchange-traded Contract, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms, the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner. Payments will be made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*); or
- (b)
  - (i) replace the relevant Exchange-traded Contract affected by the Non-Commencement or Discontinuance of an Exchange-traded Contract (the "**Affected Exchange-traded Contract**") with a substitute Exchange-traded Contract (the "**Substitute Exchange-traded Contract**") which, in the determination of the Calculation Agent acting in good faith and in a commercially reasonable manner, has similar contract specifications to those of the Affected Exchange-traded Contract and
  - (ii) make such adjustments to adjust the terms of the Securities as it determines acting in good faith and in a commercially reasonable manner to be appropriate to preserve the economic position of the Securityholders prior to such replacement. Such replacement will be deemed to be effective as of the date selected by the Calculation Agent, acting in good faith and in a commercially reasonable manner, and specified in the notice referred to below. The Substitute Exchange-traded Contract will be deemed to be an "**Exchange-traded Contract**" for the purposes of the Securities.

Notwithstanding the foregoing, in the case of Italian Listed Securities the Calculation Agent will adjust any relevant terms of the Securities as it determines appropriate to preserve the economic equivalent of the obligations of the Issuer under the Securities.

The Calculation Agent shall, as soon as practicable, notify the Fiscal Agent of any determination made by it pursuant to this Currency Security Condition 8 and the action proposed to be taken in relation thereto

and the Fiscal Agent shall make available for inspection by Securityholders copies of any such determinations.

**9. Correction of the Daily Settlement Price**

With the exception of any corrections published after the day which is three Business Days prior to the due date for any payment under the Securities, if the Daily Settlement Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities is subsequently corrected and the correction is published by the relevant Futures or Options Exchange, within the number of days equal to the Daily Settlement Price Correction Period of the original publication, the Daily Settlement Price to be used shall be the Daily Settlement Price as so corrected. Corrections published after the day which is three Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## ANNEX 9

### ADDITIONAL TERMS AND CONDITIONS FOR FUND SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as Fund Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Fund Securities set out below (the "**Fund Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Fund Security Conditions, the Fund Security Conditions shall prevail.

#### 1. Definitions

"**AUM Level**" has the meaning given to it in the applicable Final Terms;

"**Averaging Date**" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Fund Business Day, the immediately following Fund Business Day;

"**Basket Trigger Event**" means that an Extraordinary Fund Event occurs in respect of one or more Funds comprising the Fund Basket, as the case may be, which has or, in the event that an Extraordinary Fund Event has occurred in respect of more than one Fund, together have, a Weighting in the Fund Basket, as the case may be, equal to or greater than the Basket Trigger Level;

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms;

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is a Fund Business Day;

"**Delayed Payment Cut-off Date**" is as defined in the applicable Final Terms or, if not so specified, the date falling two calendar years after the originally designated Settlement Date or Termination Date, as the case may be;

"**Extraordinary Fund Event Effective Date**" means, in respect of an Extraordinary Fund Event, the date on which such Extraordinary Fund Event occurs, or has occurred, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner;

"**Final Calculation Date**" means the date specified as such in the applicable Final Terms;

"**Fund**" means each Mutual Fund;

"**Fund Basket**" means, where the Fund Securities are linked to the performance of Fund Shares of more than one Fund, a basket comprising such Fund Shares;

"**Fund Business Day**" means either (i) with respect to single Fund, Fund Business Day (Single Fund Share Basis), or (ii) in respect of a Fund Basket, either Fund Business Day (All Fund Shares Basis) or Fund Business Day (Per Fund Share Basis) as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Fund Business Day (Per Fund Share Basis) shall apply;

"**Fund Business Day (All Fund Shares Basis)**" means, with respect to a Fund Basket, a date (i) that is a Fund Valuation Date for all Fund Shares comprised in the Fund Basket, as the case may be and (ii) on which the Hedge Provider has, or could have, a subscription or redemption order for each such Fund Share executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date;

"**Fund Business Day (Per Fund Share Basis)**" means, with respect to a Fund Share, a date (i) that is a Fund Valuation Date in respect of such Fund Share and (ii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date;

**"Fund Business Day (Single Fund Share Basis)"** means with respect to a Fund Share, a date (i) that is a Fund Valuation Date and (ii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally publishes or reports such value) in respect of such Fund Valuation Date;

**"Fund Documents"** means, with respect to any Fund Share, the offering document of the relevant Fund in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such Fund Share and, for the avoidance of doubt, any other documents or agreements in respect of the Fund, as further described in any Fund Document;

**"Fund Service Provider"** means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, in respect of such Fund, whether or not specified in the Fund Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms;

**"Fund Share(s)"** means an ownership interest issued to or held by an investor in a Fund or any other interest specified as such in the applicable Final Terms;

**"Fund Valuation Date"** means any date as of which, in accordance with the Fund Documents, the Fund (or the Fund Service Provider that generally determines such value) is or but for the occurrence of an Extraordinary Fund Event would have been scheduled to determine the NAV per Fund Share;

**"Hedge Provider"** means the party (being, *inter alios*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Securities or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of Fund Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of Fund Shares as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Securities;

**"Hedging Date"** has the meaning given to it in the applicable Final Terms;

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in a Fund Share which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding a Fund Share at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Guarantor (if applicable), the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation);

**"Implied Embedded Option Value"** means an amount (which may never be less than zero) equal to the present value as of the Implied Embedded Option Value Determination Date of any scheduled but unpaid payments under the Securities in respect of the period from (and including) the Extraordinary Fund Event Effective Date to (and including) the Settlement Date, as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner but, notwithstanding anything to the contrary contained herein, taking into account, without limitation, such factors as the net proceeds actually received from the redemption or sale of any Fund Shares by the Hedge Provider, the volatility of the Fund Shares and any transaction costs;

**"Implied Embedded Option Value Determination Date"** means the date determined by the Calculation Agent to be the earlier of (a) the date on which the Hedge Provider receives redemption proceeds in full in respect of its holding of Fund Shares (which for the avoidance of doubt, may be later than the scheduled Settlement Date) or (b) the Delayed Payment Cut-off Date;

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date;

**"Maximum Days of Disruption"** means the number of Fund Business Days specified in the applicable Final Terms, or if not so specified, 10 Fund Business Days.

**"Merger Event"** means, in respect of any relevant Shares and Entity (as defined below), any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such Entity, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of an Entity that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity or its subsidiaries with or into another entity in which the Entity is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Extraordinary Fund Event Effective Date, as determined by the Calculation Agent, is on or before the Final Calculation Date. For the purposes of this definition of "Merger Event" only, **"Shares"** shall mean the applicable Fund Shares or the shares of any applicable Fund Service Provider, as the context may require, and **"Entity"** shall mean the applicable Fund or any applicable Fund Service Provider, as the context may require.

**"Mutual Fund"** means the mutual fund(s) specified as such in the applicable Final Terms;

**"NAV per Fund Share"** means, with respect to the relevant Fund Shares and a Fund Business Day, (i) the net asset value per Fund Share as of the related Fund Valuation Date, as reported by the Fund Service Provider that generally publishes or reports such value on behalf of the Fund to its investors or a publishing service, or (ii) if the Fund Service Provider of the Fund publishes or reports only the aggregate net asset value of the Fund Shares, the net asset value per Fund Share calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares divided by the number of Fund Shares issued and outstanding as of the related Fund Valuation Date;

**"NAV Trigger Event"** means, in respect of the Fund Shares, that (i) the NAV per Fund Share has decreased by an amount equal to, or greater than, the NAV Trigger Percentage(s) at any time during the related NAV Trigger Period, or (ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any other contractual restriction binding on or affecting the Fund or any of its assets;

**"NAV Trigger Percentage"** means the percentage specified in the applicable Final Terms;

**"NAV Trigger Period"** means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date. For the avoidance of doubt the period could be equal to specified number of consecutive or non-consecutive Scheduled Trading Days, as defined in the applicable Final Terms;

**"Number of NAV Publication Days"** means the number of calendar days specified in the applicable Final Terms or if not so specified, with respect to a Mutual Fund, 5 calendar days;

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Fund Business Day, the immediately succeeding Fund Business Day;

**"Scheduled Trading Day"** means, if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, for the purpose of determining whether a day is a Hybrid Business Day, a Fund Business Day;

**"Settlement Price"** means, in relation to each Security subject to the provisions of this Annex and as referred to in "Valuation Date" or "Averaging Date" or "Observation Date", as the case may be:

- (i) in respect of Fund Securities relating to a single Fund, the relevant NAV per Fund Share; and

- (ii) in respect of Fund Securities relating to a Fund Basket, the sum of the values calculated in respect of each Fund Share in the Fund Basket as the NAV per Fund Share of such Fund Share multiplied by the relevant Weighting.

"**Settlement Price Date**" means the Strike Date, an Averaging Date, an Observation Date or the Valuation Date, as the case may be;

"**Strike Date**" means the Strike Date specified as such in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day;

"**Strike Day**" means each date specified as such in the applicable Final Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day;

"**Strike Period**" means the period specified as such in the applicable Final Terms;

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the Fund or Fund Service Provider, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant;

"**Termination Amount**" means:

- (i) if Highest Value is specified as applicable in the applicable Final Terms, an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, calculated and paid on such date determined, in accordance with Security Condition 21.1; or
- (ii) if Market Value is specified as applicable in the applicable Final Terms, an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, calculated and paid on such date determined, in accordance with Security Condition 21.2; or
- (iii) if the Calculation Agent determines that the relevant Extraordinary Fund Event or combination of Extraordinary Fund Events constitutes a *force majeure*, and if Fund Event *Force Majeure* is specified as applicable in the applicable Final Terms, an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, which amount shall be equal to the fair market value of a Security or a Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation;
- (iv) otherwise, the amount specified in the applicable Final Terms, or if not so specified, an amount equal to the Implied Embedded Option Value (if any), such amount payable on the Termination Date;

"**Termination Date**" means the date determined by the Issuer as provided herein and specified in the notice given to Securityholders in accordance with Fund Security Condition 4.2(c);

"**Trade Date**" has the meaning given to it in the applicable Final Terms.

"**Valuation Date**" means the first Fund Business Day following the Actual Exercise Date of the relevant Warrant;

## 2. **Extraordinary Fund Events**

Subject to the provisions of Fund Security Condition 3 (*Determination of Extraordinary Fund Events*) "**Extraordinary Fund Event**" means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

**Global Events:**

2.1 the Fund or any Fund Service Provider

- (i) ceases trading and/or, in the case of a Fund Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable)
- (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (iii) makes a general assignment or arrangement with or for the benefit of its creditors;
- (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv)(1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained;
- (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or
- (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

2.2 the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

2.3 there exists any litigation against the Fund or a Fund Service Provider which the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, could materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares; or

2.4 (i) an allegation of criminal or fraudulent activity is made in respect of the Fund, or any Fund Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the Fund, any Fund Service Provider or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the determination of the Calculation Agent acting in good faith and a commercially reasonable manner, materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares;

**Fund Service Provider/Key Person Events:**

2.5 (i) a Fund Service Provider ceases to act in such capacity in relation to the Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent and/or (ii) any event occurs

which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Fund and/or any Fund Service Provider to meet or maintain any obligation or undertaking under the Fund Documents which failure is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor in such Fund Shares; or

- 2.6 one or more of the key individuals involved with, or having supervision over, the Fund or a Fund Service Provider ceases to act in such capacity, and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;

**Modification Events:**

- 2.7 a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the Fund (howsoever described, including the underlying type of assets in which the Fund invests), from those set out in the Fund Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;
- 2.8 a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the Fund invests, or (ii) the Fund purports to track;
- 2.9 a material modification, or any announcement regarding a potential future material modification, of the Fund (including but not limited to a material modification of the Fund Documents or to the Fund's liquidity terms) other than a modification or event which does not affect the Fund Shares or the Fund or any portfolio of assets to which the Fund Share relates (either alone or in common with other Fund Shares issued by the Fund);
- 2.10 the creation by the Fund of any illiquid share class or unit howsoever described;
- 2.11 the currency denomination of the Fund Shares is amended from that set out in the Fund Documents so that the NAV per Fund Share is no longer calculated in the same currency as it was as at the Trade Date;
- 2.12 if applicable, the Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction; or
- 2.13 following the issue or creation of a new class or series (howsoever described in the Fund Documents) of shares or units by the Fund, the Calculation Agent determines taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the Fund Documents) that such new class or series has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Securities;

**NAV per Fund Share/AUM Level Events:**

- 2.14 a material modification of the method of calculating the NAV per Fund Share;
- 2.15 any change in the periodicity of the calculation or the publication of the NAV per Fund Share;
- 2.16 any suspension of the calculation or publication of the NAV per Fund Share;
- 2.17 the occurrence of any event affecting a Fund Share that the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, would make it impossible or impracticable for the Calculation Agent to determine the NAV per Fund Share;
- 2.18 any of the Fund, any Fund Service Provider or any other party acting on behalf of the Fund fails for any reason to calculate and publish the NAV per Fund Share within the Number of NAV Publication Days following any date scheduled for the determination of the valuation of the Fund Shares unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- 2.19 any Fund Service Provider uses asset prices provided by the investment manager (howsoever described in the Fund Documents) to calculate the NAV per Fund Share when such asset prices could have been

obtained from independent sources and the asset prices from independent sources materially diverge from the asset prices provided by the investment manager (howsoever described in the Fund Documents);

- 2.20 the assets under management of the Fund falls below the AUM Level;
- 2.21 (i) the Calculation Agent determines, at any time, that the NAV per Fund Share is inaccurate, or (ii) the reported net asset value of the Fund Shares misrepresents the net asset value of the Fund Shares;
- 2.22 a NAV Trigger Event occurs; or
- 2.23 (i) the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, and/or (ii) the Calculation Agent, acting in good faith and in a commercially reasonable manner, does not deem the audited net asset value of the Fund and/or the NAV per Fund Share to be representative of the actual net asset value of the Fund and/or the NAV per Fund Share;

**Reporting Events:**

- 2.24 any failure of the Fund, or its authorised representative, to deliver or publish, or cause to be delivered or published, (i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Calculation Agent or Hedge Provider, or (ii) information that has been previously delivered to the Hedge Provider or the Calculation Agent, as applicable, in accordance with the Fund's, or its authorised representative's, normal practice and that the Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share; or
- 2.25 any Fund Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund;

**Tax/Law/Accounting/Regulatory Events:**

- 2.26 there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Securities (a "Tax Event") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- 2.27 (i) any relevant activities of or in relation to the Fund or a Fund Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory entity with authority over the Fund), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Fund or a Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the Fund is required by a competent authority to redeem any Fund Shares, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any Fund Shares held in connection with any hedging arrangements relating to the Securities and/or (v) any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Service Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or other activities or undertakings of the Fund or on the rights or remedies of any investor in such Fund Shares, including any Hedge Provider;

### **Hedging/Impracticality/Increased Costs Events:**

- 2.28 in connection with any hedging activities in relation to the Securities, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount or cost of regulatory capital that would have to be maintained in respect of any holding of Fund Shares or that would subject a holder of the Fund Shares or the Hedge Provider to any loss), purchase or sell the relevant Fund Shares or any underlying assets of or related to the Fund or for the Hedge Provider to maintain such hedging arrangements and, (ii) subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;
- 2.29 in connection with the hedging activities in relation to the Securities, if the cost to the Hedge Provider in relation to the Securities and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Securities and the related hedging arrangements;
- 2.30 in connection with the hedging activities in relation to the Securities, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary to hedge the Issuer's obligations under the Securities or (ii) to realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem a Fund Share, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Share, or (B) any mandatory redemption, in whole or in part, of such Fund Share;
- 2.31 at any time on or after the Trade Date of the first issue of the Series, the Hedge Provider directly or indirectly acquires any ownership interest in or sponsors a covered fund that is not subject to an exemption under 12 U.S.C. §1851 (the "**U.S. Volcker Rule**");
- 2.32 at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Securities; or
- 2.33 at any time on or after the Trade Date of the first issue of the Series, (i) the Hedge Provider unintentionally acquires directly or indirectly any ownership interest in a Fund that exceeds 10 per cent. of the total assets under management or (ii) as a consequence of changes in the performance, size, investment strategy or liquidity of a Fund, the Hedge Provider holds an ownership interest in such Fund that exceeds 10 per cent. of the total assets under management;

### **Dealing Events:**

- 2.34 (i) the non-execution or partial-execution by the Fund for any reason of a subscription or redemption order in respect of any Fund Shares (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit) (ii) the Fund suspends or refuses transfers of any of its Fund Shares (including, without limitation, if the Fund applies any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares), (iii) the Fund imposes in whole or in part any restriction (including, without limitation, any redemption in specie), charge or fee in respect of a redemption or subscription of its Fund Shares by the Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed Fund Shares, if in any case it could in the determination of the Calculation Agent acting in good faith and in a commercially reasonable

manner have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Securities, or (iv) a mandatory redemption, in whole or in part, of the Fund Shares is imposed by the Fund on any one or more holders of Fund Shares at any time for any reason;

**Miscellaneous Events:**

- 2.35 in the case of Securities linked to a Fund Basket, a Basket Trigger Event occurs;
- 2.36 the Fund or any Fund Service Provider defaults under, materially modifies, or terminates any rebate agreements in place with the Issuer, the Hedge Provider or any of its Affiliates;
- 2.37 if the Fund is part of an umbrella structure with more than one sub-fund, a cross-contamination or other failure to segregate the portfolio of assets held by the Fund occurs between different series, classes and/or sub-funds;
- 2.38 any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation Agent is comparable to security over any such assets (including without limitation any repo or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repo, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or terminable early by reason of any event of default (howsoever described) relating to the Fund or the relevant Fund Service Provider; or
- 2.39 the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider or any parent company (howsoever described) of the Fund, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's).

References solely in this Fund Security Condition 2 (*Extraordinary Fund Events*) to:

- (i) "**Fund**" shall include the Fund and any funds in which it invests any of its investible assets from time to time; and
- (ii) "**Fund Shares**" shall include the Fund Shares and the shares or units in any Fund (as defined in paragraph (i) above)

All of the events listed in this Fund Security Condition 2 (*Extraordinary Fund Events*) will constitute an Extraordinary Fund Event, unless SC/FM Fund Events is specified as applicable in the applicable Final Terms, in which case the events described in Fund Security Conditions 2.13, 2.17, 2.26, 2.27(iv), 2.27(v), 2.28, 2.29, 2.30, 2.31, 2.32 and 2.34(iii) will not constitute an Extraordinary Fund Event.

**3. Determination of Extraordinary Fund Events**

The Calculation Agent will determine if an Extraordinary Fund Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary Fund Event, the Issuer may determine which Extraordinary Fund Event is to be triggered.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary Fund Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

**4. Consequences of an Extraordinary Fund Event**

- 4.1 If the Calculation Agent determines that an Extraordinary Fund Event has occurred, the Calculation Agent shall give notice (an "**Extraordinary Fund Event Notice**") to the Securityholders in accordance with Security Condition 8 (*Notices*) (which notice shall be irrevocable), of the occurrence of such Extraordinary Fund Event (the date on which an Extraordinary Fund Event Notice is given, an

"**Extraordinary Fund Event Notification Date**") as soon as reasonably practicable following the determination of an Extraordinary Fund Event. The Extraordinary Fund Event Notice shall set out, if determined at that time, the action that the Issuer has determined to take in respect of the Extraordinary Fund Event pursuant to Fund Security Condition 4.2. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary Fund Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Securityholders in accordance with Security Condition 8 (*Notices*) as soon as reasonably practicable after the Extraordinary Fund Event Notification Date.

Neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Securityholder or any other person in connection with the Securities as a result of any delay in notifying Securityholders of the occurrence of an Extraordinary Fund Event, howsoever arising. If the Calculation Agent gives an Extraordinary Fund Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the Securities until the Issuer has determined the action that it has determined to take pursuant to Fund Security Condition 4.2.

4.2 Following the occurrence of an Extraordinary Fund Event, the Issuer may take the action described below in 4.2(a), (b) or (c) provided that, if the Calculation Agent determines that an Extraordinary Fund Event has occurred or is continuing on the Delayed Payment Cut-off Date in accordance with the provisions of Fund Security Condition 5 below (*Settlement Date/Automatic Early Expiration Date/ Termination Date Extension*), the Issuer shall determine that the action to be taken in respect of the Extraordinary Fund Event is "**Termination**".

(a) **Adjustment**

If the Issuer determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Adjustment**", then the Calculation Agent may determine, acting in good faith and in a commercially reasonable manner, the appropriate adjustment(s), if any, to be made to any one or more Fund, Fund Share and/or the Exercise Price and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to take account of the Extraordinary Fund Event and determine the effective date of such adjustment.

(b) **Substitution**

If the Issuer determines that the action in respect of the Extraordinary Fund Event is to be "**Substitution**", the Calculation Agent shall:

- (i) determine the weighted average price at which a Hypothetical Investor can redeem the Fund Shares in the relevant Fund (the "**Affected Fund**") in such number as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner as soon as it is reasonably practicable following the Extraordinary Fund Event;
- (ii) for a period of not longer than 14 calendar days following the date on which a Hypothetical Investor would have received proceeds from a redemption order in full submitted by the Hedge Provider as soon as practicable following the occurrence of an Extraordinary Fund Event, use reasonable efforts to substitute the Fund Shares with shares, units or other similar interests in an alternative fund which, in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner), has similar characteristics to the Affected Fund, including but not limited to, comparable investment objectives, investment restrictions and investment processes and has service providers acceptable to the Calculation Agent;
- (iii) if no alternative fund can be determined pursuant to the preceding sub-paragraph (ii) above, use reasonable efforts to substitute the Fund with an index (or a fund tracking such index) selected by the Calculation Agent acting in good faith and in a commercially reasonable manner; and
- (iv) following any substitution in accordance with sub-paragraph (ii) or (iii) above, the Issuer may require the Calculation Agent make such determinations and/or adjustments to these Terms and Conditions and/or the Final Terms as it determines to be appropriate to take account of such Substitution.

(c) **Termination**

If the Issuer determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Termination**", on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*) (which such notice may be included in the Extraordinary Fund Event Notice in respect of the relevant Extraordinary Fund Event and will specify the Termination Date), all but not some only of the outstanding Securities shall be cancelled by payment of the Termination Amount on the Termination Date, payment being made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8 (*Notices*).

5. **Settlement Date/Automatic Early Expiration Date/Termination Date Extension**

In the case of Cash Settled Securities, if on the date falling four Business Days prior to the originally designated Settlement Date or Automatic Early Expiration Date, as the case may be, the Hedge Provider has not, after having placed one or more redemption orders in respect of its holding of Fund Shares in accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of such Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may postpone the Settlement Date or Automatic Early Expiration Date, as the case may be, and notify the Securityholders thereof in accordance with Security Condition 8 (*Notices*).

As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to Securityholders in accordance with Security Condition 8 (*Notices*) (such notice the "**Delayed Payment Notice**") and cancel the Securities on the date falling not more than five Business Days following the receipt of the Delayed Payment Notice (such date, the "**Postponed Settlement Date**") by payment to each Securityholder of the Cash Settlement Amount or the Automatic Early Expiration Amount, as the case may be, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on (and including) the Delayed Payment Cut-off Date, the Calculation Agent shall determine that an Extraordinary Fund Event has occurred and is continuing on the Delayed Payment Cut-off Date and shall notify Securityholders thereof in accordance with the procedures set out in Fund Security Condition 4 above, and in accordance with Security Condition 8 (*Notices*) and the provisions of Fund Security Condition 4.2(c) shall apply.

## ANNEX 10

### ADDITIONAL TERMS AND CONDITIONS FOR FUTURES SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as Futures Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Futures Securities set out below (the "**Futures Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Futures Security Conditions, the Futures Security Conditions shall prevail.

#### 1. Definitions

**"Basket of Futures"** means a basket composed of each Future specified in the applicable Final Terms in the weightings specified in the applicable Final Terms;

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the relevant Future(s);

**"Clearance System Days"** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions;

**"Disrupted Day"** means any Scheduled Trading Day on which a relevant Exchange fails to open for trading during its regular trading session(s) or on which a Market Disruption Event has occurred;

**"Early Closure"** means the closure on any Exchange Business Day of the relevant Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s), at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange for execution at the Valuation Time on such Exchange Business Day;

**"Exchange"** means, in relation to a Future, each exchange or quotation system specified as such in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Future has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Future on such temporary substitute exchange or quotation system as on the original Exchange);

**"Exchange Business Day"** means either (a) in the case of a single Future, Exchange Business Day (Single Future Basis) or (b) in the case of a Basket of Futures, Exchange Business Day (All Futures Basis) or Exchange Business Day (Per Future Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Future Basis) shall apply;

**"Exchange Business Day (All Futures Basis)"** means, in respect of all Futures comprised in a Basket of Futures, any Scheduled Trading Day on which each Exchange is, in respect of such Futures, open for trading during its regular trading session(s) notwithstanding such Exchange closing prior to its Scheduled Closing Time;

**"Exchange Business Day (Per Future Basis)"** means, in respect of a Future, any Scheduled Trading Day on which the relevant Exchange in respect of such Future is open for trading during its regular trading session(s), notwithstanding such relevant Exchange closing prior to its Scheduled Closing Time;

**"Exchange Business Day (Single Future Basis)"** means any Scheduled Trading Day on which the relevant Exchange is open for trading during its respective regular trading session(s), notwithstanding such relevant Exchange closing prior to its Scheduled Closing Time;

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner) the

ability of market participants in general to effect transactions in, or obtain market values for, the Futures on the Exchange;

**"Future"** or **"Futures"** means, subject to adjustments in accordance with this Annex 10, in the case of an issue of Securities relating to a single Future, the futures contract and, in the case of an issue of Securities relating to a Basket of Futures, each futures contract, specified in the applicable Final Terms, and related expressions shall be construed accordingly;

**"Futures Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle;

**"Scheduled Trading Day"** means either (a) in the case of a single Future, Scheduled Trading Day (Single Future Basis) or (b) in the case of a Basket of Futures, Scheduled Trading Day (All Futures Basis) or Scheduled Trading Day (Per Future Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Future Basis) shall apply;

**"Scheduled Trading Day (All Futures Basis)"** means, in respect of all Futures comprising the Basket of Futures, any day on which each Exchange is, in respect of such Futures, scheduled to be open for trading during its regular trading session(s);

**"Scheduled Trading Day (Per Future Basis)"** means, in respect of a Future, any day on which the relevant Exchange is scheduled to be open for trading during its regular trading session(s);

**"Scheduled Trading Day (Single Future Basis)"** means any day on which the relevant Exchange is scheduled to be open for trading during its regular trading session(s);

**"Settlement Cycle"** means, in respect of a Future, the period of Clearance System Days following a trade in the Future on the Exchange on which settlement will customarily occur according to the rules of such Exchange;

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms, in relation to each Security subject to the provisions of this Annex and as referred to in "Averaging Date", "Observation Date", "Strike Date" or "Valuation Date" as the case may be:

- (a) in the case of Futures Securities relating to a Basket of Futures and in respect of each Futures comprising the basket, an amount equal to the official closing price (or the price at the Valuation Time on an Averaging Date or the Valuation Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Future on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and
- (b) in the case of Futures Securities relating to a single Future, an amount equal to the official price (or the price at the Valuation Time on an Averaging Date or the Valuation Date, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Future on (i) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (ii) if Averaging is specified in the applicable Final Terms, an Averaging Date;

**"Trading Disruption"** means any suspension of or limitation imposed on trading by the relevant Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or otherwise relating to the Futures on the Exchange.

## 2. **Market Disruption**

**"Market Disruption Event"** means, in relation to Securities relating to a single Future or a Basket of Futures, in respect of a Future the occurrence or existence of (a) a Trading Disruption, (b) an Exchange Disruption, which in either case the Calculation Agent determines acting in good faith and in a commercially reasonable manner is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Security Condition 8 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date, or an Observation Date, a Valuation Date or the Strike Date.

3. **Adjustments to a Future**

3.1 **Futures Modification, Futures Replacement or Futures De-Listing**

If, on or prior to the last Valuation Date, the last Observation Date or the last Averaging Date, (a) the relevant Exchange makes or announces that it will make a material change in the conditions of the Future(s) (a "**Futures Modification**"), (b) the relevant Exchange replaces the Future by a new Future contract to be substituted to the Future (a "**Futures Replacement**") or (c) the relevant Exchange announces that the relevant Future cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union) (a "**Futures De-Listing**" and, together with a Futures Modification and a Futures Replacement, each a "**Futures Adjustment Event**"), then:

- (a) following the occurrence of a Futures Modification or a Futures Replacement, the Calculation Agent shall determine acting in good faith and in a commercially reasonable manner if such Futures Modification or Futures Replacement has a material effect on the Securities and, if so, shall use the Future(s) so modified or replaced *in lieu* of the initial Future with respect to the relevant Securities; or
- (b) the Issuer may cancel the Warrants by giving notice to Securityholders in accordance with Security Condition 8. If the Warrants are so cancelled the Issuer will:
  - (i) if Highest Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.1;
  - (ii) if Market Value is specified as applicable in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder calculated and paid on such date determined, in accordance with Security Condition 21.2; or
  - (iii) if the Calculation Agent determines that such Futures Adjustment Event constitutes a *force majeure*, and if Futures Security Condition 3.1(b)(iii) is specified in the applicable Final Terms, the Issuer will on giving notice to Securityholders in accordance with Security Condition 8 (*Notices*), pay to each Securityholder an amount in respect of each Security, or if Units are specified as applicable in the applicable Final Terms, each Unit, as the case may be, held by such Securityholder, which amount shall be equal to the fair market value of a Security or Unit, as the case may be, taking into account such event (provided that no account will be taken of costs (other than such costs that are unavoidable to cancel the Securities at their fair market value) and no such costs shall be deducted), such amount to be paid to the Securityholders on the date notified to the Securityholders in the notice of cancellation; or
  - (iv) otherwise, pay an amount to each Securityholder in respect of each Warrant or, if Units are specified in the applicable Final Terms, each Unit, being cancelled an amount equal to the fair market value of a Warrant or a Unit, as the case may be, taking into account the Futures Adjustment Event, less, unless Unwind Costs are specified as not applicable in the applicable Final Terms the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner,

payment being made in such manner as shall be notified to the Securityholders in accordance with Security Condition 8.

**3.2 Notice**

The Calculation Agent shall, as soon as practicable, notify the Fiscal Agent of any determination made by it pursuant to paragraph 3.1 (*Futures Modification, Futures Replacement or Futures De-Listing*) above and the action proposed to be taken in relation thereto and the Fiscal Agent shall make available for inspection by Securityholders copies of any such determinations.

**4. Correction of Futures Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Securities, if the price of the relevant Future(s) published on a given day and used or to be used by the Calculation Agent to make any determination under the Securities, is subsequently corrected and the correction published by the relevant Exchange within the number of days equal to the Futures Correction Period of the original publication, the price to be used shall be the price of the relevant Future(s) as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Securities will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

## ANNEX 11

### ADDITIONAL TERMS AND CONDITIONS FOR UNDERLYING INTEREST RATE SECURITIES

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Securities specified in the applicable Final Terms as Underlying Interest Rate Securities shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for Underlying Interest Rate Securities set out below (the "**Underlying Interest Rate Security Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the Underlying Interest Rate Security Conditions, the Underlying Interest Rate Security Conditions shall prevail.

#### 1. **Underlying Interest Rate Determination**

In respect of each Underlying Interest Determination Date specified in the applicable Final Terms, the Underlying Interest Rate or, if two or more Underlying Interest Rates are specified in the applicable Final Terms, each Underlying Interest Rate will be determined in the manner specified in the applicable Final Terms. Each Underlying Interest Rate comprising a Multiple Underlying Interest Rate will be calculated separately and independently as provided below and in the applicable Final Terms.

#### 2. **ISDA Determination**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the relevant Underlying ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any) specified in the applicable Final Terms. For the purposes of these Underlying Interest Rate Security Conditions, "**Underlying ISDA Rate**" means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Securities (the "**ISDA Definitions**") and under which:

- (a) the Floating Rate Option is as specified in the applicable Final Terms, provided that, if the Floating Rate Option specified in the applicable Final Terms is a LIBOR or EURIBOR rate, in the event that EURIBOR or LIBOR has been discontinued, such other successor benchmark rate as the financial industry shall have accepted as a successor or substitute rate for EURIBOR or LIBOR for the relevant currency, as applicable;
- (b) the Designated Maturity is a period specified in the applicable Final Terms; and
- (c) the relevant Reset Date is as specified in the applicable Final Terms.

For the purposes of these Underlying Interest Rate Security Conditions, "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

#### 3. **Screen Rate Determination**

- (i) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will, subject as provided below, be either:

- (a) the offered quotation; or
- (b) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate *per annum*) for the Underlying Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Specified Time indicated in the applicable

Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) (the "**Screen Page Underlying Reference Rate**") on the Underlying Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (ii) In the event that the Relevant Screen Page is not available or if, in the case of (i) (a) above, no such offered quotation appears on the Relevant Screen Page (or such replacement page on that service which displays the information) or, in the case of (ii) (a) above, fewer than three such offered quotations appear on the Relevant Screen Page (or such replacement page on that service which displays the information), in each case as at the Specified Time indicated above or in the applicable Final Terms, except as provided in paragraph (iii) below, the Calculation Agent will determine the Underlying Reference Rate as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner.
- (iii) If the Calculation Agent determines at any time prior to any Underlying Interest Determination Date, that the Screen Page Underlying Reference Rate has been discontinued, the Calculation Agent will use, as a substitute for the Screen Page Underlying Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the currency of the relevant rate that is consistent with industry accepted standards, provided that if the Calculation Agent notifies the Issuer that it is unable to determine such an alternative reference rate, the Calculation Agent will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable Underlying Interest Determination Date) appoint an agent (the "**Underlying Reference Rate Determination Agent**"), which will determine whether a substitute or successor rate, which is substantially comparable to the Screen Page Underlying Reference Rate, is available for the purpose of determining the Underlying Reference Rate on each Underlying Interest Determination Date falling on or after the date of such determination. If the Underlying Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Underlying Reference Rate Determination Agent will notify the Issuer of such successor rate to be used by the Calculation Agent to determine the Underlying Interest Rate.

If the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the "**Replacement Underlying Reference Rate**"), for the purpose of determining the Underlying Reference Rate on each Underlying Interest Determination Date falling on or after such determination:

- (a) the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, will also determine the changes (if any) required to the Underlying Interest Determination Date and any method for obtaining the Replacement Underlying Reference Rate, including any adjustment needed to make such Replacement Underlying Reference Rate comparable to the Screen Page Underlying Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Underlying Reference Rate;
- (b) references to the Underlying Reference Rate in these Underlying Interest Rate Security Conditions will be deemed to be references to the relevant Replacement Underlying Reference Rate, including any alternative method for determining such rate as described in (a) above;
- (c) the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, will notify the Issuer of the Replacement Underlying Reference Rate, and the details described in (a) above as soon as reasonably practicable; and

- (d) the Issuer will give notice to the Holders in accordance with Security Condition 8 (*Notices*), and the Calculation Agent of the Replacement Underlying Reference Rate, and the details described in (i) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable Underlying Interest Determination Date.

The determination of the Replacement Underlying Reference Rate and the other matters referred to above by the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent and the Holders, unless the Issuer, the Calculation Agent or the Underlying Reference Rate Determination Agent determines at a later date that the Replacement Underlying Reference Rate is no longer substantially comparable to the Underlying Reference Rate or does not constitute an industry accepted successor rate, in which case the Calculation Agent shall appoint or re-appoint a Underlying Reference Rate Determination Agent, as the case may be (which may or may not be the same entity as the original Underlying Reference Rate Determination Agent or the Calculation Agent) for the purpose of confirming the Replacement Underlying Reference Rate or determining a substitute Replacement Underlying Reference Rate in an identical manner as described in this paragraph (iii). If the replacement Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a substitute Replacement Underlying Reference Rate, then the Replacement Underlying Reference Rate will remain unchanged.

The Underlying Reference Rate Determination Agent may be (x) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the currency of the relevant rate as appointed by the Calculation Agent, (y) the Issuer or the Guarantor (if applicable) or (z) an affiliate of the Issuer, the Guarantor (if applicable) or the Calculation Agent.

If the Underlying Reference Rate Determination Agent or the Calculation Agent, as applicable, is unable to or otherwise does not determine a Replacement Underlying Reference Rate, then the Replacement Underlying Reference Rate, shall be equal to the last Underlying Reference Rate available on the Screen Page Underlying Reference Rate, plus or minus (as appropriate) the Underlying Margin (if any), as determined by the Calculation Agent.

#### 4. **Determination of Underlying Interest Rate**

The Calculation Agent will, on or as soon as practicable after each date on which the Underlying Interest Rate is to be determined, which if the Securities are Hybrid Securities and Hybrid Business Day is specified as applicable in the applicable Final Terms, will be deemed to be a Scheduled Trading Day for the purposes of determining whether such day is a Hybrid Business Day (the "**Underlying Interest Determination Date**"), determine the Underlying Reference Rate (subject to any Minimum Underlying Reference Rate or Maximum Underlying Reference Rate specified in the applicable Final Terms). The Calculation Agent will notify the Principal Paying Agent of the Underlying Reference Rate as soon as practicable after calculating the same.

#### 5. **Minimum and/or Maximum Underlying Reference Rate**

If the applicable Final Terms specifies a Minimum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Underlying Interest Rate Security Conditions 2 (*ISDA Determination*) or 3 (*Screen Rate Determination*) above (as appropriate) is less than such Minimum Underlying Reference Rate, the Underlying Reference Rate shall be such Minimum Underlying Reference Rate.

If the applicable Final Terms specifies a Maximum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Underlying Interest Rate Security Conditions 2 (*ISDA Determination*) or 3 (*Screen Rate Determination*) above (as appropriate) is greater than such Maximum Underlying Reference Rate, the Underlying Reference Rate shall be such Maximum Underlying Reference Rate.

## ANNEX 12

**This section is intentionally left blank.**

## ANNEX 13

### ADDITIONAL TERMS AND CONDITIONS FOR OET WARRANTS

If specified as applicable in the applicable Final Terms, the terms and conditions applicable to Warrants specified in the applicable Final Terms as OET Warrants shall comprise the terms and conditions of Securities (the "**Security Conditions**") and the additional Terms and Conditions for OET Warrants set out below (the "**OET Warrant Conditions**"), in each case together with any other additional terms and conditions specified in the applicable Final Terms and subject to completion in the applicable Final Terms. In the event of any inconsistency between (i) the Security Conditions and (ii) the OET Warrant Conditions, the OET Warrant Conditions shall prevail.

#### 1. Definitions

**"Automatic Early Expiration Amount"** means an amount in the Settlement Currency equal to the Automatic Early Expiration Payout set out in the applicable Final Terms. If the Automatic Early Expiration Payout is zero, no amount shall be payable on settlement of the Warrant pursuant to OET Warrant Condition 2 (*Automatic Early Expiration*).

The Automatic Early Expiration Amount shall be rounded to the nearest sub-unit of the relevant Settlement Currency half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

**"Automatic Early Expiration Event"** means that, as determined by the Calculation Agent, at the Observation Time(s) on an Automatic Early Expiration Valuation Date (the "**Relevant Automatic Early Expiration Valuation Date**"):

- (a) with respect to an OET Call Warrant, the Observation Price is less than or equal to the applicable Security Threshold; or
- (b) with respect to an OET Put Warrant, the Observation Price is greater than or equal to the applicable Security Threshold;

**"Automatic Early Expiration Valuation Date"** means each Relevant Business Day from (and including) the Issue Date notwithstanding the occurrence of (in the case of Index OET Warrants, Share OET Warrants, ETI OET Warrants or Currency OET Warrants) a Disrupted Day;

**"Capitalised Exercise Price"** or "**CEP<sub>t</sub>**" means, in respect of a calendar day (day<sub>t</sub>), an amount calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + Financing Rate_{t-1})^{1/360}$$

Except that:

- (a) with respect to Share OET Warrants, ETI OET Warrants and Index OET Warrants (where dividends on the index Shares (as defined below) are not reinvested in the relevant index), and where day<sub>t</sub> is an Ex-Dividend Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + Financing Rate_{t-1})^{1/360} - Dividend Adjustment Amount$$

- (b) with respect to Rolling Futures Contract Securities, and where day<sub>t</sub> is a Futures Rollover Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + Financing Rate_{t-1})^{1/360} + Futures Rollover Adjustment Amount$$

- (c) with respect to Index OET Call Warrants (where dividends on the Index Shares (as defined below) are reinvested in the relevant Index), and where  $day_t$  is an Ex-Dividend Date, the Capitalised Exercise Price will be calculated as follows and rounded upwards or downwards in accordance with the Capitalised Exercise Price Rounding Rule specified in the applicable Final Terms:

$$CEP_t = CEP_{t-1} * (1 + \text{Financing Rate}_{t-1})^{1/360} + \text{Applicable Withholding Tax}$$

for the purposes of this definition:

**"Applicable Withholding Tax"** means an amount calculated by the Calculation Agent equal to the taxes deducted or withheld at source by or on behalf of any applicable authority having the power to tax in respect of the cash dividends and/or other cash distributions payable in respect of the relevant Index Share related to the Ex-Dividend Date pursuant to the applicable double taxation treaty or domestic law prevailing at the time of the distribution;

**"CEP<sub>t-1</sub>"** means the Capitalised Exercise Price applicable on  $day_{t-1}$ , provided that the Capitalised Exercise Price applicable on the Issue Date shall be equal to the Exercise Price;

**"Dividend Adjustment Amount"** means, in respect of an Ex-Dividend Date, an amount determined by the Calculation Agent equal to (i) the sum of the gross cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share) related to such Ex-Dividend Date multiplied by (ii) the Dividend Percentage;

**"Dividend Percentage"** means the percentage specified as such in the applicable Final Terms, provided that the Calculation Agent acting in good faith and in a commercially reasonable manner, may increase such percentage to reflect any imposition of or adjustment to, any taxes which are deducted or withheld at source by or on behalf of any applicable authority having the power to tax in respect of cash dividends and/or other cash distributions payable in respect of the relevant Underlying Reference (or in the case of an Index, in respect of each Index Share). If the Dividend Percentage is adjusted as provided herein, the adjusted Dividend Percentage, will be notified to Holders in accordance with Security Condition 8 (*Notices*) as soon as reasonably practicable following such adjustment;

**"Exercise Price"** means the price specified as such in the applicable Final Terms;

**"Financing Rate<sub>t-1</sub>"** means, the Financing Rate applicable on  $day_{t-1}$ ;

**"Futures Rollover Adjustment Amount"** means an amount, which may be positive or negative, calculated by the Calculation Agent representing the cost to the Issuer and/or its Affiliates of unwinding its hedging arrangements in the Current Exchange-traded Contract or the relevant Futures Contract, as the case may be, less the cost to the Issuer and/or its Affiliates of establishing hedging arrangements in the next Current Exchange-traded Contract or Futures Contract, as the case may be, in each case in respect of the relevant Futures Rollover Date, such amount to be allocated *pro rata* amongst the Warrants.

The Capitalised Exercise Price will be made available (subject to technical failure) during normal business hours on any Local Business Day during the term of the OET Warrants, on the OET Website(s) specified in the applicable Final Terms or such other website as may be notified to the Securityholders;

**"Conversion Rate Final"** means, in respect of a day, the rate of exchange (including any rates of exchange pursuant to which the relevant rate of exchange is derived) between the currency of the relevant Underlying Reference and the Settlement Currency, as specified as such in the applicable Final Terms on such day;

**"Ex-Dividend Date"** means, with respect to a Share, ETI Interest (in respect of which a dividend is paid) or share comprising an Index (an **"Index Share"**), the date on which such Share, ETI Interest or Index Share becomes "ex-dividend" as determined by the Calculation Agent;

**"Final Price"** means the Settlement Price on the Valuation Date or Optional Settlement Valuation Date, as applicable;

**"Final Price Early"** means the price of the relevant Underlying Reference, determined by the Calculation Agent on the basis of the price obtained by unwinding any underlying related hedging arrangements in respect of the relevant OET Warrants during the three-hour period immediately following the occurrence of the relevant Automatic Early Expiration Event, provided that (i) the Final Price Early in respect of an OET Call Warrant will be no lower than the lowest Observation Price and (ii) the Final Price Early in respect of an OET Put Warrant will be no greater than the highest Observation Price, in each case determined by the Calculation Agent during such three-hour period, or otherwise, during the opening hours of the relevant Exchange. With respect to OET Warrants relating to an Index, Share or ETI Interest, the above-mentioned three-hour period shall be counted during the opening hours of the relevant Exchange. Accordingly, if the period between the occurrence of the Automatic Early Expiration Event and the official closing time of the relevant Exchange is less than three hours, then the observation period shall extend to the following Relevant Business Day, until a full period of three hours has passed since the occurrence of the Automatic Early Expiration Event. With respect to Currency OET Warrants, if a period during a Relevant Business Day is specified in the applicable Final Terms as the Observation Time and the period between the occurrence of the Automatic Early Expiration Event and the end of that period is less than the above mentioned three-hour period, then the observation period shall extend to the following Relevant Business Day beginning at 8:00 am (CET time) until a full period of three hours has passed since the occurrence of the Automatic Early Expiration Event;

**"Financing Rate"** means, if applicable, in respect of a calendar day ( $day_t$ ), the rate calculated as

Financing Rate Percentage + Interbank Rate 1 – Interbank Rate 2;

**"Financing Rate Percentage"** means, in the case of OET Call Warrants, the positive rate and, in the case of OET Put Warrants, the negative rate, specified in the applicable Final Terms Provided that the Calculation Agent may, in its sole and absolute discretion, select an alternative rate which must be within the Financing Rate Range;

**"Financing Rate Range"** means the range specified as such in the applicable Final Terms;

**"Interbank Rate 1"** means the offered quotation which appears on the Interbank Rate 1 Screen Page at the Interbank Rate 1 Specified Time on  $day_t$  as determined by the Calculation Agent. In the event that the Interbank Rate 1 Screen Page is not available, or no such offered quotation appears, the Calculation Agent will determine the Interbank Rate 1 as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner;

**"Interbank Rate 1 Screen Page"** means the source specified in the applicable Final Terms;

**"Interbank Rate 1 Specified Time"** means the time specified in the applicable Final Terms or, if no such time is specified, the customary time as of which the relevant Interbank Rate 1 is published;

**"Interbank Rate 2"** means the offered quotation which appears on the Interbank Rate 2 Screen Page at the Interbank Rate 2 Specified Time on  $day_t$  as determined by the Calculation Agent. In the event that the Interbank Rate 2 Screen Page is not available or no such offered quotation appears, the Calculation Agent will determine the Interbank Rate 2 as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and in a commercially reasonable manner;

**"Interbank Rate 2 Screen Page"** means the source specified in the applicable Final Terms;

**"Interbank Rate 2 Specified Time"** means the time specified in the applicable Final Terms or, if no such time is specified, the customary time as of which the relevant Interbank Rate 2 is published;

**"Local Business Day"** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Local Business Day Centre(s) specified in the applicable Final Terms;

**"Observation Price"** means the "official level", "opening price", "official close", "closing price", "purchase price", "sale price", "last price", "bid price", "asked price", "traded price", "official settlement

price", "daily settlement price" as specified in the applicable Final Terms, of the Underlying Reference published by the Observation Price Source as determined by the Calculation Agent at the Observation Time(s);

**"Observation Price Source"** means the source specified as such in the applicable Final Terms;

**"Observation Time(s)"** means the time(s) or period(s) of observation specified as such in the applicable Final Terms;

**"Relevant Business Day"** means, unless otherwise specified in the applicable Final Terms, an Exchange Business Day (in respect of OET Warrants other than Currency OET Warrants), a Scheduled Trading Day (in respect of Currency Securities);

**"Reset Date"** means, unless otherwise specified in the applicable Final Terms, each calendar day in the period from and excluding the Issue Date to and including the Settlement Date;

**"Security Percentage"** means the percentage specified as such in the applicable Final Terms. The Security Percentage may be adjusted by the Calculation Agent on each Reset Date in order to take into account changes in market conditions (including, in particular, volatility), provided that the adjusted Security Percentage (a) unless the Security Percentage is equal to zero, falls between the "Minimum Security Percentage" and the "Maximum Security Percentage" specified in the applicable Final Terms and (b) does not trigger the occurrence of an Automatic Early Expiration Event;

**"Security Threshold"** means the amount calculated as follows by the Calculation Agent and rounded upwards or downwards in accordance with the Security Threshold Rounding Rule specified in the applicable Final Terms:

- (a) in the case of OET Call Warrants, an amount equal to the product, rounded in accordance with the Security Threshold Rounding Rule specified in the applicable Final Terms, of (i) the Capitalised Exercise Price as at the relevant Reset Date and (ii) one, plus the Security Percentage; and
- (b) in the case of OET Put Warrants, an amount equal to the product, rounded in accordance with the Security Threshold Rounding Rule, (i) of the Capitalised Exercise Price as at the relevant Reset Date and (ii) one, minus the Security Percentage.

The Security Threshold calculated pursuant to the foregoing shall, subject as provided below, be published for information purposes only (subject to technical problems) during normal business hours on any Local Business Day during the term of the relevant OET Warrants on the OET Website(s) specified in the applicable Final Terms or such other website as may be notified to the Securityholders.

The Security Threshold, from time to time, calculated by the Calculation Agent shall prevail over the Security Threshold published on the OET Website(s), which is published for information purposes only and may subsequently be corrected should the amount published differ from the Security Threshold calculated by the Calculation Agent.

**"Settlement Currency"** means Euro, unless otherwise specified in the applicable Final Terms;

**"Underlying Reference"** means the relevant Index, Share, ETI Interest, Alternative Currency, Debt Instrument or other basis of reference to which the relevant Warrants relate, as specified in the Product Specific Provisions of the applicable Final Terms; and

**"Valuation Date"** means:

- (a) the date designated as such by the Issuer, in its sole and absolute discretion, provided that such date is determined by the Issuer and notified to the Securityholders in accordance with Security Condition 8 (*Notices*) at the latest on the tenth (10th) Relevant Business Day preceding the contemplated Valuation Date or, if such date is not a Relevant Business Day, the next following Relevant Business Day. The provisions of (a)(i), (a)(ii), (a)(iii) or (a)(iv), as applicable, of the definition of "Valuation Date" in Security Condition 3 (*Definitions*) shall apply if any such day is a Disrupted Day; or

- (b) if Automatic Early Expiration is specified as being applicable in the applicable Final Terms and an Automatic Early Expiration Event occurs, the Relevant Automatic Early Expiration Valuation Date or if such date is not a Relevant Business Day, the next following Relevant Business Day,

in each case, subject to adjustment in accordance with the relevant Conditions.

If (i) the Issuer designates a date as being the Valuation Date in accordance with these Terms and Conditions and (ii) an Automatic Early Expiration Event occurs after such designation but prior to the designated Valuation Date, then the Valuation Date shall be deemed to be the Relevant Automatic Expiration Valuation Date as determined pursuant to this definition.

2. **Automatic Early Expiration**

If "Automatic Early Expiration" is specified as being applicable in the applicable Final Terms, then unless previously settled or purchased and cancelled, if an Automatic Early Expiration Event occurs, then the Warrants will be automatically settled in whole, but not in part, on the date falling the number of Business Days specified in the applicable Final Terms following the Valuation Date (the "**Automatic Early Expiration Date**") and the amount payable by the Issuer upon settlement of each Warrant shall be an amount equal to the relevant Automatic Early Expiration Amount.]

## INDEX OF DEFINED TERMS IN RESPECT OF THE SECURITIES

- " $\text{div}_t^{\text{gross}}$ " is as defined in Formulas Condition 1.1(hh);
- " $\text{div}_t^{\text{net}}$ " is as defined in Formulas Condition 1.1(hh);
- " $\text{rc}_t$ " is as defined in Formulas Condition 1.1(hh);
- " $\text{rc}_{t-1}$ " is as defined in Formulas Condition 1.1(hh);
- " $\text{r}_{t-1}^u$ " is as defined in Formulas Condition 1.1(hh);
- " $\text{r}_{t-1}^{ub}$ " is as defined in Formulas Condition 1.1(hh);
- " $\text{r}_{t-1}^{ur}$ " is as defined in Formulas Condition 1.1(hh);
- "**2-Way Percentage**" is as defined in Formulas Condition 1.1(nn);
- "**A**" is as defined in Security Condition 13.2(c), in Formulas Condition 1.1(ggg), in Formulas Condition 1.1(jjj), in ETI Security Condition 6.2(b), in Share Security Condition 5.2(e);
- "**a**" is as defined in Formulas Condition 1.1(ggg), in Formulas Condition 1.1(jjj);
- "**AC Barrier Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**ACT Day**" is as defined in Formulas Condition 1.1(s) and in Formulas Condition 8.1(e);
- " $\text{ACT}_{(i,i-1)}$ " is as defined in Formulas Condition 1.1(s);
- " $\text{Act}_{(t-1,t)}$ " is as defined in Formulas Condition 8.1(e);
- "**Actual Dividend**" is as defined in Share Security Condition 4 (*Dividend Event*);
- "**Actual First Traded Price**" is as defined in Index Security Condition 5.1;
- "**Additional Digital Coupon Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**Additional Disruption Event**" is as defined in Security Condition 13.1 (*Definitions*);
- "**Additional Final Payout 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**Additional Final Payout 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**Additional Final Payout Weighting**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**Additional Final Payout**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**Additional Gearing**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);
- "**Adjusted Bear CV**" is as defined in Formulas Condition 1.1(hh);
- "**Adjusted Bull CV**" is as defined in Formulas Condition 1.1(hh);
- "**Adjustment**" is as defined in ETI Security Condition 6.2(a) and in Fund Security Condition 4.2(a);
- "**Adjustment Date**" is as defined in Security Condition 15(b);
- "**Adjustment Factor K**" is as defined in Share Security Condition 4 (*Dividend Event*);
- "**Adjustment**" is as defined in ETI Security Condition 6.2(a) and Fund Security Condition 4.2(a);

"**Administrator**" is as defined in Security Condition 13.1 (*Definitions*);

"**ADR**" is as defined in Security Condition 1.1 (*Type*) and Share Security Condition 9 (*Definitions relating to GDR/ADR*);

"**AES Calculation Period**" is as defined in Formulas Condition 2.1(d);

"**AES CSN Rate**" is as defined in Formulas Condition 2.1(d);

"**AES Day Count Fraction**" is as defined in Formulas Condition 2.1(d);

"**AES Event 1 Underlying(s)**" is as defined in Security Condition 19.9(c);

"**AES Event 2 Underlying(s)**" is as defined in Security Condition 19.9(c);

"**AES Exit Rate**" is as defined in Formulas Condition 2.1(d);

"**AES Knock-out Date**" is as defined in Security Condition 19.9(c);

"**AES Knock-out**" is as defined in Security Condition 19.9(c);

"**AES Margin**" is as defined in Security Condition 19.9(c);

"**AES Range Level**" is as defined in Security Condition 19.9(c);

"**AES Range Level 1**" is as defined in Security Condition 19.9(c);

"**AES Range Level 2**" is as defined in Security Condition 19.9(c);

"**AES Rate(s)**" is as defined in Security Condition 19.9(c);

"**AES Reference Rate**" is as defined in Formulas Condition 2.1(d);

"**AES Settlement Percentage**" is as defined in Formulas Condition 2.1(d);

"**AES Settlement Percentage 1**" is as defined in Formulas Condition 2.1(d);

"**AES Settlement Percentage 2**" is as defined in Formulas Condition 2.1(d);

"**AES up Rate**" is as defined in Formulas Condition 2.1(d);

"**AF**" is as defined in Formulas Condition 8.1(e);

"**AF<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(s);

"**Affected Basket Company**" is as defined in Share Security Condition 5.2(e);

"**Affected Component Security**" is as defined in Security Condition 3 (*Definitions*) under the definition of Strike Date and the definition of Valuation Date;

"**Affected ETI**" is as defined in ETI Security Condition 6.2(b);

"**Affected ETI Interest**" is as defined in ETI Security Condition 6.2(b);

"**Affected Exchange-traded Contract**" is as defined in Debt Security Condition 9(b) and in Currency Security Condition 8(b);

"**Affected Fund**" is as defined in Fund Security Condition 4.2(b)(i);

"**Affected Item**" is as defined in Security Condition 3 (*Definitions*) under the definition of Averaging Date, Strike Date, Valuation Date Valuation Date;

"**Affected Relevant Assets**" is as defined in Security Condition 13.1 (*Definitions*);

"**Affected Share**" is as defined in Security Condition 13.2(c) and Share Security Condition 5.2(e);

"**Alternate Cash Amount**" is as defined in Security Condition 4.5 (*Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*);

"**Alternative Currency**" is as defined in Security Condition 3 (*Definitions*);

"**Annex**" is as defined in the first paragraph of the Terms and Conditions of Securities;

"**Annexes**" is as defined in the first paragraph of the Terms and Conditions of Securities;

"**Applicable Banking Regulations**" is as defined in Security Condition 13.1 (*Definitions*);

"**Applicable Withholding Tax**" is as defined in Formulas Condition 1.1(s) and in OET Warrant Condition 1 (*Definitions*);

"**AUM Level**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Automatic Early Expiration Amount**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 1 (*Definitions*);

"**Automatic Early Expiration Date**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 2 (*Automatic Early Expiration*);

"**Automatic Early Expiration Event 1**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Event 2**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Event**" is as defined in Security Condition 19.9(c) and in OET Warrant Condition 1 (*Definitions*);

"**Automatic Early Expiration Level 1**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Level 2**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Level**" is as defined in Security Condition 19.9(c);

"**AES Range Level**" is as defined in Security Condition 19.9(c);

"**AES Range Level 1**" is as defined in Security Condition 19.9(c);

"**AES Range Level 2**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Payout**" is as defined in Formulas Condition 2.1 (*Automatic Early Expiration Payouts Formulas*);

"**Automatic Early Expiration Percentage(s)**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Valuation Date**" is as defined in Security Condition 19.9(c) and OET Warrant Condition 1 (*Definitions*);

"**Automatic Early Expiration Valuation Period**" is as defined in Security Condition 19.9(c);

"**Automatic Early Expiration Valuation Time**" is as defined in Security Condition 19.9(c);

"**Automatic Payout Switch Event**" is as defined in Security Condition 19.1;

"**Automatic Payout Switch Level**" is as defined in Security Condition 19.1;

"**Average Basket Value**" is as defined in Formulas Condition 8.4(b);

"**Average Best Value**" is as defined in Formulas Condition 8.4(b);

"**Average Rainbow Value**" is as defined in Formulas Condition 8.4(b);

"**Average Underlying Reference TOM Value**" is as defined in Formulas Condition 8.4(a);

"**Average Underlying Reference Value**" is as defined in Formulas Condition 8.4(a);

"**Average Worst Value**" is as defined in Formulas Condition 8.4(b);

"**Averaging Date**" is as defined in Security Condition 3 (*Definitions*), in Currency Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Averaging**" is as defined in Security Condition 1.1(ii) (*Type*);

"**B**" is as defined in Security Condition 13.2(c), in Formulas Condition 1.1(ggg), in Share Security Condition 5.2(e), in ETI Security Condition 6.2(b);

"**b**" is as defined in Formulas Condition 1.1(ggg);

"**Barrier Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Barrier Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Barrier Percentage Strike Price**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Barrier Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Barrier Range Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Base Currency**" is as defined in Security Condition 3 (*Definitions*);

"**Base Level**" is as defined in Inflation Index Security Condition 2.1(b);

"**Basket Companies**" is as defined in Share Security Condition 1 (*Definitions*);

"**Basket Company**" is as defined in Share Security Condition 1 (*Definitions*) and Share Security Condition 5.2(e);

"**Basket ES<sub>t</sub>**" is as defined in Formulas Condition 8.1(e);

"**Basket ES<sub>t-1</sub>**" is as defined in Formulas Condition 8.1(e);

"**Basket Level<sub>0</sub>**" is as defined in Formulas Condition 8.1(e);

"**Basket of Futures**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Basket of Indices**" is as defined in Index Security Condition 1 (*Definitions*);

"**Basket of Shares**" is as defined in Share Security Condition 1 (*Definitions*);

"**Basket of Underlying References**" is as defined in Security Condition 19.9(c);

"**Basket Price 1**" is as defined in Security Condition 19.9(c);

"**Basket Price 2**" is as defined in Security Condition 19.9(c);

"**Basket Price**" is as defined in Security Condition 19.9(c);

"**Basket Trigger Event**" is as defined in ETI Security Condition 1 (*Definitions*) and Fund Security Condition 1 (*Definitions*);

"**Basket Trigger Level**" is as defined in ETI Security Condition 1 (*Definitions*) and Fund Security Condition 1 (*Definitions*);

"**Basket**" is as defined in Security Condition 3 (*Definitions*);

"**Basket Performance**" is as defined in Formulas Condition 8.1(c);

"**Basket Performance Percentage**" is as defined in Formulas Condition 8.1(c);

"**Basket Value**" is as defined in Formulas Condition 8.1(c);

"**BasketES<sub>0</sub>**" is as defined in Formulas Condition 8.1(e);

"**BasketES<sub>t</sub>**" is as defined in Formulas Condition 8.1(e);

"**BasketES<sub>t-1</sub>**" is as defined in Formulas Condition 8.1(e);

"**Basket<sub>t</sub>**" is as defined in Formulas Condition 8.1(e);

"**Basket<sub>t-1</sub>**" is as defined in Formulas Condition 8.1(e);

"**Basket<sub>t-s</sub><sup>\*</sup>**" is as defined in Formulas Condition 8.1(e);

"**Bear CV<sub>0</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Bear CV<sub>t</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Bear CV<sub>t-1</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Bear Warrant Value**" is as defined in Formulas Condition 1.1(hh);

"**Benchmark**" is as defined in Security Condition 13.1 (*Definitions*);

"**Benchmark Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Benchmark Modification or Cessation Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Best Intraday Value**" is as defined in Formulas Condition 8.1(c);

"**Best Value**" is as defined in Formulas Condition 8.1(c);

"**BestLockValue<sub>(i)</sub>**" is as defined in Formulas Condition 1.1(rr);

"**Best-Performing Underlying Reference Closing Price Value<sub>(i)</sub>**" is as defined in Formulas Condition 6.1(b);

"**Beta 1**" is as defined in Formulas Condition 1.1(kk);

"**Beta 2**" is as defined in Formulas Condition 1.1(kk);

"**BMR**" is as defined in Security Condition 13.1 (*Definitions*);

"**Bonus Coupon**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Bonus Floor Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Bonus Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Bonus Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**BRRD**" is as defined in Security Condition 13.1 (*Definitions*);

"**Bull Warrant Value**" is as defined in Formulas Condition 1.1(hh);

"**Bull CV<sub>0</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Bull CV<sub>t</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Bull CV<sub>t-1</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Business Day**" is as defined in Security Condition 3 (*Definitions*);

"**C**" is as defined in Security Condition 13.2(c), Share Security Condition 5.2(e), in ETI Security Condition 6.2(b);

"**Calculated Additional Disruption Amount Determination Date**" is as defined in Security Condition 13.2(b)(ii);

"**Calculated Additional Disruption Amount**" is as defined in Security Condition 13.2(b)(ii);

"**Calculated Currency Disruption Amount Determination Date**" is as defined in Currency Security Condition 3(b)(ii);

"**Calculated Currency Disruption Amount**" is as defined in Currency Security Condition 3(b)(ii);

"**Calculated Extraordinary Event Amount**" is as defined in Share Security Condition 5.2(c)(ii);

"**Calculated Extraordinary Event Amount Determination Date**" is as defined in Share Security Condition 5.2(c)(ii);

"**Calculated Futures Adjustment Amount**" is as defined in Futures Security Condition 3.1(b)(ii);

"**Calculated Futures Adjustment Amount Determination Date**" is as defined in Futures Security Condition 3.1(b)(ii);

"**Calculated Index Adjustment Amount Determination Date**" is as defined in Index Security Condition 3.2(c)(ii);

"**Calculated Index Adjustment Amount**" is as defined in Index Security Condition 3.2(c)(ii);

"**Calculation Agent**" is as defined in Security Condition 3 (*Definitions*);

"**Calculation Currency**" is as defined in Formulas Condition 1.1(hh);

"**Calculation Date**" is as defined in Security Condition 19.9(c), ETI Security Condition 1 (*Definitions*), Fund Security Condition 1 (*Definitions*), and Formulas Condition 1.1(iii);

"**Calculation Period**" is as defined in Security Condition 3 (*Definitions*);

"**Calculation Time**" is as defined in Formulas Condition 1.1(hh);

"**Calculation Time<sub>t-1</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Call**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(iv), in Formulas Condition 1.1(oo)(v), in Formulas Condition 1.1(tt)(i),

in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"**Call 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(uu)(vii);

"**Call 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(uu)(vii);

"**Call 3**" is as defined in Formulas Condition 1.1(uu)(vii);

"**Call Option Condition Exercise Notice**" is as defined in Security Condition 3 (*Definitions*);

"**Call Option Exercise Notice Period**" is as defined in Security Condition 3 (*Definitions*);

"**Call Option**" is as defined in Security Condition 3 (*Definitions*);

"**Call Spread**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(iv), in Formulas Condition 1.1(oo)(v), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"**Call Spread 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(uu)(vii);

"**Call Spread 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(uu)(vii);

"**Call Spread 3**" is as defined in Formulas Condition 1.1(uu)(vii);

"**Call Spread<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Call Spread<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Call<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Call<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Cancellation Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Cap Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*) and in Share Security Condition 4 (*Dividend Event*);

"**Cap Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Cap Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Cap Percentage 3**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Cap Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Cap**" is as defined in Security Condition 3 (*Definitions*) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Capitalised Exercise Price**" or "**CEP<sub>t</sub>**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Cash Dividend Amount**" is as defined in Share Security Condition 7 (*Dividend Payment*);

"**Cash Dividend Notice**" is as defined in Share Security Condition 7(b);

"**Cash Dividend Payment Date**" is as defined in Share Security Condition 7 (*Dividend Payment*);

"**Cash Dividend**" is as defined in Share Security Condition 7 (*Dividend Payment*);

"**Cash Settled Securities**" is as defined in Security Condition 1.1(i) (*Type*);

"**Cash Settled Warrants**" is as defined in Security Condition 17 (*Type*);

"**Cash Settlement Amount**" is as defined in Security Condition 3 (*Definitions*);

"**Centralised Custodian**" is as defined in Security Condition 1.3 (*Transfers of Securities*);

"**CEP<sub>t-1</sub>**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Cert<sub>(t0)</sub>**" is as defined in Formulas Condition 1.1(s);

"**Change in Law**" is as defined in Security Condition 13.1 (*Definitions*);

"**Clearance System Days**" is as defined in Index Security Condition 1 (*Definitions*), Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*), Debt Security Condition 11 (*Definitions*) and Futures Security Condition 1 (*Definitions*);

"**Clearance System**" is as defined in Index Security Condition 1 (*Definitions*), Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*), Debt Security Condition 11 (*Definitions*) and Futures Security Condition 1 (*Definitions*);

"**Clearing System**" is as defined in Security Condition 3 (*Definitions*);

"**Clearstream, Luxembourg**" is as defined in Security Condition 3 (*Definitions*);

"**Closing Level**" is as defined in Index Security Condition 1 (*Definitions*);

"**Closing Price**" is as defined in ETI Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*);

"**Commencement Date**" is as defined in Formulas Condition 1.1(hh);

"**Component Security Index**" is as defined in Index Security Condition 1 (*Definitions*);

"**Component Security**" is as defined in Index Security Condition 1 (*Definitions*);

"**Component**" is as defined in Security Condition 3 (*Definitions*);

"**Composite Index**" is as defined in Index Security Condition 1 (*Definitions*);

"**Conditions**" is as defined in the first paragraph of the Terms and Conditions of the Securities;

"**Constant A**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant AES Percentage**" is as defined in Formulas Condition 2.1(c);

"**Constant B**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Mixed Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*), in Formulas Condition 1.1(fff), and in Formulas Condition 1.1(hhh);

"**Constant Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 3**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 4**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 5**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 6**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 7**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 8**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 9**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 10**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 11**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 12**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 13**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 14**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 15**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage 16**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Constant Percentage<sub>n</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Constant Percentage<sub>j</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Constant TAES Percentage**" is as defined in Formulas Condition 2.1(f);

"**Conversion Event**" is as defined in Share Security Condition 9 (*Definitions relating to GDR/ADR*);

"**Conversion Rate Final**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Conversion Rate**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Coupon Airbag Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Coupon Airbag Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Coupon Airbag Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Coupon Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Coupon Weighting**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**CSR Event**" is as defined in Share Security Condition 5.1;

"**Cum Reference Price**" is as defined in Share Security Condition 4 (*Dividend Event*);

"**Cumulative Inflation Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Currency Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Currency Pair**" is as defined in Currency Security Condition 5 (*Futures Price Valuation*);

"**Currency Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Currency Security Conditions**" is as defined in the first paragraph of Annex 8 (*Additional Terms and Conditions for Currency Securities*);

"**Current Exchange-traded Contract**" is as defined in Index Security Condition 5.1, Currency Security Condition 5 (*Futures Price Valuation*), and in Debt Security Condition 6 (*Futures Price Valuation*);

"**Cut-Off Date**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**Cut-off Time**" is as defined in Formulas Condition 1.1(hh);

"**Daily Settlement Price Correction Period**" is as defined in Currency Security Condition 5 (*Futures Price Valuation*) and in Debt Security Condition 11 (*Definitions*);

"**Daily Settlement Price**" is as defined in Currency Security Condition 5 (*Futures Price Valuation*) and in Debt Security Condition 6 (*Futures Price Valuation*);

"**Day Count Fraction**" is as defined in Security Condition 19.9(c) and Formulas Condition 1.1(iii);

"**DC Barrier Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**DCF**" is as defined in Formulas Condition 2.1(d);

"**Debt Instrument Correction Period**" is as defined in Debt Security Condition 11 (*Definitions*);

"**Debt Instrument Issuer**" is as defined in Debt Security Condition 11 (*Definitions*);

"**Debt Instrument Redemption Event**" is as defined in Debt Security Condition 5 (*Redemption or Cancellation of a Debt Instrument*);

"**Debt Instruments**" is as defined in Security Condition 3 (*Definitions*);

"**Debt Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Deed of Covenant**" is as defined in the fourth paragraph of the Terms and Conditions of the Securities;

"**Deed Poll**" is as defined in Security Condition 11.1(a)(ii);

"**Deed of Guarantee**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**Definitive Securities**" is as defined in Security Condition 1.3 (*Transfers of Securities*);

"**Delayed Index Level Event**" is as defined in Inflation Index Security Conditions 1 (*Definitions*);

"**Delayed Payment Cut-off Date**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Delayed Payment Notice**" is as defined in Fund Security Condition 5 (*Settlement Date/Automatic Early Expiration Date/Termination Date Extension*);

"**De-Listing**" is as defined in Share Security Condition 5.1;

"**Designated Maturity**" is as defined in Underlying Interest Rate Security Condition 2 (*ISDA Determination*);

"**Digital Cap Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Digital Cap Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Double Digital Coupon Condition 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Double Digital Coupon Condition 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Digital Floor Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Digital Floor Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Digital Plus Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Digital Plus Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definition*);

"**Dispersion Value<sub>(k)</sub>**" is as defined in Formulas Condition 1.1(ss);

"**Dispute**" is as defined in Security Condition 12(b);

"**Disqualified Transferee**" is as defined in Security Condition 1.3 (*Transfers of Securities*);

"**Disrupted Amount**" is as defined in Security Condition 4.6(v);

"**Disrupted Day**" is as defined in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*) in Debt Security Condition 11 (*Definitions*), in Currency Security Condition 1 (*Definitions*) and in Futures Security Condition 1 (*Definitions*);

"**Disrupted Level Day**" is as defined in Formulas Condition 8.1(e);

"**Disrupted Settlement Date**" is as defined in Security Condition 4.6(v);

"**Disruption Fallback**" is as defined in Currency Security Condition 3 (*Consequences of a Disruption Event*);

"**Distributed Amount**" is as defined in Share Security Condition 7 (*Dividend Payment*);

"**Div Percentage**" is as defined in Formulas Condition 1.1(s);

"**div reinvested factor<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(s);

"**Dividend Adjustment Amount**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Dividend Date**" is as defined in Share Security Condition 7 (*Dividend Payment*);

"**Dividend Event**" is as defined in ETI Security Condition 1 (*Definitions*) and in Share Security Condition 4 (*Dividend Event*);

"**Dividend Expenses**" is as defined in Share Security Condition 7 (*Dividend Payment*);

"**Dividend Percentage**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Down Call Spread**" is as defined in Formulas Condition 1.1(ww), in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb);

"**Down Call**" is as defined in Formulas Condition 1.1(ww), in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb);

"**Down Cap Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

**"Down Final Settlement Value"** is as defined in Formulas Condition 7 (*General Formulas Definitions*);

**"Down Floor Percentage"** is as defined in Formulas Condition 7 (*General Formulas Definitions*);

**"Down Forward"** is as defined in Formulas Condition 1.1(ww), in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb);

**"Down Put Spread"** is as defined in Formulas Condition 1.1(ww), in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb);

**"Down Put"** is as defined in Formulas Condition 1.1(ww), in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb);

**"Down Strike Percentage"** is as defined in Formulas Condition 7 (*General Formulas Definitions*);

**"Downside Participation Factor"** is as defined in Formulas Condition 7 (*General Formulas Definitions*);

**"Dual Exchange Rate"** is as defined in Currency Security Condition 1 (*Definitions*);

**"Early Closure"** is as defined in Index Security Condition 1 (*Definitions*), Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*) and Futures Security Condition 1 (*Definitions*);

**"Early Expiration Entitlement"** is as defined in Security Condition 19.9(c);

**"EDS 1"** is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

**"EDS 2"** is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

**"EDS Barrier Percentage 1"** is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

**"EDS Barrier Percentage 2"** is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii) in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

**"EDS Barrier Percentage"** is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(v) and in Formulas Condition 7 (*General Formulas Definitions*);

**"EDS Percentage 1"** is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

**"EDS Percentage 2"** is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

**"EDS Percentage"** is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(iv), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(v), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

**"EDS"** is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition

1.1(oo)(iv), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(v), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"EDS<sub>(m)</sub>" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"EDS<sub>(j)</sub>" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Entitlement Amount**" is as defined in Security Condition 3 (*Definitions*) and in Formulas Condition 6.1 (*Entitlement Amount Formulas*);

"**Entitlement Multiplier**" is as defined in Security Condition 19.9(c);

"**Entitlement Units**" is as defined in Security Condition 19.9(c);

"**Entitlement**" is as defined in Security Condition 3 (*Definitions*);

"**Entity**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**ES Cap Percentage**" is as defined in Formulas Condition 2.1(d);

"**ES Constant Percentage**" is as defined in Formulas Condition 2.1(d);

"**essential characteristics**" is as defined in Security Condition 4.7 (*General*);

"**ES Floor Percentage**" is as defined in Formulas Condition 2.1(d);

"**ES Gearing**" is as defined in Formulas Condition 2.1(d);

"**ES Spread**" is as defined in Formulas Condition 2.1(d);

"**ES Strike Percentage**" is as defined in Formulas Condition 2.1(d);

"**ES Value**" is as defined in Formulas Condition 2.1(d);

"**Established Rate**" is as defined in Security Condition 15(b);

"**ETI Basket**" is as defined in ETI Security Condition 1 (*Definitions*);

"**ETI Documents**" is as defined in ETI Security Condition 1 (*Definitions*);

"**ETI Interest Correction Period**" is as defined in ETI Security Condition 1 (*Definitions*);

"**ETI Interest**" is as defined in ETI Security Condition 6.2(b);

"**ETI Interest(s)**" is as defined in ETI Security Condition 1 (*Definitions*);

"**ETI OET Warrant**" is as defined in Security Condition 3 (*Definitions*);

"**ETI Related Party**" is as defined in ETI Security Condition 1 (*Definitions*);

"**ETI Securities**" is as defined in Security Condition 1.1 (*Type*);

"**ETI**" is as defined in ETI Security Condition 1 (*Definitions*) and in ETI Security Condition 6.2(b);

"**euro**" or "**€**" is as defined in Security Condition 15(b);

"**Euroclear**" is as defined in Security Condition 3 (*Definitions*);

"EuroTLX" is as defined in Security Condition 3 (*Definitions*);

"Exchange Business Day (All ETI Interests Basis)" is as defined in ETI Security Condition 1 (*Definitions*);

"Exchange Business Day (All Futures Basis)" is as defined in Futures Security Condition 1 (*Definitions*);

"Exchange Business Day (All Indices Basis)" is as defined in Index Security Condition 1 (*Definitions*);

"Exchange Business Day (All Shares Basis)" is as defined in Share Security Condition 1 (*Definitions*);

"Exchange Business Day (Per ETI Interest Basis)" is as defined in ETI Security Condition 1 (*Definitions*);

"Exchange Business Day (Per Future Basis)" is as defined in Futures Security Condition 1 (*Definitions*);

"Exchange Business Day (Per Index Basis)" is as defined in Index Security Condition 1 (*Definitions*);

"Exchange Business Day (Per Share Basis)" is as defined in Share Security Condition 1 (*Definitions*);

"Exchange Business Day (Single ETI Interest Basis)" is as defined in ETI Security Condition 1 (*Definitions*);

"Exchange Business Day (Single Future Basis)" is as defined in Futures Security Condition 1 (*Definitions*);

"Exchange Business Day (Single Index Basis)" is as defined in Index Security Condition 1 (*Definitions*);

"Exchange Business Day (Single Share Basis)" is as defined in Share Security Condition 1 (*Definitions*);

"Exchange Business Day" is as defined in Futures Security Condition 1 (*Definitions*), in Currency Security Condition 5 (*Futures Price Valuation*), in ETI Security Condition 1 (*Definitions*), in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*), in Debt Security Condition 2 (*Exchange Business Day*);

"Exchange Disruption" is as defined in Futures Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*), in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*);

"Exchange Rate Final" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"Exchange Rate Initial" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"Exchange Rate Previous" is as defined in Formulas Condition 1.1(s);

"Exchange Rate" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"Exchange traded instrument" is as defined in Security Condition 1.1 (*Type*);

"Exchange" is as defined in Futures Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*), in Index Security Condition 1 (*Definitions*) and in Share Security Condition 1 (*Definitions*);

"Exchange-traded Contract" is as defined in Currency Security Condition 5 (*Futures Price Valuation*), in Debt Security Condition 6 (*Futures Price Valuation*) and in Index Security Condition 5.1;

"Ex-Dividend Date" is as defined in Formulas Condition 1.1(hh), in OET Warrant Condition 1 (*Definitions*), and in Share Security Condition 4 (*Dividend Event*);

"Ex-Dividend Date" is as defined in Share Security Condition 4 (*Dividend Event*);

"Exempt Securities" is as defined in the second paragraph of the Terms and Conditions of the Securities;

"Exercise Business Day" is as defined in Security Condition 3 (*Definitions*);

"Exercise Date" is as defined in Security Condition 3 (*Definitions*);

"**Exercise Price**" is as defined in Security Condition 3 (*Definitions*) and in OET Warrant Condition 1 (*Definitions*);

"**Expenses**" is as defined in Security Condition 9(a);

"**Express Amount**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Extraordinary ETI Event Effective Date**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Extraordinary ETI Event Notice**" is as defined in ETI Security Condition 6.1;

"**Extraordinary ETI Event Notification Date**" is as defined in ETI Security Condition 6.1;

"**Extraordinary ETI Event**" is as defined in ETI Security Condition 4 (*Extraordinary ETI Events*);

"**Extraordinary Event Effective Date**" is as defined in Share Security Condition 1 (*Definitions*);

"**Extraordinary Event**" is as defined in Share Security Condition 5.1;

"**Extraordinary External Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Extraordinary Fund Event Effective Date**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Extraordinary Fund Event Notice**" is as defined in Fund Security Condition 4.1;

"**Extraordinary Fund Event Notification Date**" is as defined in Fund Security Condition 4.1;

"**Extraordinary Fund Event**" is as defined in Fund Security Condition 2 (*Extraordinary Fund Events*);

"**F**" is as defined in Formulas Condition 1.1(hh);

"**Failure to Deliver due to Illiquidity**" is as defined in Security Condition 4.2 (*Failure to Deliver due to Illiquidity*) and Security Condition 13.1 (*Definitions*);

"**Failure to Deliver Settlement Price**" is as defined in Security Condition 13.2;

"**Fallback Bond**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**FC<sub>t</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Fee Accrual Commencing Date**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**Fee Accrual Date(s)**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**Fee Accrual Period(s)**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**Fee ISDA Rate**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**Fee Margin**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**Fee Range**" is as defined in Formulas Condition 1.1(hh);

"**Fee**" is as defined in Formulas Condition 1.1(hh);

"**Fees Accrued**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**fees factor<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(s);

"**fees**" is as defined in Formulas Condition 1.1(s);

"**Fees**" is as defined in Security Conditions 19.9(c), in Formulas Condition 1.1(kkk);

"**FI Basket 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Basket 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Constant Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Constant Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI DC Barrier Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Cap Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Cap Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Floor Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Floor Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Plus Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Plus Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Digital Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Lower Barrier Level 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Lower Barrier Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Rate A**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Rate B**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Remuneration Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Settlement Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Upper Barrier Level 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Upper Barrier Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FI Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Calculation Date**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Final Level 1**" is as defined in Formulas Condition 1.1(cc) and in Formulas Condition 1.1(dd);

"**Final Level 2**" is as defined in Formulas Condition 1.1(cc) and in Formulas Condition 1.1(dd);

"**Final Level**" is as defined in Formulas Condition 1.1(aa), in Formulas Condition 1.1(bb) and in Formulas Condition 1.1(ff);

"**Final Payout**" is as defined in Formulas Condition 1.1 (*Final Payout Formulas*);

"**Final Price Early**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Final Price**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Final Reference Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Remuneration Period**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Remuneration Rate**" is as defined in Formulas Condition 7 (*General Formulas Definition*);

"**Final Settlement Condition 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Condition 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Condition Level 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Condition Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Condition Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Price**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Range Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Value 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Value 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Value 3**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Value 4**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Final Settlement Value<sub>(0)</sub>**" is as defined in Formulas Condition 1.1(qq)(i) and 1.1(qq)(ii);

"**Final Settlement Value<sub>(0)</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Final Settlement Value<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Final terms**" is as defined in the sixth paragraph of the Terms and Conditions of the Securities;

"**Financing Component<sub>(0)</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Financing Rate Percentage**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Financing Rate Range**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Financing Rate**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Financing Rate<sub>t-1</sub>**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**First Calculation Date**" is as defined in Security Condition 19.9(c), in Formulas Condition 1.1(kkk);

"**First Entity**" is as defined in Security Condition 3 (*Definitions*);

"**First Settlement Currency**" is as defined in Security Condition 3 (*Definitions*);

"**First Traded Price**" is as defined in Index Security Condition 5.1;

"**First Valuation Date**" is as defined in Formulas Condition 1.1(s);

"**Fiscal Agent**" is as defined in the fourth paragraph of the Terms and Conditions of the Securities;

"**Fixed Income Automatic Early Expiration Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Fixed Income Final Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Fixed Income Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Fixed Income Remuneration Rates**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Fixed Percentage 1**" is as defined in Formulas Condition 1.1(tt)(vi), 1.1(tt)(vii), 1.1(tt)(viii), in Formulas Condition 1.1(tt)(ix), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Fixed Percentage 2**" is as defined in Formulas Condition 1.1(tt)(vi), 1.1(tt)(vii), 1.1(tt)(viii), in Formulas Condition 1.1(tt)(ix), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Fixed Percentage 3**" is as defined in Formulas Condition 1.1(tt)(vi), 1.1(tt)(vii), and in Formulas Condition 1.1(tt)(viii);

"**Fixed Percentage**" is as defined in Formulas Condition 1.1(kkk) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Fixing Date**" is as defined in Formulas Condition 1.1(kkk), in Security Condition 19.9(c);

"**Floating Rate Option**" is as defined in Underlying Interest Rate Security Condition 2 (*ISDA Determination*);

"**Floating Rate**" is as defined in Underlying Interest Rate Security Condition 2 (*ISDA Determination*);

"**Floor Level**" is as defined in Formulas Condition 1.1(v);

"**Floor Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Floor Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Floor Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Floor Percentage<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Floor Percentage<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Floor**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Formula Constituent**" is as defined in Formulas Condition 10 (*Formulas Constituents And Completion*);

"**Formula**" is as defined in Formulas Condition 10 (*Formulas Constituents And Completion*);

"**Forward 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Forward 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Forward**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition

1.1(oo)(iv), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(v), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"**Forward<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Forward<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**freely tradable**" is as defined in Security Condition 4.5 (*Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*);

"**FS Barrier Value 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Barrier Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Cap Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Constant Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS CSN Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Day Count Fraction**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Exit Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Floor Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Gearing**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Spread**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Strike Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Up Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FS Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Fund Basket**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Business Day (All Fund Shares Basis)**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Business Day (Per Fund Share Basis)**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Business Day (Single Fund Share Basis)**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Business Day**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Documents**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Level<sub>0</sub>**" is as defined in Formulas Condition 1.1(iii), in Security Condition 19.9(c);

"**Fund Level<sub>1</sub>**" is as defined in Formulas Condition 1.1(iii), in Security Condition 19.9(c);

"**Fund Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Fund Security Conditions**" is as defined in the first paragraph of Annex 9 (*Additional Terms And Conditions For Fund Securities*);

"**Fund Service Provider**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Share(s)**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund Valuation Date**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Fund**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Future**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Futures Adjustment Event**" is as defined in Futures Security Condition 3.1 (*Futures Modification, Futures Replacement or Futures De-Listing*);

"**Futures Correction Period**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Futures De-Listing**" is as defined in Futures Security Condition 3.1 (*Futures Modification, Futures Replacement or Futures De-Listing*);

"**Futures Modification**" is as defined in Futures Security Condition 3.1 (*Futures Modification, Futures Replacement or Futures De-Listing*);

"**Futures or Options Exchange**" is as defined in Currency Security Condition 5 (*Futures Price Valuation*), in Debt Security Condition 6 (*Futures Price Valuation*), in Index Security Condition 5.1;

"**Futures Replacement**" is as defined in Futures Security Condition 3.1 (*Futures Modification, Futures Replacement or Futures De-Listing*);

"**Futures Rollover Adjustment Amount**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Futures Rollover Date**" is as defined in Currency Security Condition 5 (*Futures Price Valuation*), in Debt Security Condition 6 (*Futures Price Valuation*) and in Index Security Condition 5.1;

"**Futures Rollover Period**" is as defined in Currency Security Condition 5 (*Futures Price Valuation*), in Debt Security Condition 6 (*Futures Price Valuation*), in Index Security Condition 5.1;

"**Futures Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Futures Security Conditions**" is as defined in the first paragraph of Annex 10 (*Additional Terms And Conditions For Futures Securities*);

"**Futures**" is as defined in Futures Security Condition 1 (*Definitions*);

"**FX Averaging Date**" is as defined in Currency Security Condition 1 (*Definitions*);

"**FX Coupon Performance Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Coupon Performance**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Coupon Ranked Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Coupon Ranking**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Digital Level**" is as defined in Currency Security Condition 1 (*Definitions*);

"**FX Digital Observation Date**" is as defined in Currency Security Condition 1 (*Definitions*);

"**FX Final Remuneration Settlement Price**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Initial Remuneration Settlement Price**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Knock-in Level**" is as defined in Currency Security Condition 1 (*Definitions*);

"**FX Knock-out Level**" is as defined in Currency Security Condition 1 (*Definitions*);

"**FX Performance Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Ranking**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX Settlement Disruption Currency**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Cut-off Date**" is as defined in Security Condition 4.6(ii)(A);

"**FX Settlement Disruption Event**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Exchange Rate**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Expenses**" is as defined in Security Condition 4.6(v);

"**FX Settlement Disruption Notice**" is as defined in Security Condition 4.6(i);

"**FX Value**" is as defined in Formulas Condition 8.1(a);

"**FX Weighting**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**FX<sub>(t)</sub>**" is as defined in Formulas Condition 6.1(a), in Formulas Condition 6.1(b), in Formulas Condition 6.1(c);

"**FX<sub>(k,i)</sub>**" is as defined in Formulas Condition 6.1(d);

"**Fx<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(s);

"**Fx<sub>(t0)</sub>**" is as defined in Formulas Condition 1.1(s);

"**FXR\_1**" is as defined in Formulas Condition 1.1(nnn);

"**FXR\_2**" is as defined in Formulas Condition 1.1(nnn);

"**FXR\_n**" is as defined in Formulas Condition 1.1(nnn);

"**G**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**G<sub>j</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**W<sub>i</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**GDR**" is as defined Share Security Condition 9 (*Definitions relating to GDR/ADR*);

"**GDR/ADR**" is as defined in Security Condition 1.1 (*Type*)

"**Gearing 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(vii), in Formulas Condition 1.1(uu) and in Formulas Condition 1.1(xx);

"**Gearing 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(vii), in Formulas Condition 1.1(uu) and in Formulas Condition 1.1(xx);

"**Gearing 3**" is as defined in Formulas Condition 1.1(uu), in Formulas Condition 1.1(vv) and 1.1(xx);

"**Gearing 4**" is as defined in Formulas Condition 1.1(xx);

"**Gearing Down 1**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Gearing Down 2**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Gearing Down**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Gearing Up 1**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Gearing Up 2**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Gearing Up**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Gearing**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Gearing<sub>n</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Gearing<sub>g</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Generic Percentage<sub>(n,1)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Generic Percentage<sub>(n,2)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Generic Percentage<sub>(g,1)</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Generic Percentage<sub>(g,2)</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Global Cap 1**" is as defined in Formulas Condition 1.1(ddd) and Formulas Condition 1.1(eee);

"**Global Cap 2**" is as defined in Formulas Condition 1.1(ddd) and Formulas Condition 1.1(eee);

"**Global Cap A**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Global Cap B**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Global Cap**" is as defined in Formulas Condition 7 (*General Formulas Definitions*) and in Formulas Condition 1.1(tt)(ii);

"**Global Floor 1**" is as defined in Formulas Condition 1.1(ddd) and Formulas Condition 1.1(eee);

"**Global Floor 2**" is as defined in Formulas Condition 1.1(ddd) and Formulas Condition 1.1(eee);

"**Global Floor A**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Global Floor B**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Global Floor Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Global Floor**" is as defined in Formulas Condition 7 (*General Formulas Definitions*) and in Formulas Condition 1.1(tt)(ii);

"**Global Margin**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Global Security**" is as defined in the ninth paragraph of the Terms and Conditions of the Securities;

"**Government Authority**" is as defined in Security Condition 13.1 (*Definitions*);

"**Greatest Basket Value**" is as defined in Formulas Condition 8.2(b);

"**Greatest Best Intraday Value**" is as defined in Formulas Condition 8.2(b);

"**Greatest Best Value**" is as defined in Formulas Condition 8.2(b);

"**Greatest Rainbow Value**" is as defined in Formulas Condition 8.2(b);

"**Greatest Underlying Reference Intraday Value**" is as defined in Formulas Condition 8.2(a);

"**Greatest Underlying Reference Restrike Intraday Value**" is as defined in Formulas Condition 8.1(b);

"**Greatest Underlying Reference Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Greatest Underlying Reference Value (Basket)**" is as defined in Formulas Condition 8.2(b);

"**Greatest Underlying Reference Value**" is as defined in Formulas Condition 8.2(a);

"**Greatest Worst Value**" is as defined in Formulas Condition 8.2(b);

"**Gross div<sub>(ti)</sub>**" is as defined in Formulas Condition 1.1(s);

"**Guarantee of the Securities**" is as defined in the fourth paragraph of the Terms and Conditions of the Securities;

"**Guaranteed Cash Settlement Amount**" is as defined in Security Condition 2.2 (*Status of Guarantee*);

"**Guarantor**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**hc**" is as defined in Formulas Condition 1.1(hh);

"**Hedge Provider**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Hedge**" is as defined in Security Condition 13.1;

"**Hedging Cost**" is as defined in Formulas Condition 1.1(hh);

"**Hedging Date**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Hedging Disruption**" is as defined in Security Condition 13.1 (*Definitions*);

"**Hedging Liquidity Event**" is as defined in Share Security Condition 5.3(a);

"**Hedging Party Default**" is as defined in Security Condition 13.1 (*Definitions*);

"**Hedging Shares**" is as defined in Security Condition 13.1 (*Definitions*) and ETI Security Condition 1 (*Definitions*);

"**holder of Securities**" is as defined in Security Condition 1.2 (*Title to Securities*);

"**Hybrid Business Day**" is as defined in Security Condition 3 (*Definitions*);

"**Hybrid Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Hypothetical Investor**" is as defined in ETI Security Condition 1 (*Definitions*) and Fund Security Condition 1 (*Definitions*);

"**i**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**i**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**I**" is as defined in Formulas Condition 1.1(eee);

"**Illiquidity Disruption**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Illiquidity**" is as defined in Share Security Condition 5.1;

"**Implied Embedded Option Value Determination Date**" is as defined in ETI Security Condition 1 (*Definitions*) and Fund Security Condition 1 (*Definitions*);

"**Implied Embedded Option Value**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Increased Cost of Hedging**" is as defined in Security Condition 13.1 (*Definitions*);

"**Increased Cost of Stock Borrow**" is as defined in Security Condition 13.1 (*Definitions*);

"**Index Adjustment Event**" is as defined in Index Security Condition 3.2 (*Modification and Cessation of Calculation of an Index*);

"**Index Cancellation**" is as defined in Inflation Index Security Condition 1 (*Definitions*) and Index Security Condition 3.2 (*Modification and Cessation of Calculation of an Index*);

"**Index Correction Period**" is as defined in Index Security Condition 1 (*Definitions*);

"**Index Disruption**" is as defined in Index Security Condition 3.2 (*Modification and Cessation of Calculation of an Index*);

"**Index Modification**" is as defined in Inflation Index Security Condition 1 (*Definitions*) and in Index Security Condition 3.2 (*Modification and Cessation of Calculation of an Index*);

"**Index Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Index Security Conditions**" is as defined in the first paragraph of Annex 2 (*Additional Terms And Conditions For Index Securities*);

"**Index Share**" is as defined in OET Warrant Condition 1 (*Definitions*), in Formulas Condition 1.1(hh);

"**Index Sponsor**" is as defined in Index Security Condition 1 (*Definitions*);

"**Index Sponsor**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**Index**" is as defined in Index Security Condition 1 (*Definitions*);

"**Indices**" is as defined in Index Security Condition 1 (*Definitions*);

"**Inflation Index Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Inflation Index Security Conditions**" is as defined in the first paragraph of Annex 7 (*Additional Terms and Conditions for Inflation Index Securities*);

"**Inflation Index**" is as defined in Inflation Index Security Conditions 1 (*Definitions*);

"**Inflation Index**<sub>(base)</sub>" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Inflation Index**<sub>(i)</sub>" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Inflation Index**<sub>(i-1)</sub>" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Inflation Indices**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**Inflation Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Initial ACT Day**" is as defined in Formulas Condition 8.1(e);

"**Initial Calculation Date**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Initial Reference Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Initial Settlement Price**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Initial Stock Loan Rate**" is as defined in Security Condition 13.1 (*Definitions*);

"**Initial Valuation Date**" is as defined in Formulas Condition 1.1(s);

"**Insolvency Filing**" is as defined in Security Condition 13.1 (*Definitions*) in Share Security Condition 5.1;

"**Insolvency**" is as defined in Share Security Conditions 5.1;

"**Interbank Rate 1 Screen Page**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Interbank Rate 1 Specified Time**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Interbank Rate 1**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Interbank Rate 2 Screen Page**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Interbank Rate 2 Specified Time**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Interbank Rate 2**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Interest Margin**" is as defined in Formulas Condition 1.1(hh);

"**Interests**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Intervening Period**" is as defined in Security Condition 4.4 (*Intervening Period*);

"**Intraday Level**" is as defined in Index Security Condition 1 (*Definitions*);

"**Intraday Price**" is as defined in ETI Security Condition 1 (*Definitions*) and in Share Security Condition 1 (*Definitions*);

"**Investment/AUM Level**" is as defined in ETI Security Condition 1 (*Definitions*);

"**ISDA Definitions**" is as defined in Underlying Interest Rate Security Condition 2 (*ISDA Determination*);

"**Issue**" is as defined in the fourth paragraph of the Terms and Conditions of the Securities;

"**Issue Date**" is as defined in Security Condition 3 (*Definitions*);

"**Issue Price**" is as defined in Security Condition 3 (*Definitions*);

"**Issuer**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**Italian Dematerialised Securities**" is as defined in Security Condition 3 (*Definitions*);

"**Italian Listed Securities**" is as defined in Security Condition 3 (*Definitions*);

"**Italian Listed Warrants**" is as defined in Security Condition 3 (*Definitions*);

"**Italian Paying Agent**" is as defined in the fourth paragraph of the Terms and Conditions of the Securities;

"**Italian Securities Reference Price**" is as defined in Share Security Condition 1 (*Definitions*);

"**Italian Stock Exchange**" is as defined in Security Condition 3 (*Definitions*);

"**J**" is as defined in Formulas Condition 1.1(ccc) and 1.1(ddd);

"**j**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Jurisdiction Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**k**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**K**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Knock-in Averaging Date**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Knock-in Determination Day**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Determination Period**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Event**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Level**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Observation Date**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Knock-in Observation Price Source**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Period Beginning Date**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Period Ending Date**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Range Level**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Valuation Time**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-in Value**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Averaging Date**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Knock-out Determination Day**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Determination Period**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Event**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Level**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Observation Date**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Knock-out Observation Price Source**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Period Beginning Date**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Period Ending Date**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Range Level**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Valuation Time**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Knock-out Value**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**L**" is as defined in Formulas Condition 7 (*General Formulas Definitions*) and in Formulas Condition 1.1(hh);

"**Latest Level**" is as defined in Inflation Index Security Condition 2.1(b);

"**Level**" is as defined in Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*);

"**Level<sub>k,t</sub>**" is as defined in Formulas Condition 8.1(e);

"**Level<sub>k,t-1</sub>**" is as defined in Formulas Condition 8.1(e);

"**Leverage Factor**" is as defined in Formulas Condition 1.1(hh);

"**Leverage Floating Rate Option Page**" is as defined in Formulas Condition 8.1(e);

"**Leverage Floating Rate Option Time**" is as defined in Formulas Condition 8.1(e);

"**Leverage Floating Rate Option**" is as defined in Formulas Condition 8.1(e);

"**Leverage Floating Rate**" is as defined in Formulas Condition 8.1(e);

"**Leverage Rate<sub>t-1</sub>**" is as defined in Formulas Condition 8.1(e);

"**Leveraged Barrier**" is as defined in Security Condition 19.9(c);

"**Listing Change**" is as defined in Share Security Condition 5.1;

"**Listing Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Listing Suspension**" is as defined in Share Security Condition 5.1;

"**In**" is as defined in Formulas Condition 8.1(e);

"**Local Business Day**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Local Cap Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Local Cap Percentage<sub>(i)</sub>**" is as defined in Formulas Condition 1.1(qq)(i), 1.1(qq)(ii), 1.1(rr) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Local Cap**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Local Currency**" is as defined in Security Condition 13.1 (*Definitions*);

"**Local Floor Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Local Floor Percentage<sub>(i)</sub>**" is as defined in Formulas Condition 1.1(qq)(i), 1.1(qq)(ii), 1.1(rr) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Local Floor**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Loss of Stock Borrow**" is as defined in Security Condition 13 (*Additional Disruption Events And Optional Additional Disruption Events*) and ETI Security Condition 1 (*Definitions*);

"**Loss Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Loss Percentage 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Loss Percentage 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Loss Percentage<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Loss Percentage<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Lower Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Lowest Basket Value**" is as defined in Formulas Condition 8.3(b);

"**Lowest Best Value**" is as defined in Formulas Condition 8.3(b);

"**Lowest Rainbow Value**" is as defined in Formulas Condition 8.3(b);

"**Lowest Underlying Reference Intraday Value**" is as defined in Formulas Condition 8.3(a);

"**Lowest Underlying Reference Restrike Intraday Value**" is as defined in Formulas Condition 8.1(b);

"**Lowest Underlying Reference Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Lowest Underlying Reference Value**" is as defined in Formulas Condition 8.3(a).

"**Lowest Worst Intraday Value**" is as defined in Formulas Condition 8.3(b);

"**Lowest Worst Value**" is as defined in Formulas Condition 8.3(b);

"**M**" is as defined in Formulas Condition 1.1(qq)(i) and 1.1(qq)(ii), in Formulas Condition 1.1(rr) and in Formulas Condition 7 (*General Formulas Definitions*);

"**m**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Market Disruption Event**" is as defined in Index Security Condition 2 (*Market Disruption*), in Share Security Condition 2 (*Market Disruption*), ETI Security Condition 2 (*Market Disruption*), Debt Security Condition 3 (*Market Disruption*) and Futures Security Condition 2 (*Market Disruption*);

"**Market Value**" is as defined in Security Condition 21.2 (*Market Value*);

"**Max Exposure**" is as defined in Formulas Condition 8.1(e);

"**Maximum Amount**" is as defined in Security Condition 3 (*Definitions*);

"**Maximum Days of Disruption**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Maximum Hedging Cost**" is as defined in Formulas Condition 1.1(hh);

"**Maximum Hedging Liquidity Level**" is as defined in Share Security Condition 5.3(a);

"**Maximum Interest Margin**" is as defined in Formulas Condition 1.1(hh);

"**Maximum Payout Amount**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Maximum AES Reference Rate**" is as defined in Security Condition 19.9(c);

"**Maximum Stock Loan Rate**" is as defined in Security Condition 13.1 (*Definitions*) and ETI Security Condition 1 (*Definitions*);

"**Mediobanca International**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**Mediobanca**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**MFP Memory Snowball Digital Coupon Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Merger Event**" is as defined in Share Security Condition 5.1, in Fund Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*);

"**MFP AES Value 1**" is as defined in Security Condition 19.9(c);

"**MFP AES Value 2**" is as defined in Security Condition 19.9(c);

"**MFP AES Value**" is as defined in Security Condition 19.9(c);

"**MFP APS Valuation Date**" is as defined in Security Condition 19.1;

"**MFP APS Valuation Period**" is as defined in Security Condition 19.1;

"**MFP APS Value**" is as defined in Security Condition 19.1;

"**MFP Automatic Early Expiration Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Coupon Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Coupon Valuation Period**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Coupon Valuation Period<sub>(i)</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Date Weighting**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Digital Mixed Coupon Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Double Digital Mixed Coupon Condition 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Double Digital Mixed Coupon Condition 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP EndDay Valuation Date**" is as defined in Formulas Condition 8.1(b);

"**MFP Entitlement Amounts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP ES Valuation Date**" is as defined in Formulas Condition 2.1(d);

"**MFP Final Payout**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP FS Barrier Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP FS Barrier Valuation Period**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP FS Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP FS Valuation Period**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Range Accrual Coupon Barrier Level Down**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Range Accrual Coupon Barrier Level Up**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Range Accrual Coupon Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Range Accrual Day**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Settlement Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Settlement Valuation Period**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP StartDay Valuation Date**" is as defined in Formulas Condition 8.1(b);

"**MFP Valuation Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Valuation Period**" is as defined in Formulas Condition 2.1(d) and Formulas Condition 7 (*General Formulas Definitions*);

"**MFP Call Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**MID**" is as defined in Share Security Condition 5.1 under the definition of Illiquidity;

"**Min Exposure**" is as defined in Formulas Condition 8.1(e);

"**Minimum Amount**" is as defined in Security Condition 3 (*Definitions*);

"**Minimum Exercise Number**" is as defined in Security Condition 3 (*Definitions*);

"**Minimum Hedging Cost**" is as defined in Formulas Condition 1.1(hh);

"**Minimum Interest Margin**" is as defined in Formulas Condition 1.1(hh);

"**MinimumAES Reference Rate**" is as defined in Security Condition 19.9(c);

"**Mixed Barrier Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Mixed Barrier Range Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Mixed Barrier Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Mixed Constant 1**" is as defined in Formulas Condition 1.1(hhh) and in Formulas Condition 1.1(iii);

"**Mixed Constant 2**" is as defined in Formulas Condition 1.1(hhh) and in Formulas Condition 1.1(iii);

"**Mixed Gearing 1**" is as defined in Formulas Condition 1.1(hhh) and in Formulas Condition 1.1(iii);

"**Mixed Gearing 2**" is as defined in Formulas Condition 1.1(hhh) and in Formulas Condition 1.1(iii);

"**Modified Postponement**" is as defined in Security Condition 3 (*Definitions*);

"**Monte Titoli Accountholder**" is as defined in Security Condition 3 (*Definitions*);

"**Moody's**" is as defined in ETI Security Condition 4.25 and in Fund Security Condition 2.38;

"**Multi-Exchange Index**" is as defined in Index Security Condition 1 (*Definitions*);

"**Multiple Underlying Interest Rate Gearing**" is as defined in Security Condition 19.9(c) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Multiple Underlying Interest Rate**" is as defined in Security Condition 19.9(c) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Multiple Underlying Reference Rate Value**" is as defined in Security Condition 19.9(c);

"**Multiple Underlying Reference Rate**" is as defined in Security Condition 19.9(c) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Mutual Fund**" is as defined in Fund Security Condition 1 (*Definitions*);

"**N**" is as defined in Formulas Condition 1.1(ddd), in Formulas Condition 1.1(eee) and in Formulas Condition 7 (*General Formulas Definitions*);

"**n**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ddd), in Formulas Condition 1.1(eee), in Formulas Condition 7 (*General Formulas Definitions*) and in Formulas Condition 8.1(e);

"**n(t-1,t)**" is as defined in Formulas Condition 1.1(hh);

"**NA**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**National Currency Unit**" is as defined in Security Condition 15(b);

"**Nationalisation**" is as defined in Share Security Condition 5.1;

"**NAV per Fund Share**" is as defined in Fund Security Condition 1 (*Definitions*);

"**NAV Trigger Event**" is as defined in Fund Security Condition 1 (*Definitions*);

"**NAV Trigger Percentage**" is as defined in Fund Security Condition 1 (*Definitions*);

"**NAV Trigger Period**" is as defined in Fund Security Condition 1 (*Definitions*);

"**nEDs 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**nEDS 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**nEDS**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(iv), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(v),

in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"**nEDS<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**nEDS<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**nEnd days**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Net Proceeds**" is as defined in Formulas Condition 2.1(e);

"**Non-Automatic Exercise**" is as defined in Security Condition 17 (*Type*);

"**Non-Commencement or Discontinuance of an Exchange-traded Contract**" is as defined in Debt Security Condition 6 (*Futures Price Valuation*), and in Currency Security Condition 5 (*Futures Price Valuation*), in Index Security Condition 5.1;

"**Non-Financial Rating Agency**" is as defined in Share Security Condition 5.1;

"**Non-Financial Rating**" is as defined in Share Security Condition 5.1;

"**NSk<sub>t</sub>**" is as defined in Formulas Condition 8.1(e);

"**nStart days**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Number of NAV Publication Days**" is as defined in Fund Security Condition 1 (*Definitions*);

"**Number of Value Publication Days**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Number<sub>(k,i)</sub>**" is as defined in Formulas Condition 6.1(d);

"**Observation Date**" is as defined in Security Condition 3 (*Definitions*), in Currency Security Condition 1 (*Definitions*), in Fund Security Condition 1 (*Definitions*);

"**Observation Period**" is as defined in Security Condition 3 (*Definitions*);

"**Observation Price**" is as defined in Formulas Condition 1.1(hh), and in OET Warrant Condition 1 (*Definitions*);

"**Observation Price Source**" is as defined in Security Condition 19.9(c), in Formulas Condition 7 (*General Formulas Definitions*), in Formulas Condition 1.1(hh) and in OET Warrant Condition 1 (*Definitions*);

"**Observation Time Period**" is as defined in Formulas Condition 1.1(hh);

"**Observation Time(s)**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Official Settlement Price**" is as defined in Index Security Condition 5.1;

"**Omission**" is as defined in Security Condition 3 (*Definitions*);

"**Open End Warrant**" is as defined in Security Condition 3 (*Definitions*);

"**Option 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Option 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Option Down 1**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Option Down 2**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Option Down**" is as defined in Formulas Condition 1.1(wv), in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy); in Formulas Condition 1.1(zz)

"**Option Up 1**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Option Up 2**" is as defined in Formulas Condition 1.1(aaa) and in Formulas Condition 1.1(bbb);

"**Option Up**" is as defined in Formulas Condition 1.1(wv), in Formulas Condition 1.1(xx); in Formulas Condition 1.1(yy); in Formulas Condition 1.1(zz);

"**Option**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), in Formulas Condition 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(iv), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(v), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v), in Formulas Condition 1.1(uu)(vi) and in Formulas Condition 1.1(III);

"**Option<sub>n</sub>**" is as defined in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Option<sub>j</sub>**" is as defined in Formulas Condition 1.1(ccc) and in Formulas Condition 1.1(ddd);

"**Optional Additional Disruption Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Option<sub>j</sub>**" is as defined in Formulas Condition 1.1(ccc);

"**Options Exchange**" is as defined in Share Security Condition 5.2(d) and in ETI Security Condition 6.2(a)(ii);

"**Original Currency**" is as defined in Security Condition 15(a)(ii);

"**Parity**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Participation Factor 1**" is as defined in Formulas Conditions 1.1(jj) and 1.1(nn);

"**Participation Factor 2**" is as defined in Formulas Conditions 1.1(jj) and 1.1(nn);

"**Participation Factor**" is as defined in Security Condition 19.9(c), in Formulas Condition 1.1(iii), and in Formulas Condition 7 (*General Formulas Definitions*),

"**Paying Agency Agreement**" is as defined in the fourth paragraph of the Terms and Conditions of the Securities;

"**Payout Currency**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Payout FX Closing Price Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Payout FX Rate Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Payout FX Rate Strike Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Payout FX Strike Closing Price Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Payout FX Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Payout Switch**" is as defined in Security Condition 19.1;

"**Performance of Components**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Performance of Underlying 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Performance of Underlying 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Performance Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Physical Delivery Warrants**" is as defined in Security Condition 17 (*Type*);

"**Physical Delivery Securities**" is as defined in Security Condition 1.1(i) (*Type*);

"**P<sub>k</sub>**" is as defined in Formulas Condition 8.1(e);

"**Postponed Payment Date**" is as defined in Fund Security Condition 5 (*Settlement Date/Automatic Early Expiration Date/Termination Date Extension*);

"**Postponed Settlement Date**" is as defined in Fund Security Condition 5 (*Settlement Date/Automatic Early Expiration Date/Termination Date Extension*);

"**Postponement**" is as defined in Security Condition 3 (*Definitions*);

"**Potential Adjustment Event Effective Date**" is as defined in Share Security Condition 3 (*Potential Adjustment Event*) and in ETI Security Condition 3 (*Potential Adjustment Event*);

"**Potential Adjustment Event**" is as defined in ETI Security Condition 3 (*Potential Adjustment Event*) and in Share Security Condition 3 (*Potential Adjustment Event*);

"**Premium Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Premium**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**P<sub>reset</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Price Source Disruption**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Price Source**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Proceedings**" is as defined in Security Condition 12(d);

"**Programme**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**Prospectus Directive**" is as defined in the second paragraph of the Terms and Conditions of the Securities;

"**Protected Amount**" is as defined in Security Condition 13.1 (*Definitions*);

"**Protection Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Put 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Put 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Put Spread 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Put Spread 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), in Formulas Condition 1.1(tt)(iv) and in Formulas Condition 1.1(tt)(vii);

"**Put Spread**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(iv), in Formulas

Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(v), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"**Put Spread<sub>n</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Put Spread<sub>j</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Put**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), 1.1(oo)(i), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(iv), in Formulas Condition 1.1(tt)(i), in Formulas Condition 1.1(tt)(iii), in Formulas Condition 1.1(tt)(v), in Formulas Condition 1.1(tt)(x), in Formulas Condition 1.1(tt)(xi), in Formulas Condition 1.1(uu)(v) and in Formulas Condition 1.1(uu)(vi);

"**Put<sub>n</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Put<sub>j</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**PW**" is as defined in Formulas Condition 1.1(ggg);

"**Q**" is as defined in Formulas Condition 1.1(fff) and in Formulas Condition 7 (*General Formulas Definitions*);

"**q**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Rainbow Value**" is as defined in Formulas Condition 8.1(c);

"**Range 1**" is as defined in Formulas Condition 1.1(ppp);

"**Range 2**" is as defined in Formulas Condition 1.1(ppp);

"**Range Accrual Coupon Barrier Level Down 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Accrual Coupon Barrier Level Down**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Accrual Coupon Barrier Level Up 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Accrual Coupon Barrier Level Up**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Accrual Coupon Condition**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Accrual Day**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Cut-off Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range n<sup>th</sup>**" is as defined in Formulas Condition 1.1(ppp);

"**Range Period End Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Range Period**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Ranked Value**" is as defined in Formulas Condition 8.1(c);

"**Ranking**" is as defined in Formulas Condition 8.1(c);

"**Rate 1<sub>(i)</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Rate 2<sub>(i)</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Rate Calculation Date**" is as defined in Formulas Condition 8.1(e);

"**Rate Period**" is as defined in Formulas Condition 1.1(hh);

"**Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Rate<sub>(i)</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Rebased Index**" is as defined in Inflation Index Security Condition 1 (*Definitions*) and Inflation Index Security Condition 4.5 (*Rebasing*);

"**Redemption Proceeds**" is as defined in Fund Security Condition 5 (*Settlement Date/Automatic Early Expiration Date/Termination Date Extension*);

"**Reference Floating Rate Option Page**" is as defined in Formulas Condition 1.1(hh), in Formulas Condition 8.1(e);

"**Reference Floating Rate Option Time**" is as defined in Formulas Condition 1.1(hh), in Formulas Condition 8.1(e);

"**Reference Floating Rate Option**" is as defined in Formulas Condition 1.1(hh), in Formulas Condition 8.1(e);

"**Reference Floating Rate**" is as defined in Formulas Condition 1.1(hh), in Formulas Condition 8.1(e);

"**Reference Interest Rate**" is as defined in Formulas Condition 1.1(hh);

"**Reference Level**" is as defined in Security Condition 19.9(c), in Formulas Condition 1.1(iii), in Inflation Index Security 2.1(b);

"**Reference Level<sub>0</sub>**" is as defined in Security Condition 19.9(c), in Formulas Condition 1.1(iii), in Inflation Index Security 2.1(b);

"**Reference Month**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**Reference Price**" is as defined in Debt Security Condition 11 (*Definitions*);

"**Reference Rate<sub>t-1</sub>**" is as defined in Formulas Condition 8.1(e);

"**Rejection Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Related Bond Redemption Event**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**Related Bond**" is as defined in Inflation Index Security Condition 1 (*Definitions*);

"**Related Exchange**" is as defined in ETI Security Condition 1 (*Definitions*) in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*);

"**Relative Performance Basket**" is as defined in Share Security Condition 1 (*Definitions*);

"**Relevant Adjustment Provisions**" is as defined in Security Conditions 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*), 19.9 (*Automatic Early Expiration*) and 19.9(c);

"**Relevant Asset**" is as defined in Security Condition 3 (*Definitions*);

"**Relevant Authority**" is as defined in Security Condition 13.1 (*Definitions*);

"**Relevant Automatic Early Expiration Valuation Date**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Relevant Basket**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Relevant Basket<sub>(i)</sub>**" is as defined in Formulas Condition 1.1(rr);

"**Relevant Business Day**" is as defined in Formulas Condition 1.1(hh) and in OET Warrant Condition 1 (*Definitions*);

"**Relevant Currency**" is as defined in Security Condition 4.6(v);

"**Relevant Event**" is as defined in ETI Security Condition 4.20, Fund Security Condition 2.28,

"**Relevant Level**" is as defined in Inflation Index Security Condition 1 (*Definitions*), in Formulas Condition 7 (*General Formulas Definitions*);

"**Relevant Observation Time Period**" is as defined in Formulas Condition 1.1(hh);

"**Relevant Period**" is as defined in Share Security Condition 5.1;

"**Replacement Underlying Reference Rate**" is as defined in Underlying Interest Rate Security Condition 3 (*Screen Rate Determination*);

"**Reset Date**" is as defined in OET Warrant Condition 1 (*Definitions*) and in Underlying Interest Rate Security Condition 2 (*ISDA Determination*);

"**Reset Event Determination Time**" is as defined in Formulas Condition 1.1(hh);

"**Reset Event**" is as defined in Formulas Condition 1.1(hh);

"**Reset Price**" is as defined in Formulas Condition 1.1(hh);

"**Reset Threshold Percentage**" is as defined in Formulas Condition 1.1(hh);

"**Reset Threshold**" is as defined in Formulas Condition 1.1(hh);

"**Resettable Knock-in Period**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Resettable Knock-out Period**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Resettable Period**" is as defined in Currency Security Condition 1 (*Definitions*);

"**Reverse Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Reverse Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**rm**" is as defined in Formulas Condition 1.1(hh);

"**Rollover Costs<sub>t</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Rollover Costs<sub>t-1</sub>**" is as defined in Formulas Condition 1.1(hh);

"**RV**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**S&P**" is as defined in ETI Security Condition 4.25 and in Fund Security Condition 2.38;

"**Scheduled Averaging Date**" is as defined in Security Condition 3 (*Definitions*) under the definition of Averaging Date;

"**Scheduled Closing Time**" is as defined in Security Condition 3 (*Definitions*);

"**Scheduled Dividend**" is as defined in Share Security Condition 4 (*Dividend Event*);

"**Scheduled Ex-Date**" is as defined in Share Security Condition 4 (*Dividend Event*);

"**Scheduled Trading Day (All ETI Interest Basis)**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (All Futures Basis)**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (All Indices Basis)**" is as defined in Index Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (All Shares Basis)**" is as defined in Share Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Per ETI Interest Basis)**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Per Future Basis)**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Per Index Basis)**" is as defined in Index Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Per Share Basis)**" is as defined in Share Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Single ETI Interest Basis)**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Single Future Basis)**" is as defined in Futures Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Single Index Basis)**" is as defined in Index Security Condition 1 (*Definitions*);

"**Scheduled Trading Day (Single Share Basis)**" is as defined in Share Security Condition 1 (*Definitions*);

"**Scheduled Trading Day**" is as defined in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*), in Currency Security Condition 1 (*Definitions*), in Futures Security Condition 1 (*Definitions*), in Fund Security Condition 1 (*Definitions*) and in Debt Security Condition 11 (*Definitions*);

"**Screen Page AES Rate**" is as defined in Security Condition 19.9(d)(i);

"**Screen Page Reference Rate(s)**" is as defined in Security Condition 19.9(d)(ii);

"**Screen Page Underlying Reference Rate**" is as defined in Underlying Interest Rate Security Condition 3 (*Screen Rate Determination*);

"**Scheduled Valuation Date**" is as defined in Security Condition 3 (*Definitions*);

"**Second Settlement Currency**" is as defined in Security Condition 3 (*Definitions*);

"**Securities**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**Security and Securities**" is as defined in the ninth paragraph of the Terms and Conditions of the Securities;

"**Security Conditions**" is as defined in the first paragraph of Annex 1 (*Additional Terms and Conditions relating to Formulas*);

"**Security Percentage**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Security Threshold**" is as defined in OET Warrant Condition 1 (*Definitions*);

"**Security**" is as defined in the ninth paragraph of the Terms and Conditions of the Securities;

"**Securities Act**" is as defined in Security Condition 3 (*Definitions*);

"**Securityholder**" is as defined in Security Condition 1.2 (*Title to Securities*);

"**SeDeX**" is as defined in Security Condition 3 (*Definitions*), in Formulas Condition 1.1(hh);

"**Series**" is as defined in the sixth paragraph of the Terms and Conditions of the Securities;

"**Settled Amount**" is as defined in Share Security Condition 5.2(b);

"**Settlement Business Day**" is as defined in Security Condition 3 (*Definitions*);

"**Settlement Currency**" is as defined in Formulas Condition 1.1(hh), in OET Warrant Condition 1 (*Definitions*);

"**Settlement Cycle**" is as defined in Index Security Condition 1 (*Definitions*), in Debt Security Condition 11 (*Definitions*), in Futures Security Condition 1 (*Definitions*), in Currency Security Condition 5 (*Futures Price Valuation*), in Share Security Condition 1 (*Definitions*), and in ETI Security Condition 1 (*Definitions*);

"**Settlement Date**" is as defined in Security Condition 3 (*Definitions*);

"**Settlement Disruption Amount**" is as defined in Security Condition 4.1 (*Settlement Disruption*);

"**Settlement Disruption Event**" is as defined in Security Condition 4.1 (*Settlement Disruption*);

"**Settlement Payout**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Settlement Price Date**" is as defined in Currency Security Condition 1 (*Definitions*), in Fund Security Condition 1 (*Definitions*), in Index Security Condition 1 (*Definitions*), in Share Security Condition 1 (*Definitions*);

"**Settlement Price Final**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Settlement Price**" is as defined in Formulas Condition 1.1(hh), in Index Security Conditions 1 (*Definitions*) and 5.1, in Share Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*), in Debt Security Condition 1 (*Settlement Price*) and 6 (*Futures Price Valuation*), in Inflation Index Security Condition 1 (*Definitions*), in Currency Security Condition 4 (*Settlement Price*) and Currency Security Condition 5 (*Futures Price Valuation*), in Fund Security Condition 1 (*Definitions*) and in Futures Security Condition 1 (*Definitions*);

"**Settlement Valuation Date**" is as defined in Security Condition 3 (*Definitions*);

"**SFP Automatic Early Expiration Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**SFP Final Payout**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**SFP Payouts**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Share Company**" is as defined in Share Security Condition 1 (*Definitions*);

"**Share Correction Period**" is as defined in Share Security Condition 1 (*Definitions*);

"**Share Event**" is as defined in Share Security Condition 11 (*Share Event*);

"**Share Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Share**" is as defined in Share Security Condition 1 (*Definitions*), in Share Security Condition 5.2(c) and in Fund Security Condition 1 (*Definitions*);

"**Shares**" is as defined in Share Security Condition 1 (*Definitions*);

"**Significant Alteration Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Simple Interest**" is as defined in ETI Security Condition 1 (*Definitions*), in Fund Security Condition 1 (*Definitions*);

"**Single Final Payout - Leverage Factor Securities**" is as defined in Formulas Condition 1.1(hh);

"**Snowball Barrier Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Snowball Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Specified Maximum Days of Disruption**" is as defined in Security Condition 3 (*Definitions*), ETI Security Condition 1 (*Definitions*), in Currency Security Condition 1 (*Definitions*);

"**Speed Factor**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Spread Percentage**" is as defined in Formulas Condition 1.1(ll), in Formulas Condition 1.1(mm), 1.1(oo)(i), and in Formulas Condition 1.1(oo)(iv);

"**Spread**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Spread Percentage 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), and in Formulas Condition 1.1(tt)(iv);

"**Spread Percentage 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii) and in Formulas Condition 1.1(tt)(iv);

"**Spread Percentage<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Spread Percentage<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and in Formulas Condition 1.1(eee);

"**Spread<sub>(i)</sub>**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**SRM Regulation**" is as defined in Security Condition 13.1 (*Definitions*);

"**Standard Collared Asian Call Local Cap**" is as defined in Formulas Condition 1.1(qq)(i) and 1.1(qq)(ii);

"**Standard Collared Asian Put Local Cap**" is as defined in Formulas Condition 1.1(qq)(i) and 1.1(qq)(ii);

"**Stop-Loss Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**Strategy Business Day Centre(s)**" is as defined in Formulas Condition 8.1(e);

"**Strategy Business Day**" is as defined in Formulas Condition 8.1(e);

"**Strike Date**" is as defined in Security Condition 3 (*Definitions*), in Inflation Index Security Conditions 1 (*Definitions*), in Currency Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Strike Day**" is as defined in Security Condition 3 (*Definitions*), in Currency Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Strike Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Strike Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Strike Percentage 1**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), and in Formulas Condition 1.1(tt)(iv);

"**Strike Percentage 2**" is as defined in Formulas Condition 1.1(nn), in Formulas Condition 1.1(oo)(ii), in Formulas Condition 1.1(oo)(iii), in Formulas Condition 1.1(oo)(vii), in Formulas Condition 1.1(tt)(ii), and in Formulas Condition 1.1(tt)(iv);

"**Strike Percentage<sub>(i)</sub>**" is as defined in Formulas Condition 1.1(qq)(i) and 1.1(qq)(ii) and in Formulas Condition 1.1(rr);

"**Strike Percentage<sub>(j)</sub>**" is as defined in Formulas Condition 1.1(ddd), in Formulas Condition 1.1(eee);

"**Strike Percentage<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii), in Formulas Condition 1.1(ddd) and 1.1(eee);

"**Strike Period**" is as defined in Security Condition 3 (*Definitions*), in Currency Security Condition 1 (*Definitions*); in Fund Security Condition 1 (*Definitions*);

"**Strike Price**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Substitute Asset**" is as defined in Security Condition 4.5 (*Issuer's Option to Substitute Assets or to pay the Alternate Cash Amount*);

"**Substitute ETI Interest**" is as defined in ETI Security Condition 6.2(b);

"**Substitute Exchange-traded Contract**" is as defined in Currency Security Condition 8(b) and in Debt Security Condition 9(b);

"**Substitute Inflation Index Level**" is as defined in Inflation Index Security Conditions 1 (*Definitions*) and Inflation Index Security Condition 2 (*Delay in Publication*);

"**Substitute Inflation**" is as defined in Inflation Index Security Conditions 2.1;

"**Substitute Share**" is as defined in Security Condition 13.2(e) and Share Security Condition 5.2(e);

"**Substitute**" is as defined in Security Condition 11.1(a);

"**Substitution Date**" is as defined in Security Condition 13.2, Share Security Condition 5.2(e), ETI Security Condition 6.2(b);

"**Substitution**" is as defined in ETI Security Condition 6.2(b) and in Fund Security Condition 4.2(b);

"**Successor Index Sponsor**" is as defined in Index Security Condition 3.1 (*Successor Index Sponsor Calculates and Reports an Index*);

"**Successor Index**" is as defined in Index Security Condition 3.1 (*Successor Index Sponsor Calculates and Reports an Index*);

"**Successor Inflation Index**" is as defined in Inflation Index Security Conditions 1 (*Definitions*) and Inflation Index Security Condition 3 (*Successor Inflation Index*);

"**Suspension/Withdrawal Event**" is as defined in Security Condition 13.1 (*Definitions*);

"**T**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**t**" is as defined in Formulas Condition 8.1(e);

"**Target Determination Date**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**TARGET2 Settlement Day**" is as defined in Security Condition 3 (*Definitions*);

"**Target Volatility**" is as defined in Formulas Condition 8.1(e);

"**TARGET2 System**" is as defined in Security Condition 3 (*Definitions*);

"**Tax Event**" is as defined in ETI Security Condition 4.18 and in Fund Security Condition 2.26;

"**Tender Offer**" is as defined in ETI Security Condition 1 (*Definitions*), in Share Security Condition 5.1 and in Fund Security Condition 1 (*Definitions*);

"**Termination Amount**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Termination Date**" is as defined in ETI Security Condition 1 (*Definitions*) and in Fund Security Condition 1 (*Definitions*);

"**Termination**" is as defined in ETI Security Condition 6.2(c) and Fund Security Condition 4.2(c);

"**Tolerance**" is as defined in Formulas Condition 8.1(e);

"**Trade Date**" is as defined in Security Condition 13.1 (*Definitions*), in Fund Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*);

"**Trading Disruption**" is as defined in Index Security Condition 1 (*Definitions*) and in Share Security Condition 1 (*Definitions*), ETI Security Condition 1 (*Definitions*) and Futures Security Condition 1 (*Definitions*);

"**Tranche**" is as defined in the sixth paragraph of the Terms and Conditions of the Securities;

"**Treaty**" is as defined in Security Condition 15(b);

"**U<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(hh);

"**U<sub>(t-1)</sub>**" is as defined in Formulas Condition 1.1(hh);

"**U.S. Volcker Rule**" is as defined in Fund Security Condition 2.31;

"**Underlying Interest Determination Date**" is as defined in Underlying Interest Rate Security Condition 4 (*Determination of Underlying Interest Rate*);

"**Underlying Interest Rate Securities**" is as defined in Security Condition 1.1 (*Type*);

"**Underlying ISDA Rate**" is as defined in Underlying Interest Rate Security Condition 2 (*ISDA Determination*);

"**Underlying Price<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Underlying Price<sub>(t-1)</sub>**" is as defined in Formulas Condition 1.1(hh);

"**Underlying Reference 1**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Reference 2**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Reference Closing Price Value**" is as defined in Formulas Condition 6.1(c) and 8.1(a);

"**Underlying Reference Closing Price Value<sub>(k,i)</sub>**" is as defined in Formulas Condition 6.1(d);

"**Underlying Reference Closing Price Value Percentage**" is as defined in Formulas Condition 8.1(a);

"**Underlying Reference Closing Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Reference EndDay Closing Price Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference FX Level**" is as defined in Formulas Condition 8.1(a);

"**Underlying Reference FX Strike Level**" is as defined in Formulas Condition 8.1(a);

"**Underlying Reference Intraday Performance**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Intraday Performance Percentage**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Intraday Price Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Intraday Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Level 1**" is as defined in Security Condition 19.9(c);

"**Underlying Reference Level 2**" is as defined in Security Condition 19.9(c);

"**Underlying Reference Level**" is as defined in Security Condition 19.9(c) and in Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Reference Performance**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Performance Percentage**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Rate Determination Agent**" is as defined in Underlying Interest Rate Security Condition 3 (*Screen Rate Determination*);

"**Underlying Reference Restrike Performance**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Restrike Performance Percentage**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Extended Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Extended Intraday Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Intraday Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference StartDay Closing Price Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Strike Price**" is as defined in Formulas Condition 8.1(a);

"**Underlying Reference TOM Restrike Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference TOM Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Valuation Date**" is as defined in Formulas Condition 8.1(e);

"**Underlying Reference Value Percentage**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Value**" is as defined in Formulas Condition 8.1(b);

"**Underlying Reference Volatility Hedged Value**" is as defined in Formulas Condition 8.1(d);

"**Underlying Reference Volatility Hedged Value<sub>0</sub>**" is as defined in Formulas Condition 8.1(e);

"**Underlying Reference Volatility Hedged Value<sub>t-1</sub>**" is as defined in Formulas Condition 8.1(d);

"**Underlying Reference Weighting**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Reference**" is as defined in OET Warrant Condition 1 (*Definitions*), Security Condition 14.7 (*Definitions relating to Knock-in Event/Knock-out Event*), Security Condition 19.9 (*Automatic Early Expiration*), Formulas Condition 7 (*General Formulas Definitions*);

"**Underlying Share**" is as defined in Security Condition 1.1 (*Type*);

"**Underlying Shares**" is as defined in Share Security Condition 9 (*Definitions relating to GDR/ADR*);

"**Unwinding Time Period**" is as defined in Formulas Condition 1.1(hh);

"**Up Call Spread**" is as defined in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb) and in Formulas Condition 1.1(ccc);

"**Up Call**" is as defined in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb) and in Formulas Condition 1.1(ccc);

"**Up Cap Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Up Final Settlement Value**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Up Floor Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Up Forward**" is as defined in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb) and in Formulas Condition 1.1(ccc);

"**Up Put Spread**" is as defined in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb) and in Formulas Condition 1.1(ccc);

"**Up Put**" is as defined in Formulas Condition 1.1(xx), in Formulas Condition 1.1(yy), in Formulas Condition 1.1(zz), in Formulas Condition 1.1(aaa), in Formulas Condition 1.1(bbb) and in Formulas Condition 1.1(ccc);

"**Up Strike Percentage**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Upper Level**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Upside Participation Factor**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**UR<sub>(t)</sub>**" is as defined in Formulas Condition 1.1(s);

"**UR<sub>(t0)</sub>**" is as defined in Formulas Condition 1.1(s);

"**UR<sub>(t-1)</sub>**" is as defined in Formulas Condition 1.1(s);

"**Valid Date**" is as defined in Security Condition 3 (*Definitions*) and in Currency Security Condition 1 (*Definitions*);

"**Valuation Date**" is as defined in Security Condition 3 (*Definitions*), in Formulas Condition 1.1(hh), in Inflation Index Security Conditions 1 (*Definitions*), in Currency Security Condition 1 (*Definitions*) in Fund Security Condition 1 (*Definitions*), in OET Warrant Condition 1 (*Definitions*);

"**Valuation Time**" is as defined in Security Condition 3 (*Definitions*), in Currency Security Condition 1 (*Definitions*), in ETI Security Condition 1 (*Definitions*);

"**Value Business Day**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Value per ETI Interest Trading Price Barrier**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Value per ETI Interest Trading Price Differential**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Value per ETI Interest Trigger Event**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Value per ETI Interest**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Value Trigger Percentage**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Value Trigger Period**" is as defined in ETI Security Condition 1 (*Definitions*);

"**Vanilla Call Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**Vanilla Call Spread Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**VWA Closing Price**" is as defined in Share Security Condition 1 (*Definitions*) under the definition of Closing Price;

"**VWA Settlement Price**" is as defined in Share Security Condition 1 (*Definitions*) under the definition of Settlement Price;

"**W<sub>(n)</sub>**" is as defined in Formulas Condition 1.1(uu)(ii);

"**W Target<sub>0</sub>**" is as defined in Formulas Condition 8.1(e);

"**W**" is as defined in Formulas Condition 7 (*General Formulas Definitions*);

"**W<sub>(i)</sub>**" is as defined in Formulas Condition 1.1(qq) and 1.1(qq)(ii), and in Formulas Condition 1.1(rr);

"**W\*<sub>1</sub> = W<sub>1</sub> = W<sub>0</sub>**" is as defined in Formulas Condition 8.1(e);

"**W\*<sub>t+1</sub>**" is as defined in Formulas Condition 8.1(e);

"**W\*<sub>t+2</sub>**" is as defined in Formulas Condition 8.1(e);

"**W<sub>0</sub>**" is as defined in Formulas Condition 8.1(e);

"**Warrantholder**" is as defined in Security Condition 1.2 (*Title to Securities*);

"**Warrants**" is as defined in the third paragraph of the Terms and Conditions of the Securities;

"**Weighted Average Basket Value**" is as defined in Formulas Condition 8.5(b);

"**Weighted Average Best Value**" is as defined in Formulas Condition 8.5(b);

"**Weighted Average Rainbow Value**" is as defined in Formulas Condition 8.5(b);

"**Weighted Average Underlying Reference Value**" is as defined in Formulas Condition 8.5(a);

"**Weighted Average Worst Value**" is as defined in Formulas Condition 8.5(b);

"**Weighting**" is as defined Security Condition 3 (*Definitions*);

"**Worst Greatest Value**" is as defined in Formulas Condition 8.2(b);

"**Worst Intraday Value**" is as defined in Formulas Condition 8.1(c);

"**Worst Performing Underlying Reference Closing Price Value<sub>(i)</sub>**" is as defined in Formulas Condition 6.1(a);

"**Worst Value**" is as defined in Formulas Condition 8.1(c);

"**W<sub>t</sub>**" is as defined in Formulas Condition 8.1(e);

" $W_{t+1}$ " is as defined in Formulas Condition 8.1(e);

" $W_{t-1}$ " is as defined in Formulas Condition 8.1(e);

" $W_{t-1}^{\text{Target}}$ " is as defined in Formulas Condition 8.1(e);

" $W_t^{\text{Target}}$ " is as defined in Formulas Condition 8.1(e);

"**YoY Inflation Rate**" is as defined in Formulas Condition 7 (*General Formulas Definitions*).

## PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

### *Clearing System Accountholders*

Each Global Security will be in bearer form. Consequently, in relation to any Tranche of Securities represented by a Global Security, references in the Terms and Conditions of the Securities to "**Securityholder**" are references to the bearer of the relevant Global Security which, for so long as the Global Security is held by a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that common depository.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Security (each an "**Accountholder**") must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder's share of each payment made by the relevant Issuer to the bearer of such Global Security and in relation to all other rights arising under the Global Security. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Security will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Securities are represented by the Global Security, Accountholders shall have no claim directly against the relevant Issuer in respect of payments due under the Securities and such obligations of the relevant Issuer will be discharged by payment to the bearer of the Global Security.

### *Exchange of Temporary Global Securities*

Whenever any interest in a Temporary Global Security is to be exchanged for an interest in a Permanent Global Security, the relevant Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Security, duly authenticated to the bearer of the Temporary Global Security; or
- (b) in the case of any subsequent exchange, an increase in the number of Securities represented by such Permanent Global Security, where applicable, in accordance with its terms,

as specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Security to or to the order of the Fiscal Agent within 7 days of the bearer requesting such exchange.

Whenever a Temporary Global Security is to be exchanged for Definitive Securities, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of the relevant number of Definitive Securities, duly authenticated, to the bearer of the Temporary Global Security against the surrender of the Temporary Global Security to or to the order of the Fiscal Agent within 45 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Security has not been delivered or the principal amount thereof, where applicable, increased by 5.00 p.m. (Luxembourg time) on the seventh day after the bearer of a Temporary Global Security has requested exchange of an interest in the Temporary Global Security for an interest in a Permanent Global Security; or
- (b) Definitive Securities have not been delivered by 5.00 p.m. (Luxembourg time) on the forty-fifth day after the bearer of a Temporary Global Security has requested exchange of the Temporary Global Security for Definitive Securities; or
- (c) a Temporary Global Security (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Securities or the date for final settlement of a Temporary Global Security has occurred and, in either case, payment in full of the amounts falling due thereunder has not been made to the bearer of the Temporary Global Security in accordance with the terms of the Temporary Global Security on the due date for payment,

then the Temporary Global Security (including the obligation to deliver a Permanent Global Security or increase the number of Securities represented thereby, where applicable, or deliver Definitive Securities, as the case may

be) will become void at 5.00 p.m. (Luxembourg time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (Luxembourg time) on such forty-fifth day (in the case of (b) above) or at 5.00 p.m. (Luxembourg time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Security will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Security or others may have under the Deeds of Covenant. Under the Deeds of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Security will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Security became void, they had been the holders of a number of Definitive Securities equal to the number of Securities they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Where the Securities are listed on Euronext Dublin and its rules so require, the relevant Issuer will give notice of the exchange of the Permanent Global Security for Definitive Securities pursuant to Condition 8 (*Notices*) of the Securities.

#### *Exchange of Permanent Global Securities*

Whenever a Permanent Global Security is to be exchanged for Definitive Securities, the relevant Issuer shall procure the prompt delivery (free of charge to the bearer) of the relevant number of Definitive Securities, duly authenticated to the bearer of the Permanent Global Security against the surrender of the Permanent Global Security to or to the order of the Fiscal Agent within 45 days of the bearer requesting such exchange.

If:

- (a) Definitive Securities have not been delivered by 5.00 p.m. (Luxembourg time) on the forty-fifth day after the bearer of a Permanent Global Security has duly requested exchange of the Permanent Global Security for Definitive Securities; or
- (b) a Permanent Global Security (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Securities or the date for final settlement of the Securities has occurred and, in either case, payment in full of the amounts falling due thereunder has not been made to the bearer of the Permanent Global Security in accordance with the terms of the Permanent Global Security on the due date for payment,

then the Permanent Global Security (including the obligation to deliver Definitive Securities) will become void at 5.00 p.m. (Luxembourg time) on such forty-fifth day (in the case of (a) above) or at 5.00 p.m. (Luxembourg time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Security will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Security or others may have under the Deeds of Covenant). Under the relevant Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Security will acquire directly against the relevant Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Security became void, they had been the holders of a number of Definitive Securities equal to the number of Securities they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Where the Securities are listed on Euronext Dublin and its rules so require, the relevant Issuer will give notice of the exchange of the Permanent Global Security for Definitive Securities pursuant to Condition 8 (*Notices*) of the Securities.

#### *Conditions applicable to Global Securities*

Each Global Security will contain provisions which modify the Terms and Conditions of the Securities as they apply to the Global Security. The following is a summary of certain of those provisions:

*Payments:* All payments in respect of the Global Security will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Security to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the relevant Issuer in respect of the Securities.

*Notices:* Notwithstanding Condition 8 (*Notices*) of the Securities, while all the Securities are represented by a Permanent Global Security (or by a Permanent Global Security and/or a Temporary Global Security) and the

Permanent Global Security is (or the Permanent Global Security and/or the Temporary Global Security are) deposited with a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, notices to Securityholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Securityholders in accordance with Condition 8 (*Notices*) of the Securities on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system; *provided, however, that*, so long as the Securities are listed on the Official List of Euronext Dublin and its rules so require, notices will also be published in a leading newspaper having general circulation in Ireland or on the website of the Euronext Dublin ([www.ise.ie](http://www.ise.ie)).

## USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Securities will be used for the general corporate purposes of the relevant Issuer.

## INFORMATION ON MEDIOBANCA - BANCA DI CREDITO FINANZIARIO S.P.A.

This section of the Base Prospectus reflects the contents of (i) certain paragraphs of the registration document published in Italian language by Mediobanca on 22 November 2018 and approved by CONSOB pursuant to CONSOB Regulation No. 11971 of 14 May 1999 (as amended) on 21 November 2018, report No. 482981/18 (the "**Mediobanca Registration Document**"), available at the following website: <https://raccoltaproprietaria.mediobanca.it/static/upload/med/0000/mediobanca-registration-document-2018.pdf> and (ii) certain information contained in the audited consolidated annual financial statements of Mediobanca and the audited non-consolidated annual financial statements of Mediobanca International as at and for the years ended 30 June 2018 and 2017 as well as in the unaudited consolidated interim financial statements of Mediobanca and the unaudited non-consolidated interim financial statements of Mediobanca International for the period ended 30 December 2018.

### History and development of Mediobanca

#### *Legal status and information*

Mediobanca – Banca di Credito Finanziario S.p.A. was set up on 10 April 1946 by virtue of a notarial deed drawn up by Notary public Arturo Lovato, file no. 3041/52378. Mediobanca is a joint stock company incorporated under Italian law registered in the Milan-Monza-Brianza-Lodi Companies' Register under Registration no. 00714490158 having its registered office and administrative headquarters in Piazzetta Enrico Cuccia 1, 20121 Milan, Italy, tel. No.: (0039) 02-88291. Mediobanca operates under Italian law, and the court of Milan has jurisdiction over any disputes arising against it.

#### *Important events in Mediobanca's recent history*

Since 30 June 2018 there have been no negative changes either to the financial position or prospects of either Mediobanca or the Group headed up by it.

Neither Mediobanca nor any company in the Group have carried out transactions that have materially affected or that might be reasonably expected to materially affect, Mediobanca's ability to meet its obligations towards third parties.

On 7 May 2019 the unaudited consolidated results for the three month ended 31 March 2019 were approved by the Board of Directors of Mediobanca.

As at the date of this Base Prospectus, S&P rated Mediobanca "A-2" (short-term debt), "BBB" (long-term debt) with negative outlook;

as at the date of this Base Prospectus, Fitch Italia S.p.A. rated Mediobanca "F2" (short-term debt), "BBB" (long-term debt) with negative outlook and Moody's Investors Service Ltd. rated Mediobanca "Baa1" (long-term debt) with stable outlook – see <https://www.mediobanca.com/en/media-relations/press-releases/mediobanca-fitch-modifica-i-rating-revisione-del-rating-sovrano.html> and <https://www.mediobanca.com/en/media-relations/press-releases/moody-s-assigns-mediobanca-baa1-long-term-rating-with-stable-outlook.html>.

For an explanation of the rating given by S&P please see below the S&P rating scale:

<b>LONG TERM</b> obligations with an original maturity of more than one year	<b>SHORT TERM</b> obligations with an original maturity of no more than one year
<b>Investment grade</b>  AAA  The obligor's capacity to meet its financial commitment on the obligation is extremely strong.	<b>Investment grade</b>  A-1  The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to

<p>AA</p> <p>The obligor's capacity to meet its financial commitment on the obligation is very strong. An obligation rated 'AA' differs from the highest-rated obligations only to a small degree.</p> <p>A</p> <p>The obligation is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.</p> <p>BBB</p> <p>The obligation exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.</p>	<p>meet its financial commitment on these obligations is extremely strong.</p> <p>A-2</p> <p>The obligation is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rating categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.</p> <p>A-3</p> <p>The obligation exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.</p>
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(Source: Standard & Poor's)

<p><b>LONG TERM</b></p> <p>obligations with an original maturity of more than one year</p>	<p><b>SHORT TERM</b></p> <p>obligations with an original maturity of less than one year</p>
<p><b>Speculative grade</b></p> <p>BB</p> <p>The obligation is less vulnerable to nonpayment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation.</p> <p>B</p> <p>The obligation is more vulnerable to nonpayment than obligations rated 'BB', but the obligor currently has the capacity to meet its financial commitment on the obligation. Adverse business, financial, or economic conditions will likely impair the obligor's capacity or willingness to meet its financial commitment on the obligation.</p> <p>CCC</p> <p>The obligation is currently vulnerable to nonpayment, and is dependent upon favorable business, financial, and economic conditions for the obligor to meet its financial commitment on the obligation. In the event of adverse business, financial, or economic</p>	<p><b>Speculative grade</b></p> <p>B</p> <p>The obligation is regarded as having significant speculative characteristics. The obligor currently has the capacity to meet its financial commitment on the obligation; however, it faces major ongoing uncertainties which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation.</p> <p>B -1</p> <p>The obligation is regarded as having significant speculative characteristics, but the obligor has a relatively stronger capacity to meet its financial commitments over the short-term compared to other speculative-grade obligors.</p> <p>B -2</p> <p>The obligation is regarded as having significant speculative characteristics, and the obligor has an average speculative-grade capacity to meet its financial commitments over the short-term compared to other speculative-grade obligors.</p>

<p>conditions, the obligor is not likely to have the capacity to meet its financial commitment on the obligation.</p> <p>CC</p> <p>The obligation is currently highly vulnerable to nonpayment.</p> <p>C</p> <p>A 'C' rating is assigned to obligations that are currently highly vulnerable to nonpayment, obligations that have payment arrearages allowed by the terms of the documents, or obligations of an issuer that is the subject of a bankruptcy petition or similar action which have not experienced a payment default.</p> <p>D</p> <p>The obligation is in payment default. The 'D' rating category is used when payments on an obligation, including a regulatory capital instrument, are not made on the date due even if the applicable grace period has not expired, unless Standard &amp; Poor's believes that such payments will be made during such grace period.</p>	<p>B -3</p> <p>The obligation is regarded as having significant speculative characteristics, and the obligor has a relatively weaker capacity to meet its financial commitments over the short-term compared to other speculative-grade obligors.</p> <p>C</p> <p>The obligation is currently vulnerable to nonpayment and is dependent upon favorable business, financial, and economic conditions for the obligor to meet its financial commitment on the obligation.</p> <p>D</p> <p>The obligation is in payment default. The 'D' rating category is used when payments on an obligation, including a regulatory capital instrument, are not made on the date due even if the applicable grace period has not expired, unless Standard &amp; Poor's believes that such payments will be made during such grace period</p>
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NB: ratings from "AA" to "CCC" inclusive can be modified by adding the "+" or "-" minus sign to specify the position.

For an explanation of the rating given by Fitch please see below the Fitch rating scale:

LONG TERM obligations with an original maturity of more than one year	SHORT TERM obligations with an original maturity of no more than one year
<b>Investment grade</b>	<b>Investment grade</b>
<p>AAA</p> <p>Denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.</p> <p>AA</p> <p>Denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.</p> <p>A</p> <p>Denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more</p>	<p>F-1</p> <p>Indicates the strongest intrinsic capacity for timely payment of financial commitments; may have an added "+" to denote any exceptionally strong credit feature.</p> <p>F-2</p> <p>Good intrinsic capacity for timely payment of financial commitments.</p> <p>F-3</p> <p>The intrinsic capacity for timely payment of financial commitments is adequate.</p>

<p>vulnerable to adverse business or economic conditions than is the case for higher ratings</p> <p><b>BBB</b></p> <p>Indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.</p>	
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(Source: Fitch Ratings)

<p style="text-align: center;"><b>LONG TERM</b></p> <p style="text-align: center;">obligations with an original maturity of more than one year</p>	<p style="text-align: center;"><b>SHORT TERM</b></p> <p style="text-align: center;">obligations with an original maturity of less than one year</p>
<p style="text-align: center;"><b>Speculative grade</b></p> <p><b>BB</b></p> <p>Indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time; however, business or financial flexibility exists which supports the servicing of financial commitments.</p> <p><b>B</b></p> <p>Indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.</p> <p><b>CCC</b></p> <p>Default is a real possibility.</p> <p><b>CC</b></p> <p>Default of some kind appears probable.</p> <p><b>C</b></p> <p>Default is imminent or inevitable, or the issuer is in standstill.</p> <p><b>RD</b></p> <p>Indicate an issuer that in Fitch Ratings' opinion has entered into bankruptcy filings, administration, receivership, liquidation or other formal winding-up procedure, or which has otherwise ceased business.</p>	<p style="text-align: center;"><b>Speculative grade</b></p> <p><b>B</b></p> <p>Minimal capacity for timely payment of financial commitments, plus heightened vulnerability to near term adverse changes in financial and economic conditions.</p> <p><b>C</b></p> <p>Default is a real possibility.</p> <p><b>RD</b></p> <p>Indicates an entity that has defaulted on one or more of its financial commitments, although it continues to meet other financial obligations. Applicable to entity ratings only.</p> <p><b>D</b></p> <p>Indicates a broad-based default event for an entity, or the default of a short-term obligation.</p>

For an explanation of the rating given by Moody's please see below the Moody's rating scale:

<b>LONG TERM</b> obligations with an original maturity of more than one year
Aaa Obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk.
Aa Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.
A Obligations rated A are judged to be upper-medium grade and are subject to low credit risk.
Baa Obligations rated Baa are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.
Ba Obligations rated Ba are judged to be speculative and are subject to substantial credit risk.
B Obligations rated B are considered speculative and are subject to high credit risk.
Caa Obligations rated Caa are judged to be speculative of poor standing and are subject to very high credit risk.
Ca Obligations rated Ca are highly speculative and are likely in, or very near, default, with some prospect of recovery of principal and interest.
C Obligations rated C are the lowest rated and are typically in default, with little prospect for recovery of principal or interest.

*Note: Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. Additionally, a "(hyb)" indicator is appended to all ratings of hybrid securities issued by banks, insurers, finance companies, and securities firms.  
(Source: Moody's)*

To the knowledge of Mediobanca, each of S&P Global Ratings, acting through S&P Global Ratings Europe Limited, Italy Branch, Fitch Italia S.p.A. and Moody's Investors Service Ltd. is a credit rating agency which is established in the European Union and has been registered in accordance with Regulation 1060/2009/EC on credit rating agencies (as amended from time to time) (the "CRA"). As such each of S&P, Fitch and Moody's is included in the latest list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA – see <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>.

## Business Overview

### Principal activities

The Group's operations are segmented as follows:

- **Wealth Management (WM):** this new division brings together all asset management services offered to the following client segments:
  - *Affluent & Premier*, addressed by CheBanca!;
  - *Private & HNWI*, addressed in Italy by Mediobanca Private Banking (formerly Banca Esperia and now an internal division of Mediobanca) and Spafid, and in the Principality of Monaco by Compagnie Monégasque de Banque.

This division also comprises Mediobanca Asset Management, the product factory which Mediobanca intends to set up to serve the MB Group sale networks by leveraging on existing capabilities: Cairn Capital (alternative AM), Duemme SGR (formerly Esperia), and Compagnie Monégasque de Gestion (CMG, formerly CMB).

- **Corporate & Investment Banking (CIB):** this division brings together all services provided to corporate clients:
  - *Wholesale Banking:* Client Business (lending, advisory, capital markets activity) and proprietary trading;
  - *Specialty Finance*, which comprises factoring (MBFacta) and credit management (Creditech).
- **Consumer Banking (CB):** this division provides retail clients with the full range of consumer credit products, ranging from personal loans to salary-backed finance (Compass and Futuro);
- **Principal Investing (PI):** this division brings together the Group's portfolio of equity investments and holdings, including the stake in Assicurazioni Generali;
- **Holding Functions:** this division houses the Group's Treasury and ALM activities (which previously were included in the CIB division), with the objective of optimizing management of the funding and liquidity processes; it also includes all costs relating to Group staffing and management functions, most of which were also previously allocated to CIB; and continues to include the leasing operations.

This new segmentation, in force since 16 November 2016, was approved in conjunction with the guidelines for the 2016/19 strategic plan with a view to seizing opportunities deriving from the current competitive scenario and prioritizing development of the new Wealth Management division.

In the course of FY 2017-18, Mediobanca acquired a 69% stake in RAM AI, an alternative asset management company.

As at 30 June 2018, Mediobanca had a market capitalization of approx. €7.1bn.

### Consolidated financial information as at 30/06/18\*

Profit and loss account (€m)	Corporate & Investment Banking	Consumer	Wealth Management	Principal investing	Holding Functions	Total
Net interest income	266.1	868.8	255.2	(7.2)	(37.5)	1,359.4
Total income	631.0	996.2	526.0	295.0	(8.9)	2,419.3
Profit before tax	392.1	463.2	94.2	384.7	(239.0)	1,095.8
Net profit	264.5	315.3	69.2	373.8	(158.9)	863.9

\* Source: Mediobanca audited consolidated annual financial statement as at and for the year ended on 30 June 2018

### **Affluent & Premier - CheBanca!**

Mediobanca has been operative in retail banking through CheBanca!. This subsidiary, launched in 2008, effectively served as retail deposit gatherer for the Mediobanca Group throughout the financial crisis. In the last four years it has developed a distribution model which is innovative, transparent and with high technology content, while at the same time refocusing its mission from deposit gatherer to asset gatherer, raising €8.5bn in AUM and breaking even at the operating level in 2017.

Today CheBanca! is distinguished by its:

- High brand recognition;
- Effective, innovative multi-channel distribution (internet, 141 own branches, 226 Financial Agents and 416 Wealth Advisors);
- Simple, transparent products;
- Substantial customer base (approx. 800,000 customers);
- Strong commercial results: €14.2bn in deposits, €8.4bn in assets under management, and €8.1bn in mortgages disbursed.

At 30 June 2018 the company employs a total of 1,321 staff.

### **Private & HNWI**

The range of services offered to clients is split between.

**MB Private Banking**, formerly Banca Esperia, now 100%-owned and merged into Mediobanca, offering private banking services. The 125 bankers and fifteen branches at the same time will work to develop their asset management activity and the mid-cap platform, acting as a bridge between corporate and private activities in conjunction with Spafid, the Mediobanca Group multi-family office. The Mediobanca Private Banking product offering for high net worth clients includes portfolio management, advisory and financing services. Independence, operational autonomy, focus on private banking activities, and excellence and quality of service, are the hallmarks of a bank which has approx. €19bn in assets under management at its branches in Bergamo, Bologna, Brescia, Cesena, Florence, Genoa, Milan, Padua, Parma, Rome, Turin and Treviso.

**Compagnie Monégasque de Banque ("CMB")** is 100%-owned by Mediobanca. CMB is market leader in the Principality of Monaco, with total deposits of approx. €7bn. Its geographical position, in-depth knowledge of markets and absolute independence make it a player of primary importance, able to provide exclusive services to its clientèle, ranging from loans to asset management.

**Spafid**, 100%-owned by Mediobanca, this company provides fiduciary administration services in respect of equity investments, securities market investments and fiduciary services for issuers. Spafid currently has assets under administration worth some €4.5bn.

### **MB Asset Management**

As part of the reorganization of the Wealth Management division, a new MB Asset Management product factory has been set up bringing together Cairn Capital, RAM, Mediobanca SGR and Compagnie Monégasque de Gestion (formerly CMB). In this division the individual companies' support units will be centralized (Human Resources, Legal and Compliance, etc.) and a dedicated sales force will be set up with responsibility for distribution of all product lines.

- **Cairn Capital**, a 51% stake having been acquired in this company in December 2015. Cairn Capital is the largest company in this division, and is an asset manager and advisor based in London specializing in credit products. Assets managed by the company total some €2.5bn, plus a further €3.9bn under long-term advice.

- **RAM AI**, in which a 69% stake was acquired in March 2018, is one of the leading European systematic asset managers, offering a wide range of alternative funds to a vast range of institutional and professional investors. As at 30 April 2018, RAM AI had €5bn under management in fourteen funds, with 41 staff.

### **Consumer Credit – Compass**

Mediobanca has operated in the consumer credit sector since the 1960s through its subsidiary Compass. Compass today is one of the leading consumer credit operators on the Italian market, with a market share of 12%.

Compass offers a wide range of products (personal loans, special purpose loans for acquisition of consumer durable goods, credit cards and salary-backed finance), using a highly diversified distribution network consisting of some 171 own branches, distributing agreements with banking partners and retailers, and BancoPosta.

*As at the balance-sheet date it had approx. €12bn in loans outstanding, plus a total of 1,429 staff on the books.*

On 3 August 2018, Compass Banca S.p.A. announced it had reached an agreement to acquire 19.9% of PT. BFI Finance Indonesia TBK ("**BFI**") from the Trinugraha consortium.

PT. Aryaputra Teguharta ("**APT**") has taken action against Mediobanca and Compass challenging the legitimacy of the sale and purchase agreement in respect of 19.9% of the shares of BFI and asking for it to be declared null and void, and asking for damages. The proceeding is pending at the court of Milan and the first hearing has been set for 5 February 2019.

APT has also launched a precautionary measure to prevent Compass from proceeding to close the acquisition and to order the shares to be seized. The court of Milan, in a ruling issued on 6 November 2018, threw out all the requests made by APT, arguing that the grounds for the precautionary measure were non-existent.

### **Wholesale Banking**

Mediobanca seeks to provide its corporate clients with advisory services and financial services to help them grow and develop.

The wholesale banking division comprises three different units: Corporate Finance, Lending and Structured Finance, Capital Markets.

### **Corporate Finance**

A client-based approach is adopted, backed by indepth knowledge of the financial issues and a consolidated track record in executing deals. The operating unit is organized into different industry teams covering individual industries in order to provide greater focus.

Corporate finance involves the following activities:

- defining strategic objectives for companies and identifying extraordinary financing transactions in order to help meet them;
- extraordinary financing transactions: mergers and acquisitions, joint ventures and partnerships, disposals and spinoffs;
- liability restructuring: earnings/financial analysis of companies/groups undergoing restructuring; working out financial rebalancing scenarios; negotiating with key creditors;
- corporate restructuring: LBOs, MBOs, spinoffs and tax-/inheritance-related issues;
- company valuations, on a standalone basis and for purposes of setting exchange ratios;
- relations with authorities: assistance in handling relations with market and regulatory authorities, principally CONSOB and Borsa Italiana.

### ***Lending and Structured Finance***

The Financing teams serve Mediobanca's Italian and international customers, through the branch offices located in Paris, Frankfurt, London, Madrid and Istanbul, to offer:

- advice in evaluating possible capital structures and financing solutions available from among a vast series of debt products, including considering possible implications in terms of rating;
- structuring and executing lending transactions;
- access to the international syndicated loans market;
- facility and security agent services for corporate and structured lending transactions.

The main products of the Lending and Structured Finance unit are:

- **Corporate Lending** (bilateral loans, club deals and syndicated loans): corporate loans aimed at supporting customers' financial requirements generated by investments or related to their companies' growth; the financial solutions offered are aimed primarily at medium-/large-sized firms operating on domestic and international markets, in industrial and service-based sectors.
- **Structured Finance** (acquisition finance, loans for LBO/MBOs, project finance, infrastructure finance, real estate finance): financial support to corporate counterparties and institutional investors as part of leveraged transactions to acquire stakes in listed and unlisted companies; a wide range of lending transactions are developed, arranged, structured, underwritten and executed based on complex structures, and because of their size these are often syndicated on the international market. On the back of its solid track record in various sectors, customers are provided with advisory services covering the entire process of structuring deals to support investment and infrastructure or industrial projects, including offering strategies, selection of the most effective debt instruments, hedging strategies, financial modelling and structuring contracts; and
- **Factoring** (with and without recourse, maturity, and supply credit): sale and discount of trade receivables to help refinance companies' working capital. As well as the financial benefits, factoring can also provide insurance (guarantee against insolvency or delays in payments) and facilitate operations (credit management, accounting, collection and recovery).

### ***Capital Markets***

Mediobanca operates on both the primary and secondary markets, trading equities and fixed-income securities, foreign exchange products and credit risk, interest rate and exchange rate derivatives.

In the **equity** market (primary and secondary), activity is divided into the following areas:

- **Equity Capital Markets:** Mediobanca is the Italian leader and has a role of increasing importance internationally in structuring, co-ordinating and executing equity capital markets transactions, such as IPOs, rights issues, secondary offerings and ABOs, and bonds convertible into equity solutions (equity derivatives to manage investments and treasury shares): this unit structures and implements extraordinary financing transactions involving equity investments and treasury shares; using a dedicated trading platform, the team offers customers innovative, high value-added solutions, and also handles any legal, accounting, tax and regulatory issues;
- **Equity Finance** (securities lending, equity repos, collateralized financing): the unit offers tailored securities lending solutions, which range from simple loans to hedge short-/medium-term positions, to equity repos, to upgrades and collateralized financing;
- **Equity Derivatives Institutional Marketing:** a range of equity-linked investments are offered to banks, insurances, asset managers and family offices, from synthetic replications of simple underlying assets to sophisticated protection mechanisms and solutions for increasing the return on portfolios, funded or unfunded;

- **MB Securities:** this is Mediobanca's equity brokerage division, offering global access to equity markets and research on the Italian market (over 100 companies are covered), plus a pan-European focus on the financials sector (banks and insurances); a dedicated team also offers corporate broking services.

As for the **debt** market, the activity is divided into the following areas of operation:

- **Debt Capital Market:** this team originates, structures, executes and places corporate and financial bond issues, covered bonds and securitizations to meet its customers' financing needs.
- **CRAL Solutions:** this area structures solutions based on interest rates, credit and alternative products; it targets corporate clients, banks and institutional investors who need to restructure their investment portfolios, increase asset liquidity and diversify their sources of funding. An activity of advisory services and structuring of ad hoc solutions on alternative investments focusing institutional investors.
- **Proprietary Funding:** this team is responsible for structuring, issuing and placing debt products, the revenues from which finance the Bank's own activities. Fund raising, supported by the Bank's high credit rating, takes place primarily through the issuance of securities, both plain vanilla and structured. Securities are placed with retail investors through public offers (executed using the CheBanca! owned network, and via networks of individual third banks – including that of BancoPosta – either on an exclusive basis or via groups of banks in syndicates), and direct sales are made over the screen-based bond market (MOT) operated by Borsa Italiana. Demand from institutional investors is met via public offers of securities on the Euromarket and private placements of products customized to meet the subscribers' specific needs.

### Specialty Finance

Our Specialty Finance activities include managing and financing credit and working capital. We have operations in factoring with MBFacta and in the credit management sector with MBCredit Solutions.

- **MBCredit Solutions** has for many years performed credit recovery activities (on behalf of the Group companies and third parties) and NPL portfolio acquisitions. The 2016-19 strategic plan envisages the company growing from niche operator to leading player in the credit management sector (servicing inter alia for third parties) and in the acquisition of non-performing loans (NPLs).
- **MBFacta** provides trade receivables sale and discount services (with and without recourse, maturity, supply credit) to refinance corporate working capital. As well as the financial benefits, this service can also include an insurance component (guarantee against insolvency or delays in payments) and/or a management component (portfolio management, accounting, collection and recovery). The factoring platform's factoring offering will be tailored specifically to developing the Mid Corporate segment in synergy with the other services offered by CIB to this category of firm.

### Principal Investing

Mediobanca has an equity portfolio of investments made over time, consisting of minority stakes in leading Italian and international companies, most of which are listed. As a result of the recent introduction of tighter regulations on regulatory capital and the Bank's desire to concentrate more on highly-specialized banking activities, this portfolio of investments is in the process of being reduced. Disposals were completed during the course of FY 2017-18: stakes worth approx. €287m were sold, yielding gains of almost €98m. In view of the size of the investments and the role played by Mediobanca in the governance of the companies concerned, the shareholdings in Generali and RCS MediaGroup are assigned to the Principal investing division.

<i>Company</i>	<i>Sector</i>	<i>% of share capital</i>	<i>Book value as at 30/6/18</i> <i>€m</i>
<i>Assicurazioni Generali</i>	<i>Insurance</i>	<i>13.0%</i>	<i>3,171</i>
<i>RCS Mediagroup</i>	<i>Publishing – media</i>	<i>6.6%</i>	<i>37</i>
<i>Atlantia</i>	<i>Infrastructure</i>	<i>6.1%</i>	<i>61</i>

## **Leasing**

Mediobanca owns a direct 60% stake in the SelmaBipiemme Leasing group, with the other 40% held by the Banca Popolare di Milano. The group operates in financial leasing. In the twelve months to 30 June 2018, the Group disbursed some €400m in leases, on leases outstanding totalling approx. €2.1bn. As at 30 June 2018 the headcount numbered 141 staff.

### **Brief description of the Mediobanca's principal activities, with an indication of the main categories of products sold and/or services provided**

As stated in Article 3 of Mediobanca's Articles of Association, the Mediobanca's purpose is to raise funds and provide credit in any of the forms permitted, especially medium- and long-term credit to corporates.

Within the limits laid down by current regulations, Mediobanca may execute all banking, financial and intermediation-related operations and services, and carry out any transaction deemed to be instrumental to or otherwise connected with the achievement of Mediobanca's purpose.

There are no significant new products and/or services that have been introduced and no development of new products and services has been disclosed.

### **Principal markets**

The Mediobanca Group's activities are principally focused on the domestic market (from a geographical standpoint Italy accounts for approx. 80% of the Group's loan book). In particular:

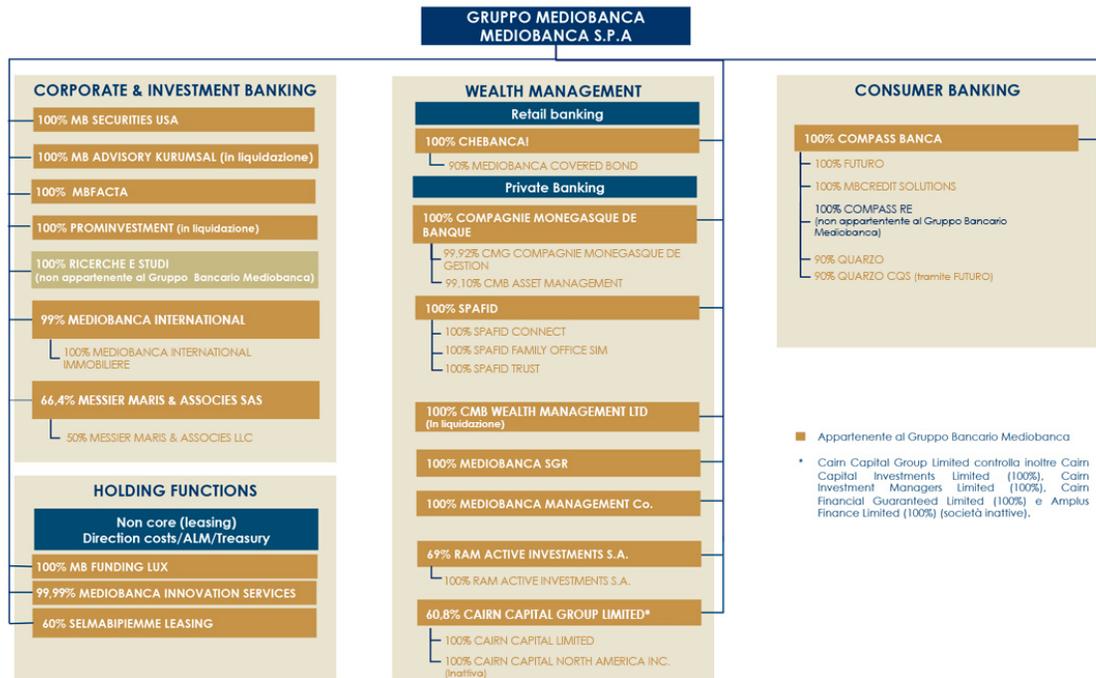
- Corporate & Investment Banking (CIB): half the revenues and loan book for this division is originated by the Italian market, the other half by other countries (notably France, Germany, Spain and the United Kingdom): the division employs some 590 staff, around 160 of whom are based outside Italy;
- Consumer banking: activities focus exclusively on the Italian market, and employ approx. 1,429 staff at more than 171 branches (not including the recent entry to the Indonesian market with the acquisition of a 20% stake in BFI Finance);
- Wealth Management (WM): this division's activity is focused primarily on the Italian market, with the exception of CMB (which operates in the Principality of Monaco), RAM AI (which operates throughout Europe from its headquarters in Switzerland), and Cairn Capital (which operates in the United Kingdom); and employs around 1,900 staff at over 110 branches;
- Leasing activities chiefly target the domestic market.

## Organizational Structure

Description of organizational structure of group headed up by Mediobanca

The Mediobanca Group is registered as a banking group in the register instituted by the Bank of Italy.

The following diagram illustrates the structure of the Mediobanca Group as at the date hereof.



## Subsidiaries and main investee companies

Mediobanca is parent company of the Mediobanca Banking Group. No individual or entity controls Mediobanca within the meaning of Article 93 of the Italian Consolidated Finance Act.

A list of the main Group companies included in the area of consolidation for the consolidated financial statements as at the date of this document is shown below:

Group companies			
COMPASS Banca S.p.A.	Italy	100%	(dir)
CHEBANCA! S.p.A.	Italy	100%	(dir)
SELMABIPIEMME LEASING S.p.A.	Italy	60%	(dir)
Compagnie Monégasque de Banque S.A.M.	Principality of Monaco	100%	(dir)
MEDIOBANCA INTERNATIONAL (Luxembourg) S.A.	Luxembourg	100% <sup>1</sup>	(dir)
SPAFID S.p.A.	Italy	100%	(dir)
SPAFID TRUST S.R.L.	Italy	100%	(indir)
SPAFID CONNECT S.p.A.	Italy	100%	(indir)
MEDIOBANCA SECURITIES USA LLC	United States	100%	(dir)
Mediobanca SGR S.P.A.	Italy	100%	(dir)
Mediobanca Management Company S.A.	Luxembourg	100%	(dir)
MBCREDIT SOLUTIONS S.p.A.	Italy	100%	(indir)
RICERCHE E STUDI S.p.A.	Italy	100%	(dir)
Mediobanca Innovation Services S.c.p.A	Italy	100% <sup>2</sup>	(dir)

### Group companies

FUTURO S.p.A.	Italy	100%	(indir)
PROMINVESTMENT S.p.A. in liquidation	Italy	100%	(dir)
MBFACTA S.p.A.	Italy	100%	(dir)
QUARZO S.r.l.	Italy	90%	(indir)
QUARZO CQS S.r.l.	Italy	90%	(indir)
MB COVERED BOND S.r.l.	Italy	90%	(indir)
C.M.B. ASSET MANAGEMENT S.A.M.	Principality of Monaco	99.10%	(indir)
C.M.G. COMP. MONEG. D.G. S.A.M.	Principality of Monaco	99.92%	(indir)
CMB WEALTH MANAGEMENT in liquidation	United Kingdom	100%	(dir)
COMPASS RE S.A.	Luxembourg	100%	(indir)
MB ADVISORY KURUMSAL DANISMANLIK HIZMETLERI A.S. in liquidation	Turkey	100%	(dir)
MEDIOBANCA INTERNATIONAL IMMOBILIERE S.à r.l.	Luxembourg	100%	(indir)
CAIRN CAPITAL GROUP Ltd	United Kingdom	60.8%	(dir)
CAIRN CAPITAL Ltd	United Kingdom	51%	(indir)
CAIRN CAPITAL NORTH AMERICA Inc. (not operative)	United States	51%	(indir)
CAIRN FINANCIAL GUARANTEE Ltd. (not operative)	United Kingdom	51%	(indir)
CAIRN CAPITAL INVESTMENTS Ltd. (not operative)	United Kingdom	51%	(indir)
CAIRN INVESTMENTS MANAGERS Ltd. (not operative)	United Kingdom	51%	(indir)
AMPLUS FINANCE Ltd. (not operative)	United Kingdom	51%	(indir)
MB FUNDING LUX S.A.	Luxembourg	100%	(dir)
SPAFID FAMILY OFFICE SIM S.p.A.	Italy	100%	(indir)
RAM ACTIVE INVESTMENTS S.A.	Switzerland	89.3/69%	(dir)
RAM ACTIVE INVESTMENTS (LUXEMBOURG) S.A.	Luxembourg	89.3/69%	(indir)
MESSIER MARIS & ASSOCIES SAS	France	66.4%	(dir)
MESSIER MARIS & ASSOCIES LLC	USA	50%	(dir)

<sup>1</sup> 99% Mediobanca and 1% Compass Banca

<sup>2</sup> 99.99 Mediobanca and 0.01% subsidiary companies

In view of the size of the investment and the role played by the Bank in the companies' governance, as at 30 June 2018, the values reflected by the investments in Assicurazioni Generali were as follows:

Company	Sector	% of share capital	Book value as at 30/6/18
			€m
Assicurazioni Generali	Insurance	13.0%	2,997

#### Forecasts or estimates of profits

#### Information on recent trends

No substantial adverse changes have taken place in Mediobanca's or the Group's prospects since 30 June 2018.

#### Information on trends, uncertainties, requests, commitments or known facts which could reasonably be expected to have material repercussions on the Issuer's prospects for at least the current financial year

Mediobanca is not aware of any information on trends, uncertainties, requests, commitments or facts known which could reasonably have significant repercussions on Mediobanca's prospects for the current financial year.

## Bodies Responsible for governance, management and supervision

### Information on governing bodies

Information on the Bank's governing bodies is provided below, as updated following the Annual General Meeting held on 27 October 2018.

Changes in the composition of the governing bodies and other information related to them are published from time to time on the Issuer's website at [www.mediobanca.it](http://www.mediobanca.it) (<https://www.mediobanca.com/en/corporate-governance/index.html>).

### Board of Directors

The Board of Directors, appointed on 28 October 2017 for the 2018, 2019 and 2020 financial years with new Directors co-opted on 20 September 2018 (as confirmed by the shareholders at the Annual General Meeting held on 27 October 2018), as at 27 October 2018 consisted of fifteen members, eleven of whom qualify as independent under Article 148, paragraph 3 of Italian Legislative Decree No. 58/98, eight of which eleven also qualify as independent under Article 19 of the company's Articles of Association (the requisites for which definition are substantially aligned with those of the Code of Conduct in respect of listed companies<sup>1</sup>). Its composition also reflects the legal requirements in terms of gender balance.

### Composition of Board of Directors

Name	Post held	Place and date of birth	Term of office expires	Posts held in other companies
Renato Pagliaro	Chairman <sup>**</sup> (4)	Milan, 20/2/57	28/10/20	-
Maurizia Angelo Comneno*	Deputy Chairman <sup>(1)</sup>	Rome, 18/6/48	28/10/20	-
Alberto Pecci	Deputy Chairman <sup>(5)</sup>	Pistoia, 18/9/43	28/10/20	Chairman, Pecci Filati Director El.En. Chairman, Tosco –Fin
Alberto Nagel*	Chief Executive Officer <sup>**</sup>	Milan, 7/6/65	28/10/20	-
Francesco Saverio Vinci *	General Manager <sup>**</sup>	Milan, 10/11/62	28/10/20	-
Marie Bolloré	Director <sup>(1)(4)</sup>	Neully sur Seine, 8/5/88	28/10/20	Director, Bolloré Director, Financière de l'Odé Director, Bolloré Participations Director, Financière V Director, Omnium Bolloré Director, Blue Solutions Director, Société Industrielle et Financière de l'Artois Member of Supervisory Board, Sofibol Chairman of Supervisory Board, Compagnie du Cambodge CEO, Electric Mobility Application Division of Bolloré Group Chief Executive Officer, H-Invest Director, FingProg Italia Director, Futura Invest
Maurizio Carfagna	Director <sup>(1)(2)(3)(5)</sup>	Milan, 13/11/47	28/10/20	Chief Executive Officer, H-Invest Director, FingProg Italia Director, Futura Invest
Maurizio Costa	Director <sup>(1)(2)(4)</sup>	Pavia, 29/10/1948	28/10/20	Director, Amplifon

<sup>1</sup>) The definition considers parties holding an interest of more than 2% or which are significant representatives in their own groups as not independent, regardless of whether or not they are parties to shareholder agreements.

Name	Post held	Place and date of birth	Term of office expires	Posts held in other companies
Angela Gamba	Director <sup>(1)(2)(3)</sup>	Palazzolo sull'Oglio (BS), 15/8/70	28/10/20	Director, Parmalat
Valérie Hortefeux	Director <sup>(1)(2)(3)(5)</sup>	Aulnay (France), 14/12/67	28/10/20	Director, Blue Solutions Director, Ramsay – Generale de Santé
Maximo Ibarra	Director <sup>(1)(2)</sup>	Cali (Colombia), 13/12/68	28/10/20	CEO, Royal KPN
Alberto Lupoi	Director <sup>(1)(2)(4)(5)</sup>	Roma, 29/3/70	28/10/20	-
Elisabetta Magistretti	Director <sup>(1)(2)(3)(4)</sup>	Busto Arsizio, 21/7/47	28/10/20	Director, Luxottica Group Director, Smeg. Executive Chairman, Trilantic Europe (to this end holds the post of Director in the individual Trilantic fund management companies)
Vittorio Pignatti-Morano Campori	Director <sup>(1)(2)(3)</sup>	Rome, 14/9/57	28/10/20	Director, Marex Spectron Group Ltd Director, Pharmacontract Chairman of Board of Directors, Gamenet S.p.A. Director, ICS Maugeri Director, Lilium Restaurants Ltd Director, Marchesi de' Frescobaldi S.p.A. Standing Auditor, Edison Standing Auditor, Transalpina di Energia, Standing Auditor, Otis Servizi
Gabriele Villa*	Director <sup>(1)</sup>	Milan, 18/6/64	28/10/20	

\* *Member of Executive Committee.*

\*\* *Member of Mediobanca senior management.*

(1) *Independent Director pursuant to Article 148, paragraph 3 of the Financial Services Act.*

(2) *Independent Director pursuant to Article 19 of the Issuer's articles of association.*

(3) *Member of the Risks Committee (which also performs the duties of the Related Parties Committee) pursuant to Article 20 of the Issuer's articles of association.*

(4) *Member of the Appointments Committee pursuant to Article 20 of the Issuer's articles of association.*

(5) *Member of the Remunerations Committee pursuant to Article 20 of the Issuer's articles of association.*

All Board members are in possession of the requisites to hold such office set by the regulations in force at the time.

The address for all members of the Board of Directors for the duties they discharge is: Piazzetta E. Cuccia 1, 20121 Milan, Italy.

### Statutory Audit Committee

#### Composition of Statutory Audit Committee:

Post held	Name	Place and date of birth	Term expires	Principal outside activities
Chairman	Natale Freddi	Rho, 6/6/52	FY 28/10/20	-

Post held	Name	Place and date of birth	Term expires	Principal outside activities
Standing auditor	Francesco Di Carlo	Milan, 4/10/69	FY 28/10/20	Chairman of Statutory Audit Committee, Italmobiliare, Director, Milano Investment Partners SGR
Standing auditor	Laura Gualtieri	Reggio Emilia, 18/10/68	FY 28/10/20	Standing Auditor, Prysmian
Alternate auditor	Alessandro Trotter	Vimercate, 09/06/40	FY 28/10/20	Alternate Deputy Chairman, Credito Valtellinese S.p.A. Chairman of Statutory Audit Committee, Credito Fondiario Chairman of Statutory Audit Committee, ePIC SIM Standing Auditor, Eurotlx SIM Standing Auditor, Salini-Impregilo Standing Auditor, Burgo Distribuzione
Alternate auditor	Barbara Negri	Alessandria, 13/06/73	FY 28/10/20	Standing Auditor, Edison Energy Solutions – Edison Exploration & Production – Edison Partecipazioni Energie Rinnovabili Chairman of Statutory Audit Committee, Coca Cola Italia Chairman of Statutory Audit Committee, Comfactor Chairman of Statutory Audit Committee, Infrastrutture Wireless Italiane – Inwiit
Alternate auditor	Stefano Sarubbi	Milan, 6/12/65	FY 28/10/20	CEO, Sigmagest and Chairman of Board of Directors, Sigma Business Management and Sigmagest financial Business Advisors

All Statutory Audit Committee members are in possession of the requisites to hold such office by law, in terms of fitness, professional qualifications and independence; and are all registered as auditors.

The address for all members of the Statutory Audit Committee for the duties they discharge is: Piazzetta E. Cuccia 1, 20121 Milan, Italy.

#### **Conflicts of interest among bodies responsible for governance, management and supervision**

A ban was instituted pursuant Article 36 of Italian Decree Law 201/11, as converted into Italian Law 214/11, on representatives of banks, insurers and financial companies from holding positions in companies which operate in the same sectors. Each year the Board of Directors assesses the positions of the individual directors, which may have changed as a result of changes in the activities or size of the other companies in which they hold posts. To this end, each director, including in order to avoid potential conflict of interest, shall inform the Board of any changes in the positions assumed by them in the course of their term of office.

Mediobanca also adopts the procedure recommended under Article 136 of the Italian Consolidated Banking Act for approval of transactions involving individuals who perform duties of management and control in other companies controlled by such parties.

Members of the bodies responsible for governance, management and supervision are also required to comply with the following provisions:

- Article 53 of the Italian banking act and implementing regulations enacted by the Bank of Italy, in particular the supervisory provisions on links with related parties;

- Article 2391 of the Italian Civil Code (Directors' Interests);
- Article 2391-*bis* of the Italian Civil Code (Transactions with Related Parties). Transactions with "related parties" are described in part H of the financial statements for the twelve months ended 30 June 2018.

Mediobanca and its governing bodies have adopted internal measures and procedures to ensure compliance with the provisions referred to above.

## Main Shareholders

### *Information on ownership structure*

As at the date hereof, the Issuer's fully subscribed and paid up share capital amounted to €443.583.088,50 made up of 887,166,177 ordinary par value €0.50 shares.

Individuals or entities who based on the shareholders' register and publicly available information as at the date hereof, own directly or indirectly financial instruments representing share capital with voting rights in excess of 3% of the company's share capital, directly or indirectly, are listed below:

Shareholder	% of share capital
UniCredit group	8.40
Financière du Perguet (Bolloré group)	7.86
BlackRock group*	4.98
Banca Mediolanum group	3.28
INVESCO	3.01

\* BlackRockInc. (NY), via fifteen asset management subsidiaries, 0.514% of which by way of potential investment and 0.216% as contracts of differences.

No party controls Mediobanca according to the definition provided in Article 93 of the Italian banking act.

The information on the Issuer's main shareholders is updated from time to time on its website [www.mediobanca.com](http://www.mediobanca.com) (<https://www.mediobanca.com/en/corporate-governance/main-shareholders/main-shareholders.html>).

### **Description of any agreements known to the Issuer which may subsequently give rise to a change in the control of the Issuer.**

On 20 December 2018, in view of the termination with effect from 1 January 2019 of the previous shareholders' agreement, certain shareholders of Mediobanca holding No. 183,887,317 shares representing approximately 20.73% of the share capital of the Issuer entered into a prior consultation shareholders' agreement (the "Shareholders' Agreement") pursuant to Article 122, point 5, letter a) of the Financial Services Act. Such Shareholders' Agreement is effective from 1 January 2019.

No provision is made in the Shareholders' Agreement for commitments in terms of lock-up or votes in respect of the shares syndicated to it.

An excerpt from the Agreement may be found on the Issuer's website at [www.mediobanca.com](http://www.mediobanca.com) (<https://www.mediobanca.com/en/corporate-governance/main-shareholders/consultation-agreement-between-mediobanca-shareholders.html>).

## Auditors of the Financial Statements

### *External auditors and auditors responsible for auditing the financial statements*

At an annual general meeting held on 27 October 2012, the shareholders of Mediobanca appointed PricewaterhouseCoopers S.p.A. to audit the Bank's separate and consolidated full-year and interim financial statements up to and including the financial year ending 30 June 2021.

PricewaterhouseCoopers S.p.A. a company with its registered offices in via Monte Rosa 91, Milan, Italy, has audited the separate and consolidated financial statements of Mediobanca as at 30 June 2018 and 2017. PricewaterhouseCoopers S.p.A is registered under No. 119644 in the Register of Accounting Auditors (*Registro dei Revisori Legali*) maintained by MEF (*Ministero dell'Economia e delle Finanze*) in compliance with the provisions of Legislative Decree No. 39 of 27 January 2010 (the "**Decree 39/2010**").

### *External supervisory bodies other than the external auditors*

There are no external supervisory bodies other than the external auditors.

### *Information regarding resignations, dismissals or failures to renew the appointment of the external auditors or the auditors responsible for auditing the financial statements*

No resignations, dismissals or failures to renew the appointment of the external auditors have occurred during the period under review.

## Judicial proceedings and inspections in course

As at the date hereof, none of Mediobanca and its consolidated subsidiaries is or has been involved in any governmental, legal, arbitration or administrative proceedings in the 12 months preceding the date of this document relating to claims or amounts of money which may have, or have had in the recent past, a material impact on the Group's financial position or profitability, and as far as Mediobanca or, as the case may be, Mediobanca International is aware, no such litigation, arbitration or administrative proceedings is pending or threatened.

Mediobanca believes that the provisions for risks and charges, which at 30 June 2018 amounted to €185,482m, is sufficient to meet any charges due in connection with all the cases that have been brought against the Bank itself and the other Group companies (for which no other significant litigation is pending) and any other contingent liabilities, of which, as permitted by IAS 37 "Provisions, Contingent Liabilities and Contingent Assets", paragraph 92, no precise indication has been given. It should be noted that the provisions for risks and charges amounts to €173.1m to cover litigation and other contingent liabilities.

A description of the main litigation and inspections pending is provided below:

### **Litigation pending**

The most significant litigation pending against Mediobanca is as follows:

- **Fondazione Monte dei Paschi di Siena ("FMPS")**: claims against former directors of FMPS and Mediobanca, jointly with another thirteen banks. The liability with which the banks are charged is non-contractual, and regards the said banks' involvement in the contractual liability of the former FMPS directors for the alleged damages caused to FMPS itself in connection with the execution of the Term Facility Agreement on 4 June 2011 and the consequent breach of FMPS's Articles of Association (20% limit on debt/equity ratio) in a total amount of €286m. The next hearing is set for 4 June 2019 to discuss whether or not authorization is needed from the Italian ministry for the economy and finance for FMPS to initiate proceedings against its former directors and the other preliminary enquiries, including the preliminary exemption for arbitration at the London Court of International Arbitration (LCIA) in Paris.
- **Lucchini S.p.A. in extraordinary administration ("Lucchini")**: against twelve banks, including Mediobanca, for their alleged involvement in the financial disaster which affected the company on account of their having compiled and implemented a business and financial plan for Lucchini based on estimates alleged to have been unrealistic as well as a restructuring agreement pursuant to Article 182-*bis* of the Italian bankruptcy law which included unbalanced guarantees in favour of the banks, leading

to a delay in Lucchini entering the extraordinary administration procedure. The next hearing has been set for 9 April 2019;

With reference to the agreement between Compass and the Tinugraha consortium to acquire 19.9% of BFI as described in section 5.1.1 above, it should be noted that a case is currently pending with the court of Milan brought by APT against Mediobanca and Compass, challenging the legitimacy of the sale and purchase agreement in respect of the 19.9% stake in BFI and asking for it to be declared null and void, and asking for damages. The first hearing has been set for 5 February 2019.

### **Tax disputes**

With reference to the disputes outstanding with the Italian revenue authorities, as at 30 June 2018 the Mediobanca Group had twenty-one cases pending in respect of approx. €24.5m, as described in more detail in the consolidated financial statements for the twelve months ended 30 June 2018 published on [www.mediobanca.it](http://www.mediobanca.it) (section 12).

In particular, it should be noted that two new cases arose in the course of the year, in connection with the alleged failure of CheBanca! to pay registration tax on the deed of purchase for its acquisition of Barclays' Italian operations in 2016, involving higher tax worth a notified amount of €11.1m, as follows

### **Inspections**

The Issuer audited consolidated annual financial statements in respect of the year ending on 30 June 2018 contains a more detailed description of the tax remain outstanding.

There is no other significant litigation pending as at the date of this Base Prospectus.

The provision for risks and charges amply covers any charges that may be payable as a result of the claims made against Mediobanca and the Group's companies.

### **Significant changes in the Issuer's financial position**

There have been no significant changes to financial or commercial position of Mediobanca, or the other companies forming part of the Group since the most recent financial information available was disclosed in the unaudited consolidated interim financial statements for the six month ended 31 December 2018.

There have been no significant changes to the financial or trading position of Mediobanca International since the most recent financial information available, which was disclosed in the unaudited non-consolidated interim financial statements as at and for the year ended 31 December 2018.

### **Material Agreements**

Neither Mediobanca nor any of the companies controlled by Mediobanca has entered into or participates in agreements outside of their normal course of business which could result an obligation or entitlement for Group members that would impact significantly on the Issuer's ability to meet its obligations in respect of the holders of financial instruments issued or to be issued.

**FINANCIAL INFORMATION OF MEDIOBANCA – BANCA DI CREDITO FINANZIARIO S.P.A.**

The consolidated annual financial statements of Mediobanca as at and for the years ended 30 June 2018 and 2017 were prepared in accordance with IFRS as adopted by the European Union.

The unaudited consolidated interim financial statements of Mediobanca as at and for the six months ended 31 December 2018 and 2017 have been prepared in accordance with IFRS as adopted by the European Union.

All of the above consolidated financial statements, prepared in each case together with the notes thereto, are incorporated by reference in this Base Prospectus. See "*Documents Incorporated by Reference*".

The annual consolidated financial statements referred to above have been audited by PricewaterhouseCoopers S.p.A., whose reports thereon are attached to such annual financial statements.

## INFORMATION ON MEDIOBANCA INTERNATIONAL (LUXEMBOURG) S.A.

### GENERAL INFORMATION

- Name:** Mediobanca International (Luxembourg) S.A. ("**Mediobanca International**").
- Date of Incorporation:** Mediobanca International was incorporated in 13 September 1990 and its registered office was transferred to Luxembourg by a resolution of the Shareholders before a notary on December 21, 2005 and the articles of incorporation were published in the *Mémorial Recueil des Sociétés et Associations* number 567 on 17 March 2006. The articles of association were amended on 5 October 2007 and were published in the *Mémorial Recueil des Sociétés et Associations* number 2995 on 24 December 2007. The articles of association were further amended on 30 January 2017 and were published in the *Recueil électronique des Sociétés et Associations* number RESA\_2017\_042 of 16 February 2017.
- Legislation:** Mediobanca International operates under Luxembourg law.
- Registered Office and Telephone Number:** 4, Boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg, Tel. No.: (00352) 267303-1.
- Registration:** *Registre de Commerce et des Sociétés* Luxembourg number B 112885.
- Financial Year:** Mediobanca International's financial year ends on 30th June of each year.
- General Meetings:** General Meetings are held at least once a year.

### SHARE INFORMATION

- Authorised and Issued Capital:** EUR 10,000,000 divided into 1,000,000 ordinary shares of EUR 10.00 each.
- Reserves:** EUR 318,552,612 as at 30 June 2018.
- Controlling Shareholders:** Mediobanca - Banca di Credito Finanziario S.p.A.
- Change of control:** Mediobanca International is not aware of any agreements aimed at bringing about future changes regarding the ownership structure of Mediobanca International.

### MANAGEMENT

- Board of Directors:** The Articles of Association provide for a Board of Directors consisting of at least three members elected by the general meeting of shareholders for a term of office not to exceed six years.
- Directors:** The Board of Directors is responsible for setting authorisation levels, defining organisational structure, defining the system of internal control and reviewing it on a regular basis, and approving the bank's accounts and interim statements. The Board of Directors consists of the following seven Directors:

<i>Director</i>	<i>Place and date of birth</i>	<i>Posts held inside Mediobanca International</i>
Massimo Di Carlo	Rovereto on 25 June 1963	Director
Stefano Biondi	Rome on 6 April 1977	Managing Director
Peter Gerrard (Chairman)	New York on 21 October 1947	Chairman

Piero Pezzati	Milan on 23 March 1953	Director
Paola Schneider	Naples on 17 September 1961	Director
Stéphane Bosi	Monticelli d'Ongina on 27 April 1953	Director
Giovanni Mancuso	Turin on 5 December 1954	Director

The business address of each of the directors is 4, Boulevard Joseph II, L-1840 Luxembourg, Grand Duchy of Luxembourg with the exception of Massimo Di Carlo and Paola Schneider whose business address is Piazzetta E. Cuccia, 1, 20121 Milan, Italy.

There are no potential conflicts of interests between any of the Directors' duties to Mediobanca International and their private interests or other duties.

**Authorised managers:** Day-to-day management is entrusted to two authorised managers: Stefano Biondi (Managing Director and CEO) and Giovanni Mancuso.

**Approved independent auditors:** PricewaterhouseCoopers, *Société coopérative*, incorporated under the laws of Luxembourg, with its registered office at 2, rue Gerhard Mercator, B.P. 1443, L-1014 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B.65477 ("**PwC Luxembourg**"), was designated, during a meeting of the Board of Directors held on 11 September 2012, the Mediobanca International's independent auditors (*réviseur d'entreprises agréé*). Their mandate was renewed by the Board of Directors on 14 December 2016 for a period ending at the shareholders' annual general meeting which will be held in 2021.

PwC Luxembourg, has audited the non-consolidated financial statements of Mediobanca International as at and for the years ended 30 June 2018 and 30 June 2017 and will audit the non-consolidated financial statements of Mediobanca International as at and for the year ending 30 June 2019.

PwC Luxembourg is registered as a *cabinet de révision* with the public register of company auditors drawn up by the Luxembourg Ministry of Justice and is a member of the Institute of Independent Auditors (*l'Institut des Réviseurs d'Entreprises*) and is approved by the Commission de Surveillance du Secteur Financier ("**CSSF**") in the context of the law dated 23 July 2016 on the audit profession, as amended.

**Corporate governance:** Mediobanca International is not subject to any compulsory corporate governance code of conduct or respective statutory legal provisions. The Luxembourg law dated 10 August 1915 on commercial companies, as amended, does not make the application of a corporate governance code mandatory to Mediobanca International. The Ten Principles of Corporate Governance of the Luxembourg Stock Exchange do not apply because the shares of Mediobanca International are not listed on a regulated market operated by the Luxembourg Stock Exchange.

## OBJECT AND GENERAL BUSINESS POLICY

**Business Operations:** Article 3 of Mediobanca International's Article of Association provides, among other things, that the sole object of Mediobanca International is to carry out, either within or outside the Grand Duchy of Luxembourg, any banking or financial operations authorised by the law relating to the financial sector.

Mediobanca International's principal activity consists of raising funds on international markets, by issues of bonds chiefly under a short and medium term

notes programme guaranteed by Mediobanca. Mediobanca International is also engaged in corporate lending operations.

**Risk Management:** All interest rate, currency, credit and other risks are managed within the Mediobanca Group.

**Tax Treatment:** See "Taxation - (B) Tax Regime for Mediobanca International issues – Luxembourg".

### Main financial information of Mediobanca International

Selected annual financial information. The summary audited balance sheet, profit and loss account and cash flow statement of Mediobanca International as at and for the year ended 30 June 2018 are shown below, along with comparative data as at and for the year ended 30 June 2017.

MAIN STATEMENT OF FINANCIAL POSITION ITEMS	30/6/18	30/6/17	CHANGES 2018/2017
	€m	€m	%
<b>Assets</b>			
Loans and advances to credit institutions	2,774.9	1,290.1	115.1%
Loans and advances to customers	4,090.4	3,299.9	24.0%
Financial assets*	34.1	582.7	-94.1%
<b>Total Assets</b>	<b>7,014.3</b>	<b>5,191.7</b>	<b>35.1%</b>
<b>Liabilities</b>			
Debt securities in issue	3,652.7	1,317.4	177.3%
Amounts due to credit institutions	2,180.3	2,248.9	-3.1%
Amounts due to customers	792.7	962.5	-17.6%
Trading liabilities	19.1	319.2	-94.0%
Net equity**	328.6	307.8	6.8%
of which: share capital	10.0	10.0	0.0%
Profit for the year	12.4	20.8	-40.4%
<b>Total Liabilities</b>	<b>7,014.3</b>	<b>5,191.7</b>	<b>35.1%</b>

\* Includes Financial Assets held for trading, Financial Assets held to maturity and Hedging derivatives.

\*\* Includes reserves and share capital.

MAIN STATEMENT OF COMPREHENSIVE INCOME ITEMS	30/6/18	30/6/17	CHANGES 2018/2017
	€m	€m	%
Net interest income	23.3	38.6	-39.6%
Net fee and commission income	5.2	1.0	420.0%
Total income	25.8	36.2	-28.7%
Net income from banking activities	25.7	37.0	-30.5%
Administrative expenses	-9.1	-8.5	7.1%
<b>Profit of the ordinary activity before tax</b>	<b>16.8</b>	<b>28.5</b>	<b>-41.1%</b>
<b>Profit for the year</b>	<b>12.4</b>	<b>20.8</b>	<b>-40.4%</b>

<b>CASH FLOW STATEMENT</b>	<b>Year ended 30 June</b>	
	<b>2018</b>	<b>2017</b>
	<i>(€ thousands)</i>	
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>		
Operating activities	159,546	81,740
Cash generated/(absorbed) by financial assets	-2,675,616	580,864
Cash (generated)/absorbed by financial liabilities	2,477,840	-663,951
Net cash flow (outflow) from operating activities	-38,230	-1,347
<b>CASH FLOW FROM INVESTMENT ACTIVITIES</b>		
Net cash flow (outflow) from investment activities	50,000	-
<b>NET CASH FLOW (OUTFLOW) DURING YEAR</b>	<b>11,770</b>	<b>-1,347</b>

## PLAN OF DISTRIBUTION

References in this Base Prospectus to "**Mandated Dealer(s)**" are to the entity listed in the paragraph headed "**Dealer**" in the section headed "Description of the Issuance Programme" above and to such additional entities which are appointed from time to time as dealers in respect of the whole Programme (and whose appointment has not been terminated). References to "**Dealers**" are to all entities appointed from time to time as a dealer solely in respect of one or more Tranches, which may include but is not limited to, any Mandated Dealer(s).

The Issuers may from time to time appoint one or more Dealer(s) in respect of the Programme or in relation to a single Tranche only during the term of the Securities. Any such new Dealer(s) shall accede to the Dealer Agreement by execution of a dealer accession letter substantially in the form set out in Schedule 4 (*Form of Dealer Accession Letter*) to the Programme Manual (the "**Dealer Accession Letter**") and will become a party to a dealer agreement dated 11 July 2019 between the Issuers, Guarantor and Mandated Dealer, as further amended or supplemented from time to time (the "**Dealer Agreement**") with all the authority, rights, powers, duties and obligations of a Dealer as if originally named as a Dealer thereunder.

Subject to the terms and conditions of the Dealer Agreement, the Securities will be offered on a continuous basis by each Issuer to the Mandated Dealers. However, in respect of single Tranches, the relevant Issuer has reserved the right to sell Securities directly on its own behalf to Dealers which are not Mandated Dealers.

The relevant Issuer may also offer and sell Securities directly to investors without the involvement of any Dealer.

The Securities may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Securities may also be sold by the relevant Issuer through the Dealers, acting as agents of such Issuer. The Dealer Agreement also provides for Securities to be issued in syndicated Tranches which are jointly and severally underwritten by two or more Dealers.

Pursuant to the terms and conditions of the Dealer Agreement, the relevant Issuer, failing which, where applicable, the Guarantor, has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Securities. The Dealer Agreement may be terminated in relation to all the Dealers or any of them by Mediobanca and Mediobanca International, acting together or, in relation to itself and Mediobanca and Mediobanca International only, by any Dealer, at any time on giving not less than ten Business Days' notice.

### General

The selling restrictions described below may be modified by the agreement of the relevant Issuer, the Guarantor (where applicable) and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

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

The Dealer and each further Dealer appointed under the Programme has agreed that it will comply with all relevant laws, regulations and directives in force in each jurisdiction in which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the relevant Issuer, the Guarantor (where applicable), nor any other Dealer shall have responsibility therefor.

### *Prohibition of sales to EEA Retail Investors*

Unless the Final Terms in respect of any Securities specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
  - (ii) a customer within the meaning of Directive (UE) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the "**Prospectus Directive**"); and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

If the Final Terms in respect of any Securities specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- (a) if the final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the relevant Issuer has consented in writing to its use for the purpose of the Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Securities referred to in paragraphs (a) to (c) above shall require any of the Issuers or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Securities to the public**" in relation to any Securities in any "**Relevant Member State**" means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State.

## **Ireland**

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not underwrite, offer, place or do anything with respect to the Securities:

- (a) otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 of Ireland (the "**MiFID II Regulations**"), if operating in or otherwise involving Ireland, and of Regulation (EU) No 600/2014 of the European Parliament and of the Council

of 15 May 2014 and Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (recast) (together, "**MiFID II**") and the provisions of the Investor Compensation Act 1998;

- (b) if acting under an authorisation granted to it for the purposes of MiFID II, otherwise than in conformity with the terms of that authorisation, any applicable requirements of the MiFID II Regulations and any applicable rules, codes of conduct or practice, conditions or requirements, or any other enactment, imposed, or deemed to have been imposed, or approved by the Central Bank of Ireland pursuant to the MiFID II Regulations or the Central Bank Acts 1942 to 2018 of Ireland;
- (c) otherwise than in conformity with the provisions of the Central Bank Acts 1942 to 2018 of Ireland and any codes of conduct or practice made under Section 117(1) of the Central Bank Act 1989 of Ireland and any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland;
- (d) otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland;
- (e) otherwise than in conformity with the provisions of the Companies Act 2014 of Ireland (the "**2014 Act**") and any rules made or guidelines issued under Section 1363 of the 2014 Act by the Central Bank of Ireland; and
- (f) otherwise than in conformity with the provisions of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU), the European Union (Market Abuse) Regulations 2016 of Ireland and any Irish market abuse law as defined in those Regulations or in the 2014 Act and any rules made or guidance issued by the Central Bank of Ireland in connection therewith (including any rules made or guidelines issued under Section 1370 of the 2014 Act by the Central Bank of Ireland).

References in this section to any legislation (including, without limitation, European Union legislation) shall be deemed to refer to such legislation as the same has been or may from time to time be amended, supplemented, consolidated or replaced and shall include reference to all implementing measures, delegated acts and guidance in respect thereof.

### **United States of America**

The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Securities in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, subject to certain exemptions. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer sell or deliver the Securities (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of the Securities comprising the relevant Tranche as determined, and certified to the relevant Issuer or the Fiscal Agent by such Dealer (or, in the case of a sale of a Tranche of Securities to or through more than one Dealer, by each of such Dealers as to the Securities of such Tranche purchased by or through it in which case the Fiscal Agent or the relevant Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons. The Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will have sent to each dealer to which it sells Securities during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the

Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act (if available).

### **United Kingdom**

In relation to each Tranche of Securities, the Dealer subscribing for or purchasing such Securities represents to and agrees with the relevant Issuer, the Guarantor (where applicable) and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) *No deposit-taking*: in relation to any Securities having a maturity of less than one year from the date of issue:
  - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
  - (ii) it has not offered or sold and will not offer or sell any Securities other than to persons:
    - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
    - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,where the issue of the Securities would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (as amended, the "FSMA") by the relevant Issuer;
- (b) *Financial promotion*: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor (where applicable); and
- (c) *General compliance*: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

### **Republic of Italy**

The offering of the Securities has not been registered and will not be registered with the Italian Financial Regulator (*Commissione Nazionale per le Società e la Borsa* or "CONSOB") pursuant to Italian securities legislation and, accordingly, the Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Dealer will be required to represent and agree, that no Securities may be offered, sold, promoted, advertised or delivered, directly or indirectly, to the public in the Republic of Italy, nor may copies of this Base Prospectus, any Final Terms or any other document relating to the Securities be distributed, made available or advertised in the Republic of Italy, except:

- (1) if it is specified within the relevant Final Terms that a non-exempt offer may be made in the Republic of Italy, that each Dealer may offer, sell or deliver Securities or distribute copies of any prospectus relating to such Securities, provided that such prospectus has been (i) approved in another Relevant Member State and notified to CONSOB, and (ii) completed by final terms (if applicable) expressly contemplating such non-exempt offer, in an offer of financial products to the public in the period commencing on the date of approval of such prospectus, in accordance with the Prospectus Directive, as implemented in the Republic of Italy under the Italian Legislative Decree No. 58 of 24th February, 1998 as amended from time to time (the "**Italian Financial Services Act**") and CONSOB Regulation No. 11971 as amended from time to time ("**CONSOB Regulation No. 11971**"), until 12 months after the date of approval of such prospectus; or
- (2) to "**Qualified Investors**" (*Investitori Qualificati*) as defined pursuant to article 100, paragraph 1(a) of Italian Financial Services Act, and in Article 34-ter, paragraph 1(b) of CONSOB Regulation No. 11971; or

- (3) in any other circumstances where an express applicable exemption from compliance with the restrictions on the offer of financial products to the public applies, as provided under the Italian Financial Services Act and/or CONSOB Regulation No. 11971 and any other applicable laws and regulations.

Any such offer, sale or delivery of the Securities or distribution of copies of this Base Prospectus, any Final Terms or any other document relating to the Securities in the Republic of Italy under (1), (2) or (3) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, and CONSOB Regulation No. 20307 of 15 February 2018 (each as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**") and any other applicable laws and regulations;
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy which came into force on 1 October 2016, as amended from time to time, pursuant to which the Bank of Italy requests periodic information on the issue or the offer of securities in the Republic of Italy to be provided by uploading such information on the Infostat platform of the Bank of Italy; and
- (c) in compliance with any other applicable laws and regulations or requirement or limitation which may be imposed from time to time by CONSOB or the Bank of Italy or any other Italian competent authority.

***Provisions relating to the secondary market in Republic of Italy***

Investors should also note that, in accordance with article 100-*bis* of the Italian Financial Services Act: in any subsequent distribution of the Securities in the Republic of Italy, Article 100-*bis* of Italian Financial Services Act may require compliance with the law relating to public offers of securities. Furthermore, if any of the Securities which have been initially placed with Qualified Investors in Italy or abroad are then systematically ("*sistematicamente*") resold to non-Qualified Investors at any time in the 12 months following such placing, such resale would qualify as an offer of securities to the public if no exemption under (3) above applies. Where this occurs, if a prospectus compliant with the Prospectus Directive has not been published, investors who purchase such Securities (who are acting outside of the course of their business or profession) may be entitled to obtain that the resale is declared null and void and the authorised entities ("*soggetti abilitati*" as defined in the Italian Financial Services Act) transferring the Securities may be held liable for any damages suffered by the investors.

**Japan**

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) and, accordingly, the Dealer has undertaken and each further Dealer appointed under the Programme will be required to undertake that it will not offer or sell any Securities directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "**Japanese Person**" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## GENERAL CONSENT — THE AUTHORISED OFFEROR TERMS

These terms (the "**Authorised Offeror Terms**") will be relevant in the case of any Tranche of Securities, if (and only if) Part B of the applicable Final Terms specifies "**General Consent**" as "**Applicable**". They are the Authorised Offeror Terms which will be referred to in the "**Acceptance Statement**" to be published on the website of any financial intermediary which (a) is authorised to make such offers under MiFID II and (b) accepts such offer by publishing an Acceptance Statement on its website.

### 1. General

The relevant financial intermediary:

- (i) *Applicable Rules*: acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**") including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Securities by any person and disclosure to any potential Investor;
- (ii) *Subscription and sale*: complies with the restrictions set out under "*Plan of Distribution*" in this Base Prospectus which would apply as if it were a relevant Dealer and with any further relevant requirements as may be specified in the applicable Final Terms and consider the relevant manufacturer's target market assessment and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms;
- (iii) *Fees, commissions and benefits*: ensures that any fee, commission, benefits of any kind, rebate received or paid by that financial intermediary in relation to the offer or sale of the Securities does not violate the Rules and is fully and clearly disclosed to Investors or potential Investors;
- (iv) *Licences, consents, approvals and permissions*: holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Securities under the Rules;
- (v) *Violation of Rules*: it will immediately inform the Issuer, the Guarantor and any relevant Dealer if at any relevant time it becomes aware or suspects that it is or may be in violation of any Rules;
- (vi) *Anti-money laundering, bribery and corruption*: complies with, and takes appropriate steps in relation to, applicable anti-money laundering, anti-bribery, prevention of corruption and "know your client" Rules, and does not permit any application for Securities in circumstances where the financial intermediary has any suspicions as to the source of the purchase monies;
- (vii) *Record-keeping*: retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the Issuer, the Guarantor and the relevant Dealer or directly to the appropriate authorities with jurisdiction over the Issuer, the Guarantor and/or the relevant Dealer in order to enable the Issuer, the Guarantor and/or the relevant Dealer to comply with anti-money laundering, anti-bribery and "know your client" Rules applying to the Issuer, the Guarantor and/or the relevant Dealer;
- (viii) *Breach of Rules*: does not, directly or indirectly, cause the Issuer, the Guarantor or the relevant Dealer to breach any Rule or subject the Issuer, the Guarantor or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (ix) *Publicity names*: does not use the legal or publicity names of the Issuer, the Guarantor or the relevant Dealer(s) or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest or in any statements (oral or written), marketing material or documentation in relation to the Securities;
- (x) *Information*: does not give any information other than that contained in this Base Prospectus (as may be amended or supplemented by the Issuer from time to time) or make any representation in connection with the offering or sale of, or the solicitation of interest in, the Securities;

- (xi) *Communications*: agrees that any communication in which it attaches or otherwise includes any announcement published by the Issuer (via any relevant applicable methods) at the end of the Offer Period will be consistent with the Base Prospectus, and (in any case) must be fair, clear and not misleading and in compliance with the Rules and must state that such Authorised Offeror has provided it independently from the Issuer and must expressly confirm that the Issuer has not accepted any responsibility for the content of any such communication;
- (xii) *Legal or publicity names*: does not use the legal or publicity names of the relevant Dealer, the Issuer or any other name, brand or logo registered by any entity within their respective groups or any material over which any such entity retains a proprietary interest or in any statements (oral or written), marketing material or documentation in relation to the Securities;
- (xiii) *Any other conditions*: agrees to any other conditions set out in Paragraph 12 of Part B of the relevant Final Terms.

## 2. **Indemnity**

The relevant financial intermediary agrees that if either of the Issuer or the Guarantor incurs any liability, damages, cost, loss or expense (including, without limitation, legal fees, costs and expenses and any value added tax thereon) (a "**Loss**") arising out of, in connection with or based on any inaccuracy of any of the foregoing representations and warranties or any breach of any of the foregoing undertakings then the relevant financial intermediary shall pay to the Issuer or the Guarantor (as the case may be) on demand an amount equal to such Loss.

## 3. **Governing Law and Jurisdiction**

The relevant financial intermediary agrees that:

- (a) the contract between the Issuer, the Guarantor and the financial intermediary formed upon acceptance by the financial intermediary of the offer of the Issuer and the Guarantor to use this Base Prospectus with their consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
- (b) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) and accordingly the relevant financial intermediary submits to the exclusive jurisdiction of the English courts;
- (c) each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit but, subject to this, a person who is not a party to the Authorised Offeror Contract has no right to enforce any term of the Authorised Offeror Contract; and
- (d) the parties to the Authorised Offeror Contract do not require the consent of any person not a party to the Authorised Offeror Contract to rescind or vary the Authorised Offeror Contract at any time.

## FORM OF FINAL TERMS

*The Final Terms in respect of each Tranche of Securities will be in the following form completed to reflect the particular terms of the relevant Securities and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.*

### **[PRIIPs Regulation / Prospectus Directive / PROHIBITION OF SALES TO EEA RETAIL INVESTORS**

- The Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (UE) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded by the "**Prospectus Directive**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

**[MiFID II product governance / Professional investors and ECPs only target market** – [Solely for the purposes of [the/each] manufacturer's product approval process], the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. [*Consider to include information on the product approval process*]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels.] [*Consider to amend the legend above if necessary*]<sup>2</sup>

**[MiFID II product governance / Retail investors, professional investors and ECPs target market** – [Solely for the purposes of [the/each] manufacturer's product approval process,] the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); **EITHER** [and (ii) all channels for distribution of the Securities are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] **OR** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Securities to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][ non-advised sales ][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market and amend the list if necessary*]. [*Consider to include information on the product approval process*]. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable] [*Consider to amend the legend above if necessary*].]<sup>3</sup>

<sup>2</sup> Include legend in case MiFID II target market assessment in respect of the Securities is "Professional Investors and Eligible Counterparties only".

<sup>3</sup> Include legend in case MiFID II target market assessment in respect of the Securities is "Retail Investor Target Market".

## Final Terms

[MEDIOBANCA - Banca di Credito Finanziario S.p.A.]

Legal entity identifier (LEI): PSNL19R2RXX5U3QWHI44/

MEDIOBANCA INTERNATIONAL (Luxembourg) S.A.

Legal entity identifier (LEI): 549300DV870NBWY5W279]

[insert title of Securities]

[guaranteed in the case of Securities issued by  
MEDIOBANCA INTERNATIONAL (Luxembourg) S.A. by

MEDIOBANCA - Banca di Credito Finanziario S.p.A.]

under the

Issuance Programme

SERIES NO: [●]

TRANCHE NO: [●]

Issue Price: [●] per [Security]

[Dealer(s)]

The date of these Final Terms is [●]

Any person making or intending to make an offer of the Securities may only do so[:

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 11 of Part B below, provided such person is a Dealer or an Authorised Offeror (as such term is defined in the Base Prospectus) and that the offer is made during the Offer Period specified in that paragraph and that any conditions relevant to the use of the Base Prospectus are complied with; or
- (ii) otherwise]<sup>4</sup> in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

[Neither][None of] the Issuer [nor], [the Guarantor or] any Dealer has authorised, nor do they authorise, the making of any offer of Securities in any other circumstances.

[Investors should note that if a supplement to or an updated version of the Base Prospectus referred to below is published at any time during the Offer Period (as defined below), such supplement or updated base prospectus, as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior to the date of publication of such supplement or updated version of the Base Prospectus, as the case may be, (the "Publication Date") have the right within two working days of the Publication Date to withdraw their acceptances.]<sup>5</sup>

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<sup>4</sup> Include this wording where a non-exempt offer of Securities is anticipated.

<sup>5</sup> Include in respect of issues of Securities where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.

## PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 11 July 2019 [, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below) and any other Supplement to the Base Prospectus which may have been published and approved before the issue of any additional amount of Securities (the "**Supplements**") (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provides for any change to the Conditions of the Securities such changes shall have no effect with respect to the Conditions of the Securities to which these Final Terms relate)] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Base Prospectus**"). [The Base Prospectus has been passported into [●] in compliance with Article 18 of the Prospectus Directive.] This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on [Mediobanca - Banca di Credito Finanziario S.p.A.]/[Mediobanca International (Luxembourg) S.A.] (the "**Issuer**") [, Mediobanca - Banca di Credito Finanziario S.p.A. (the "**Guarantor**")], [and the offer][and/or] [listing] of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [A summary of the Securities (which comprises the Summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] [**The Base Prospectus [and any Supplement(s) to the Base Prospectus] [and these Final Terms] [is/are] available for viewing at [address] [and] [website] and copies may be obtained free of charge from [address].]**]

*[The following alternative language applies in respect of issues of Securities where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 11 July 2019 [, [the][each] Supplement[s] to the Base Prospectus published and approved on or before the date of these Final Terms (copies of which are available as described below)] [notwithstanding the publication and approval of any [other] Supplement to the 2019 Base Prospectus (each a "**2019 Future Supplement**") which may have been published and approved ([together,] the "**2019 Base Prospectus**")]] after the date of these Final Terms and before the issue of the Securities to which these Final Terms relate) [and/or] [an updated Base Prospectus (any Supplement(s) thereto, each a "**2020 Future Supplement**")], which will replace the 2019 Base Prospectus (the "**2020 Base Prospectus**")]] (the date of any such publication and approval, each a "**Publication Date**"). This document constitutes the Final Terms of the Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and [(i) prior to any Publication Date, must be read in conjunction with the 2019 Base Prospectus, or (ii)] on and after any Publication Date must be read in conjunction with [the 2019 Base Prospectus, as supplemented by any 2019 Future Supplement as at such date] [or, as applicable,] [the 2020 Base Prospectus, as supplemented by any 2020 Future Supplement as at such date,] save in respect of the Conditions which are extracted from the 2019 Base Prospectus. The 2019 Base Prospectus, as supplemented, constitutes [, and the 2020 Base Prospectus will constitute,] a base prospectus for the purposes of the Prospectus Directive. Full information on [Mediobanca - Banca di Credito Finanziario S.p.A.]/[Mediobanca International (Luxembourg) S.A.] (the "**Issuer**") [, Mediobanca - Banca di Credito Finanziario S.p.A. (the "**Guarantor**")], [and the offer][and/or] [listing] of the Securities is only available on the basis of the combination of these Final Terms and [(i) prior to any Publication Date, the 2019 Base Prospectus, or (ii)] [on or after any Publication Date, [the 2019 Base Prospectus, as supplemented by any 2019 Future Supplement as at such date] [or, as applicable,] [the 2020 Base Prospectus, as supplemented by any 2020 Future Supplement as at such date], save in respect of the Conditions which are extracted from the 2019 Base Prospectus. [The Issuer has in the 2019 Base Prospectus given consent to the use of the 2019 Base Prospectus in connection with the offer of the Securities. Such consent will be valid until the date that is twelve months following the date of the 2019 Base Prospectus. The Issuer will in the 2020 Base Prospectus give consent to the use of the 2019 Base Prospectus in connection with the offer of the Securities.] [**The 2019 Base Prospectus [, as supplemented,] [and these Final Terms] [is/are] available, and the 2020 Base Prospectus will be available] for viewing at [address] [and] [website] and copies may be obtained free of charge from [address].]**]

[Pursuant to Regulation EU 2016/1011 the Issuer produces and maintains plans setting out the actions to take in the event that the [*include the name of the relevant Benchmark*] materially changes or ceases to be provided. Details of the plans may be provided upon written request.]

*[Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote*

*directions for completing the Final Terms. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.]*

References herein to numbered Conditions are to the terms and conditions of the relevant series of Securities and words and expressions defined in such terms and conditions shall bear the same meaning in these Final Terms in so far as they relate to such series of Securities, save as where otherwise expressly provided.

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

*[If the Securities have a maturity of less than one year from the date of their issue, the minimum issue price may need to be £100,000 or its equivalent in any other currency.]*

[These Final Terms relate to the series of Securities as set out in "Specific Provisions for each Series" below. References herein to "**Securities**" shall be deemed to be references to the relevant Securities that are the subject of these Final Terms and references to "**Security**" shall be construed accordingly.

**SPECIFIC PROVISIONS FOR EACH SERIES**

SERIES NUMBER	NO. OF SECURITIES ISSUED	NO. OF SECURITIES	[NO. OF WARRANTS PER UNIT]	ISIN	COMMON CODE	[CFI]	FISN	ISSUE PRICE PER [SECURITY]/[UNIT]	[CALL/PUT]	EXERCISE [PERIOD][DATE]	[PARITY]	<i>[Insert other identifier code or variable]</i>
[•]	[•]	[Up to] [•]	[•]	[•]	[•]	[•]	[•]	[[insert currency] [•]]	[call/put]	[•]/[Open End]	[•]	[•]

*(Repeat for each Series as necessary)*

*(Where the Final Terms cover more than one series of Securities, the table above should be completed for all variables which will differ across the different series of Securities. The relevant line item for any such variable in the General Provisions below should include the following language: "See the Specific Provisions for each Series above".)*

## GENERAL PROVISIONS

The following terms apply to each series of Securities:

1. Issuer: [Mediobanca - Banca di Credito Finanziario S.p.A.]/[Mediobanca International (Luxembourg) S.A.]
2. Guarantor: [Mediobanca - Banca di Credito Finanziario S.p.A.]  
[Not applicable]
3. Series Number [specify]
4. Tranche Number: [specify]
5. Units: [Not applicable] [●] (N.B. This is in addition to any requirements relating to "Minimum Exercise Number" or "Maximum Exercise Number" set out below).
6. No. of Securities per Unit: [specify] [Not applicable]
7. Issue Currency: [specify]
8. Exercise Price: [specify].
9. Issue Price per [Security]/[Unit]: [specify]
10. Trade Date: [specify]
11. Issue Date: [specify]
12. [Date [Board] of approval for issuance of Securities [and Guarantee] obtained: [Not applicable] [●][and [●], respectively]]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Securities or related guarantee of the Securities)*
13. Consolidation: [Not applicable] [The Securities are to be consolidated and form a single series with the [insert title of relevant series of Securities] issued on [insert issue date] with effect from [insert date on which the Securities become fungible].] (N.B. Only applicable in relation to Securities which are fungible with an existing series of Securities)
14. Type of Securities:
  - (a) Warrants. The Securities [are European Style Warrants] [American Style Warrants].
  - (b) The Securities are [Index Securities/Share Securities/ETI Securities/Debt Securities/Inflation Index Securities/Currency Securities/Fund Securities/Futures Securities/Underlying Interest Rate Securities/Hybrid Securities/].
  - [(c) Open End: Applicable]

[The provisions of Annex 2 (*Additional Terms and Conditions for Index Securities*) shall apply.] [The provisions of Annex 3 (*Additional Terms and Conditions for Share Securities*) shall apply.] [The provisions of Annex 4 (*Additional Terms and Conditions for ETI Securities*) shall apply.] [The provisions of Annex 5 (*Additional Terms and Conditions for Debt Securities*) shall apply.] [The provisions of Annex 7 (*Additional Terms and Conditions for Inflation Index Securities*) shall apply.] [The provisions of Annex 8 (*Additional Terms and Conditions for Currency Securities*) shall apply.] [The provisions of Annex 9 (*Additional Terms and Conditions for Fund Securities*) shall apply.] [The provisions of Annex 10 (*Additional Terms and Conditions for Futures Securities*) shall apply.] [The provisions of Annex 11 (*Additional Terms and Conditions for Underlying Interest Rate Securities*) shall apply.] [The provisions of Annex [2/3/4/8/10<sup>6</sup>] (*Additional Terms and Conditions for [Index/Share/ETI/Currency/Futures] Securities*) and Annex 13 (*Additional Terms and Conditions for OET Warrants*) shall apply.]

[Unwind Costs: [Applicable]/[Not applicable]]

[Essential Trigger: Applicable]

15. Exercise Date: [The Exercise Date is *[specify]*] or, if [any] such day is not a Business Day, the immediately [preceding/succeeding] Business Day]. [Not applicable]
16. Exercise Period: [Not applicable] [●] (*Only applicable for American Style Warrants*).
17. (i) Non-Automatic Exercise: [Not applicable]
- [Non-Automatic Exercise applies to the Warrants.]
- (ii) Renouncement Notice Cut-off Time: [Not applicable] [●] (*Only applicable for Italian Listed Securities*).
18. Minimum Exercise Number: [Not applicable] [The minimum number of Warrants that may be exercised on any day by any Securityholder is [●] [and Warrants may only be exercised in integral multiples of [●] Warrants in excess thereof].
19. Maximum Exercise Number: [Not applicable] [The maximum number of Warrants that must be exercised on any day by any Securityholder or group of Securityholders (whether or not acting in concert) is [●]. (*N.B. not applicable for European Style Warrants*)].

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<sup>6</sup> For OET Warrants include relevant Annex and complete relevant section for Index/Share//Currency/Futures Securities and include Annex 13 (*Additional Terms and Conditions for OET Warrants*) and complete paragraph 41 as appropriate.

20. Exercise Notice additional certifications: [Not applicable] [include additional certification in respect of selling restrictions under the securities, commodities and other laws of the United States]
21. Form of Securities: [Temporary Global Security exchangeable for a Permanent Global Security which is exchangeable for Definitive Securities only in the limited circumstances specified in the Permanent Global Security]
- [Temporary Global Security exchangeable for Definitive Securities on or after the Exchange Date]
- [Permanent Global Security exchangeable for Definitive Securities only in the limited circumstances specified in the Permanent Global Security][TEFRA C Rules shall apply.][TEFRA D Rules shall apply.]
- [The Securities will be issued and held in dematerialised form by [Monte Titoli S.p.A. ("**Italian Dematerialised Securities**")]/ include the name of any other custodian appointed by the relevant Issuer], as Centralised Custodian.]
22. Business Day Centre(s): The applicable Business Day Centre[s] for the purposes of the definition of "Business Day" in Security Condition 3 [is/are] [●].
23. Settlement: Settlement will be by way of [cash payment (Cash Settled Securities)] [and/or] [physical delivery (Physical Delivery Securities)]. (N.B. Italian Dematerialised Securities may only be Cash Settled Securities)
- [Issuer's Option to Substitute: Not applicable]
24. Settlement Date: [Not applicable] [specify] [The settlement date for the Securities is [●] [the [●]th Business Day following the Valuation Date] [as adjusted in accordance with the [Modified Following] [Following] [Preceding] [Modified Preceding] Business Day Convention].]
25. Rounding Convention for Cash Settlement Amount: [Rounding Convention 2]/[Not applicable]
26. Variation of Settlement:
- (a) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Securities. (N.B. the Issuer's option to vary settlement is not applicable to Italian Dematerialised Securities)
- (N.B. If the Issuer does not have the option to vary settlement in respect of the Securities, delete the sub-paragraphs of this paragraph 26)
- (b) [Variation of Settlement of Physical Delivery Securities] Notwithstanding the fact that the Securities are Physical Delivery Securities, the Issuer may make payment of the Cash Settlement Amount on the Settlement Date and the provisions of Security Condition 4.3 will apply to the Securities/The Issuer will procure delivery of the Entitlement in respect of the Securities and the

provisions of Security Condition 4.3 will not apply to the Securities.]

27. Redenomination: [Applicable][Not applicable]

28. FX Settlement Disruption Event Determination: [Applicable][Not applicable]

[FX Settlement Disruption Expenses: Not applicable]

29. Cash Settlement: [Applicable] [Not applicable]

*(N.B. Only applicable in relation to Cash Settled Securities.)*

(i) Guaranteed Cash Settlement Amount: [Not applicable] [●] [As specified in Security Condition 2.2]

(ii) Maximum Amount [Not applicable] [●]

(iii) Minimum Amount [Not applicable] [●]

30. Final Payout

*(in case the relevant Final Payout contain an "Additional Final Payout" and/or an "Additional Final Payout 1" and/or an "Additional Final Payout 2", repeat all the relevant items in the Final Terms necessary to calculate such additional final payouts)*

*(in case the Payout Switch is specified as applicable, repeat all the relevant items in the Final Terms necessary to calculate such Switched Payout)*

### [SFP Payouts

#### [Yield Enhancement Securities:

[Single Final Payout - Parity and Exchange Securities

*[Insert related provisions from Formulas Condition 1.1(c).]*

[Single Final Payout - Capped Speed Securities

*[Insert related provisions from Formulas Condition 1.1(i).]*

[Single Final Payout - Capped Bonus Parity Exchange Securities

*[Insert related provisions from Formulas Condition 1.1(j).]*

[Single Final Payout - Continuous Capped Bonus Parity Exchange Securities

*[Insert related provisions from Formulas Condition 1.1(m).]*

[Single Final Payout - Standard Express Securities

*[Insert related provisions from Formulas Condition 1.1(o).]*

[Single Final Payout – Continuous Reverse Level Parity Exchange Securities

*[Insert related provisions from Formulas Condition 1.1(p).]*

**[Participation Securities:**

[Single Final Payout - Forex DivReinvested Fees Securities

*[Insert related provisions from Formulas Condition 1.1(s).]*

[Single Final Payout - Continuous Bonus Floored Exchange Parity Securities

*[Insert related provisions from Formulas Condition 1.1(t).]*

[Single Final Payout - Continuous Capped Reverse Level Parity Exchange Securities

*[Insert related provisions from Formulas Condition 1.1(v).]*

[Single Final Payout - Continuous Bonus Barrier Securities

*[Insert related provisions from Formulas Condition 1.1(y).]*

[Single Final Payout - Capped Continuous Bonus Barrier Securities

*[Insert related provisions from Formulas Condition 1.1(z).]]]*

**[Leverage Securities:**

[Single Final Payout - Lower Collared Knock-Out Securities

*[Insert related provisions from Formulas Condition 1.1(aa).]*

[Single Final Payout - Upper Collared Knock-Out Securities

*[Insert related provisions from Formulas Condition 1.1(bb).]*

[Single Final Payout - Continuous Lower Knock-Out Securities

*[Insert related provisions from Formulas Condition 1.1(cc).]*

[Single Final Payout - Continuous Upper Knock-Out Securities

*[Insert related provisions from Formulas Condition 1.1(dd).]*

[Single Final Payout – Standard Call and Put Securities

*[Insert related provisions from Formulas Condition 1.1(ee).]*

[Single Final Payout - Knock-In Call and Put Securities

*[Insert related provisions from Formulas Condition 1.1(ff).]*

**[Constant Leverage Securities:**

[Single Final Payout - Leverage Factor Securities

*[Insert related provisions from Formulas Condition 1.1(hh).]]]*

**[MFP Payouts**

**[Multiple Final Payout – Constant Percentage Securities:**

[Multiple Final Payout – Constant Percentage Securities

*[Insert related provisions from Formulas Condition 1.1(ii).]*

**[Multiple Final Payout – Normal Performance Securities:**

[Multiple Final Payout – Normal Performance Securities

*[Insert related provisions from Formulas Condition 1.1(jj).]*

**Multiple Final Payout - Performance Differential Securities:**

[Multiple Final Payout - Performance Differential Securities:

*[Insert related provisions from Formulas Condition 1.1(kk).]*

[Multiple Final Payout – 1-Way Floor Securities

*[Insert related provisions from Formulas Condition 1.1(ll).]*

[Multiple Final Payout – 1-Way Cap Securities

*[Insert related provisions from Formulas Condition 1.1(mm).]*

[Multiple Final Payout – 2-Way Securities:

*[Insert related provisions from Formulas Condition 1.1(nn).]*

**[Multiple Final Payout – Reverse Convertible Securities:**

[Multiple Final Payout – KI –Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(i).]*

[Multiple Final Payout – KI – Extended Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(ii).]*

[Multiple Final Payout – KO – Extended Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(iii).]*

[Multiple Final Payout – KO –Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(iv).]*

[Multiple Final Payout – Vanilla KI Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(v).]*

[Multiple Final Payout – Vanilla KO Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(vi).]*

[Multiple Final Payout –KIKO Reverse Convertible Securities:

*[Insert related provisions from Formulas Condition 1.1(oo)(vii).]*

**[Multiple Final Payout - Vanilla Securities:**

[Multiple Final Payout – Plain Vanilla Call Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(i)]*

[Multiple Final Payout – Plain Vanilla Call Spread Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(ii).]*

[Multiple Final Payout – Plain Vanilla Put Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(iii).]*

[Multiple Final Payout – Plain Vanilla Put Spread Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(iv).]*

[Multiple Final Payout – Plain Vanilla KI Digital Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(v).]*

[Multiple Final Payout – Plain Vanilla KO Digital Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(vi).]*

[Multiple Final Payout – Geared Knock-in Vanilla Call Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(vii).]*

[Multiple Final Payout – Geared Knock-out Vanilla Call Securities:

*[Insert related provisions from Formulas Condition 1.1(pp)(viii).]*

**[Multiple Final Payout - Asian Securities:**

[Multiple Final Payout – Standard Asian Securities:

*[Insert related provisions from Formulas Condition 1.1(qq)(i).]*

[Multiple Final Payout – Standard Collared Asian Spread Securities:

*[Insert related provisions from Formulas Condition 1.1(qq)(ii).]*

[Multiple Final Payout Standard Himalaya Securities:

*[Insert related provisions from Formulas Condition 1.1(rr).]*

[Multiple Final Payout – Dispersion Securities:

*[Insert related provisions from Formulas Condition 1.1(ss).]*

**[Multiple Final Payout - Step Securities:**

[Multiple Final Payout - 3-Step Knock-in Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(i).]*

[Multiple Final Payout - 3-Step Plus Knock-in Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(ii).]*

[Multiple Final Payout - 3-Step Knock-out Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(iii).]*

[Multiple Final Payout - 3-Step Plus Knock-out Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(iv).]*

[Multiple Final Payout – 4-Step Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(v).]*

[Multiple Final Payout - Standard 3-Step Knock-in Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(vi).]*

[Multiple Final Payout - Standard 3-Step Knock-out Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(vii).]*

[Multiple Final Payout - Standard 2-Step Barrier Down Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(viii).]*

[Multiple Final Payout - Standard 2-Step Barrier Up Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(ix).]*

[Multiple Final Payout - 2-Step Knock-in Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(x).]*

[Multiple Final Payout - 2-Step Knock-out Securities:

*[Insert related provisions from Formulas Condition 1.1(tt)(xi).]*

**[Multiple Final Payout - Performance Securities:**

[Multiple Final Payout - Geared Call Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(i).]*

[Multiple Final Payout - Multi Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(ii).]*

[Multiple Final Payout – (Capped) Multi Knock-Out Bonus Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(iii).]*

[Multiple Final Payout – (Capped) Multi Knock-In Bonus Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(iv).]*

[Multiple Final Payout – 2 Step KI Multi Bonus Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(v).]*

[Multiple Final Payout – 3 Step Multi Bonus Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(vi).]*

[Multiple Final Payout – 3 Step Flexi Bonus Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(vii).]*

[Multiple Final Payout – (Capped) Knock-Out Bonus Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(viii).]*

[Multiple Final Payout – (Capped) Knock – In Bonus Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(ix).]*

[Multiple Final Payout – Leveraged Performance Securities:

*[Insert related provisions from Formulas Condition 1.1(uu)(x).]*

[Multiple Final Payout – Twin -Win Securities:

*[Insert related provisions from Formulas Condition 1.1(vv).]*

[Multiple Final Payout – Knock-In Outperformance Securities:

*Insert related provisions from Formulas Condition 1.1(ww).]*

[Multiple Final Payout – Flexi Performance Securities:

*Insert related provisions from Formulas Condition 1.1(xx).]*

[Multiple Final Payout – Hyper-Flexi Performance Securities:

*Insert related provisions from Formulas Condition 1.1(yy).]*

[Multiple Final Payout – Flexi Knock-In Performance Securities:

*Insert related provisions from Formulas Condition 1.1(zz).]*

[Multiple Final Payout – Flexi Knock-Out Performance Securities:

*Insert related provisions from Formulas Condition 1.1(aaa).]*

[Multiple Final Payout – Hyper-Flexi Knock-In Performance Securities:

*Insert related provisions from Formulas Condition 1.1(bbb).]*

[Multiple Final Payout – Hyper-Flexi Knock-Out Performance Securities:

*Insert related provisions from Formulas Condition 1.1(ccc).]]]*

[Multiple Final Payout – Hyper-Flexi Multi Knock-In Performance Securities:

*Insert related provisions from Formulas Condition 1.1(ddd).]]]*

[Multiple Final Payout – Hyper-Flexi Multi Knock-out Performance Securities

*Insert related provisions from Formulas Condition 1.1(eee).]]]*

**[Multiple Final Payout – Capped and Floored Ratchet Securities:**

*[Insert related provisions from Formulas Condition 1.1(fff).]*

**[Multiple Final Payout – Weighted Mixed Payouts Securities:**

*[Insert formula and related provisions from Formulas Condition 1.1(ggg).]*

**[Multiple Final Payout – Knock-In Mixed Payouts Securities:**

*[Insert formula and related provisions from Formulas Condition 1.1(hhh).]*

**[Multiple Final Payout – Knock-out Mixed Payouts Securities:**

*[Insert related provisions from Formulas Condition 1.1(iii).]*

**[Multiple Final Payout – Max Mixed Payouts Securities:**

*[Insert related provisions from Formulas Condition 1.1(jjj).]*

**[Multiple Final Payout – Leveraged Securities:**

*[Insert related provisions from Formulas Condition 1.1(kkk), including Floating Rate Option, Designated Maturity and Reset Date for ISDA Determination.]*

**[Single Fixed Income (FI) Final Payouts**

**[Single FI FX Vanilla Securities:**

*[Insert formula and related provisions from Formulas Condition 1.1(lll).]*

**[Single FI Digital Floor Securities:**

*[Insert related provisions from Formulas Condition 1.1(mmm).]*

**[Single FI Digital Cap Securities:**

*[Insert related provisions from Formulas Condition 1.1(nnn).]*

**[Single FI Digital Plus Securities:**

*[Insert related provisions from Formulas Condition 1.1(ooo).]*

**[Continuous FX Wedding Cake Securities:**

*[Insert related provisions from Formulas Condition 1.1(ppp).]*

**[Single FI Inflation Securities:**

*[Insert formula and related provisions from Formulas Condition 1.1(qqq).]*

31. Entitlement:

[Applicable/Not applicable/Physical Delivery Option [1/2/3]]

[MFP Entitlement Amounts: Applicable]

(a) [The Entitlement Amount in relation to each Security is:

[an amount equal to [●] ]

[Entitlement Units; multiplied by the Entitlement Multiplier; [multiplied by the Weighting]; *(if MFP Entitlement Amounts is not Applicable)*]

[Delivery of Worst-Performing Underlying applicable:

*[Insert related provisions from Formulas Condition 6.1(a).]*

[Delivery of Best-Performing Underlying applicable:

*[Insert related provisions from Formulas Condition 6.1(b).]*

[Delivery of the Underlying applicable:

*[Insert related provisions from Formulas Condition 6.1(c).]*

(b) [Relevant Asset(s): [The relevant asset to which the Securities relate [is/are] [●].]/[Not applicable] *(N.B. Only applicable in relation to Physical Delivery Securities)*]

(c) [Entitlement Units: [[●] unit[s] of the Relevant Asset[s] relating to the [Component which is [●]] [Underlying Reference] *(where the intention is to deliver a basket, insert details of the units of the Relevant Asset[s] relating to each Component)*; [●]/ [Not applicable] *(Not applicable where Entitlement stated above and definition not required. Where Entitlement Units are included, insert Entitlement Multiplier below where relevant)*]

(d) [Entitlement Multiplier: [●] [The quotient of [100] [●] (as numerator) and the Strike Level (as denominator) / [Not applicable] *(Not applicable where Entitlement stated above and definition not required. Where Entitlement Units are included, insert Entitlement Multiplier where relevant)*]

(e) [The Entitlement will be evidenced by *[insert details of how the Entitlement will be evidenced].*]

(f) [The Entitlement will be [delivered] [Delivered] *[insert details of the method of delivery of the Entitlement].*]

*(N.B. Only applicable in relation to Physical Delivery Securities)*

32. [Exchange Rate]<sup>7</sup>/[Conversion Rate]<sup>8</sup>

[The applicable rate of exchange for conversion of any amount into the relevant [settlement currency]/[Settlement Currency or Calculation Currency, as applicable]<sup>9</sup> for the purposes of determining the [Settlement Price (as defined in the relevant Annex to the Terms and Conditions)], [or] the Cash Settlement Amount (as defined in Security Condition 3)[,] [or] [the Automatic Early Expiration Amount (as defined in Condition 19.9)] is *[insert rate of exchange and details of how and when such rate is to be ascertained]*/[specify]/[As specified in the OET Warrant Conditions]/[Not applicable].

33. Settlement Currency:

[The settlement currency for the payment of [the Cash Settlement Amount] *(in the case of Cash Settled Securities)*]/[the Settlement Disruption Amount] *(in the case of Physical Delivery Securities)* is [●].

[Settlement Currency Barrier Selection: [Applicable/Not applicable]

*[If Settlement Currency Barrier Selection is applicable:*

Applicable to: Cash Settlement Amount

First Settlement Currency: [specify]

Second Settlement Currency: [specify]

Settlement Currency Barrier Condition: [Less than]/[Less than or equal to]/[Greater than]/[Greater than or equal to]

Settlement Price Date(s): [specify]

Settlement Currency Barrier Rate(s): [specify]]

34. Calculation Agent:

The Calculation Agent is [●] / *(specify other)*.

*[Insert address of Calculation Agent]*

35. Governing law:

[English/Italian] law. [Articles 470-1 to 470-19 of the Luxembourg law dated 10 August 1915 on commercial

<sup>7</sup> Applicable for Securities other than OET Warrants.

<sup>8</sup> Applicable for OET Warrants.

<sup>9</sup> Insert where Single Final Payout – Leverage Factor Securities is applicable

companies, as amended, are not applicable to the Securities.]

## PRODUCT SPECIFIC PROVISIONS

36. Hybrid Securities:

[Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

*[If applicable:*

- (a) The Securities are linked to each of the types of Underlying Reference (each a "**Type of Underlying Reference**") set out in the table below. The terms and conditions of the Securities will be construed on the basis that in respect of each separate Type of Underlying Reference, the relevant terms applicable to each such separate Type of Underlying Reference will apply, as the context admits, separately and independently in respect of the relevant Type of Underlying Reference[, subject as provided in (b) below].

*[Include each Type of Underlying Reference]*

Type of Underlying Reference

[•] [See item [•]]

[•] [See item [•]]

[•] [See item [•]]

- (b) Hybrid Business Day [Applicable/Not applicable]

*[If applicable:*

**"Hybrid Business Day"** means a day which is a Scheduled Trading Day (as defined in the relevant Annex and completed in the applicable Final Terms) for each Type of Underlying Reference specified in the applicable Final Terms

*[If Hybrid Business Day is applicable, each date for valuation (e.g. valuation date, averaging date, observation date etc.) which is the subject of the Hybrid Securities provisions should be expressed to be "[•] or if that is not a Hybrid Business Day the immediately [succeeding/preceding] Hybrid Business Day"]]*

37. Index Securities:

[Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (a) Index/Basket of Indices/Index Sponsor(s): [specify name of Index/Indices]  
[specify name of Index Sponsor(s)]  
[The [●] Index is a [Component Security]/[Multi-Exchange] Index.]<sup>10</sup>
- (b) Index Currency: [specify]
- (c) Exchange(s): [specify]
- (d) Related Exchange(s): [specify]/[All Exchanges]
- (e) Exchange Business Day: [Single Index Basis/All Indices Basis/Per Index Basis]  
[Exchange/Related Exchange: Applicable]
- (f) Scheduled Trading Day: [Single Index Basis/All Indices Basis/Per Index Basis]  
[Exchange/Related Exchange: Applicable]  
*(must match election made for Exchange Business Day)*
- (g) Weighting: [The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in accordance with Annex 2]/[specify other]. ]/[Not applicable] *(N.B. Only applicable in relation to Securities relating to a Basket of Indices)*
- (h) Settlement Price: [Official opening level]/[Official closing level]/[level at the Valuation Time]/[Index Security Condition 5 (Futures Price Valuation) applies]  
[First Traded Price Applicable]
- (i) [specify] Scheduled Trading Days.
- (j) Valuation Time: [Continuous monitoring [specify other] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is [the Valuation Time].]  
[specify].]  
*(N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Security Condition 3.)*
- (k) Settlement on Occurrence of an Index Adjustment Event: [Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
[If Highest Value is applicable: Protected Amount: [specify]]

<sup>10</sup> Specify each Component Security Index and/or Multi-Exchange Index (if any).

[If the Calculation Agent determines an Index Adjustment Event constitutes a *force majeure*, Index Security Condition 3.2(c)(iii) applies]

(l) Index Correction Period: [As per Index Security Condition 5.1/specify]

(m) Futures Price Valuation: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Rolling Futures Contract Securities: [Yes/No]

[Related Hedging: Not applicable]

(ii) Exchange-traded Contract: [specify]/[If the Index Securities are Rolling Futures Contract Securities: Index Security Condition 5.2 applies]

(iii) Delivery or expiry month: [specify]/[Not applicable]

*(Not applicable in the case of Index Securities that are Rolling Futures Contract Securities)*

(iv) Period of Exchange-traded Contracts: [specify]/[Not applicable]

*(Only applicable in case of Index Securities that are Futures Rollover Securities)*

(v) Futures or Options Exchange: [specify]

(vi) Futures Rollover [Date/Period]: [Not applicable]/[specify]

(vii) Relevant FTP Screen Page: [specify]/[Not applicable]

(viii) Relevant Futures or Options Exchange Website: [specify]/[Not applicable]

(ix) Cut-off Time: [specify]/[Not applicable]

(x) Settlement on Occurrence of a Non-Commencement or Discontinuance of an Exchange-traded Contract: [If applicable: [Highest Value: [Applicable/Not applicable]]]

[Market Value: [Applicable/Not applicable]]

[If Highest Value is applicable: Protected Amount: [specify]]

[If the Calculation Agent determines a Non-Commencement or Discontinuance of an Exchange-traded Contract constitutes a *force majeure*, Index Security Condition [5.2(iii)] [and] [5.4(iii)] applies]

38. Share Securities: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (a) Share(s)/Share Company/Basket [insert type of Share(s) and Share Company/Basket Companies]  
Company/GDR/ADR: [GDR/ADR applicable]  
[Insert details of GDR/ADR]<sup>11</sup>
- (b) Relative Performance Basket: [Not applicable/specify]
- (c) Share Currency: [specify]
- (d) ISIN of Share(s): [specify]
- (e) Exchange(s): [specify]
- (f) Related Exchange(s): [specify]/[All Exchanges]
- (g) Exchange Business Day: [Single Share Basis/All Shares Basis/Per Share Basis]
- (h) Scheduled Trading Day: [Single Share Basis/All Shares Basis/Per Share Basis]  
(must match election made for Exchange Business Day)
- (i) Weighting: [The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment [in accordance with Annex 3]/[specify other]. (N.B. Only applicable in relation to Securities relating to a Basket of Shares)]
- (j) Settlement Price: [Official closing price]/[Italian Securities Reference Price]/[price at the Valuation Time]  
[AQR: Applicable. The Settlement Price is [specify]]
- (k) Closing Price: [Official closing price] [VWA Closing Price]  
[AQR: Applicable. The Closing Price is [specify]]
- (l) Specified Maximum Days of [specify] Scheduled Trading Days.  
Disruption:
- (m) Valuation Time: [Continuous monitoring [specify other] and the relevant time on the relevant Settlement Price Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Security Condition 3.] [specify] (N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Security Condition 3)]
- (n) Settlement on Occurrence of an [If applicable:  
Extraordinary Event:  
[Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]

<sup>11</sup> Specify each GDR or ADR (if any). In the case of Share Securities relating to a GDR/ADR, complete Share Securities Final Terms as applicable for GDR/ADR reference asset(s).

[If Highest Value is applicable: Protected Amount:  
[specify]]

[If the Calculation Agent determines that an  
Extraordinary Event constitute a *force majeure*, Share  
Security Condition [5.2(b)(iii)] [or] [5.2(c)(iii)] applies]

(o) Share Correction Period [As per Share Security Condition 1/specify]

(p) Dividend Payment: [Applicable/Not applicable]

(q) Listing Change: [Applicable/Not applicable]

(r) Listing Suspension: [Applicable/Not applicable]

(s) Illiquidity: [Applicable/Not applicable]

(t) Tender Offer: [Applicable/Not applicable]<sup>12</sup>

(u) CSR Event: [Applicable/Not applicable]

(v) Hedging Liquidity Event: [Applicable/Not applicable]

[Maximum Hedging Liquidity Level: [[•] per cent.]/[As  
per Share Security Condition 5.3]]

(w) Dividend Protection: [Applicable][Not applicable]

[(N.B. Only applicable if Normal Performance applies  
to the Securities)]

*(If not applicable, delete the remaining sub-paragraphs  
of this paragraph)*

- Adjustments: If a Dividend Event occurs during the period from, the Issue Date, excluded, to the Exercise Date, included, as determined by the Calculation Agent in its sole discretion, the Calculation Agent may, in its sole and absolute discretion, adjust:

[the Strike Level, the Cap Level and the Initial Reference  
Level by multiplying such levels by the Adjustment  
Factor K (rounded to the fourth decimal digit);]

[•]

- Cap Level [•]

- Scheduled Dividend: [The Scheduled Dividend is, for each Scheduled Ex-  
Date specified below, an amount per Share equal to:]

Scheduled Ex-Date	Scheduled Dividend Amount
[•]	[•]
[•]	[•]

<sup>12</sup> Only to be disappplied for Tokyo EQD Securities.

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		[●]
39. ETI Securities		[Applicable/Not applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(a) ETI/ETI Basket:		[specify]
(b) ETI Interest(s):		[insert type of ETI Interest(s)]
(c) ETI Related Party:		[As per ETI Security Condition 1]/[specify]
(d) ETI Documents:		[As per ETI Security Condition 1]/[specify]
(e) Exchange(s):		[specify]
(f) Related Exchange:		[specify]/[All Exchanges]
(g) Scheduled Trading Day:		[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
(h) Exchange Business Day:		[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
(i) Calculation Date(s):		[As per ETI Security Condition 1]/[specify]
(j) Initial Calculation Date:		[specify]/[Not applicable]
(k) Final Calculation Date:		[specify]/[Not applicable]
(l) Hedging Date:		[specify] / [Not applicable]
(m) Investment/AUM Level:		[As per ETI Security Condition 1]/[specify]/[Not applicable]
(n) Value per ETI Interest Trading Price Barrier:		[As per ETI Security Condition 1]/[specify]/[Not applicable]
(o) Number of Value Publication Days:		[[●] calendar days] [[●] Value Business Days]/[Not applicable]
		[Value Business Day Centre(s): [specify]
		<i>(Only applicable if Number of Value Publication Days is calculated by reference to Value Business Days)</i>
(p) Value Trigger Percentage:		[As per ETI Security Condition 1]/[specify]/[Not applicable]
(q) Value Trigger Period:		[As per ETI Security Condition 1]/[specify]/[Not applicable]
(r) Basket Trigger Level:		[As per ETI Security Condition 1]/[specify]/[Not applicable]

- (s) Settlement Price/Closing Price: [Official closing price]/[Value per ETI Interest]/ [price at the Valuation Time]
- (t) Weighting: [The Weighting to be applied to each ETI Interest comprising the ETI Basket is *[specify]*]/[Not applicable]
- (u) Valuation Time: *[specify]*/[Not applicable]
- (v) Specified Maximum Days of Disruption: [As per ETI Security Condition 1]/*[specify]*/[Not applicable]
- (w) Additional Extraordinary ETI Event(s): *[specify]*/[Not applicable]
- (x) Maximum Stock Loan Rate: [The Maximum Stock Loan Rate in respect of *[specify in relation to each relevant ETI Interest]* is [●].]/[Not applicable]
- (y) ETI Interest Correction Period: [As per ETI Security Condition 1]/ *[specify]*/[Not applicable]
- (z) Termination Amount: *[specify]*/[Not applicable]
- (aa) Simple Interest Spread: [As per ETI Security Condition 1]/*[specify]*/[Not applicable]
- (bb) Termination Date: *[specify]*/[Not applicable]
- 40. Debt Securities: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

*[Note for a derivative security to be listed on certain regulated markets: the underlying must be traded on a regulated, regularly operating, recognised open market, unless the underlying or ultimate underlying is a currency, index, interest rate, commodity, a combination of these, or credit linked, or the underlying is a UCITS fund or an investment fund authorised by the Central Bank of Ireland or the competent authority of another EU member state deemed equivalent by Euronext Dublin. Similar restrictions are applicable also in other circumstances.]*

- (a) Debt Instruments: *[specify]* [Not applicable] *(Not applicable if Futures Price Valuation applicable)*
- (b) Nominal Amount: [The relevant nominal amount is [●] and the Relevant Screen Page is [●].] [Not applicable]  
*(Not applicable if Futures Price Valuation applicable)*
- (c) Reference Price: [The Reference Price[s] for *[insert relevant Debt Instrument(s)]* is/are the [bid price]/[mid price]/[offer price]/[bid yield]/[mid yield]/[offer yield].] [Not applicable]  
*(Not applicable if Futures Price Valuation applicable)*

- (d) Exchange Business Day Centre(s): [specify]
- (e) Valuation Time: [specify]
- (f) Specified Maximum Days of Disruption: [[specify] Scheduled Trading Days.] [Not applicable]   
 (Not applicable if Futures Price Valuation applicable)
- (g) Debt Instrument Correction Period: [As per the Debt Security Condition 11]/ [specify]/[Not applicable]   
 (Not applicable if Futures Price Valuation applicable)
- (h) Debt Instrument Issuer: [specify]/[Not applicable]   
 (Not applicable if Futures Price Valuation applicable)
- (i) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Debt Instruments to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment.]
- (j) Futures Price Valuation: [Applicable/Not applicable]   
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rolling Futures Contract Securities: [Yes/No]
- (ii) Exchange-traded Contract: [specify]/[If the Debt Securities are Rolling Futures Contract Securities: Debt Security Condition 7 applies]
- (iii) Synthetic Debt Instrument: [include description of the key terms of the synthetic debt instrument]
- (iv) Delivery or expiry month: [specify]/[Not applicable]   
 (Not applicable in the case of Debt Securities that are Rolling Futures Contract Securities)
- (v) Period of Exchange-traded Contracts: [specify]/[Not applicable]   
 (Only applicable in the case of Debt Securities that are Rolling Futures Contract Securities)
- (vi) Futures or Options Exchange: [specify]
- (vii) Futures Rollover [Date/Period]: [Not applicable]/[specify]
- (viii) Daily Settlement Price Correction Period: [As per the Debt Security Condition 11][specify]

41. Inflation Index Securities: [Applicable/Not applicable]   
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (a) Inflation Index/Inflation Indices/Inflation Index Sponsor: [specify name of inflation index/indices]

- [specify name of inflation index sponsor(s)]
- (b) Related Bond: [Applicable/Not applicable] *[If applicable, specify]*
- (c) Issuer of Related Bond: [Applicable/Not applicable] *[If applicable, specify]*
- (d) Fallback Bond: [Applicable/Not applicable] *[If applicable, specify]*
- (e) Related Bond Redemption Event: [Applicable/Not applicable]
- (f) Settlement Price: [specify]
- (g) Substitute Inflation Index Level: [As determined in accordance with Annex 7] *[specify]*.
- (h) Cut-off Date: In respect of a [Valuation Date], the day that is *[specify]* Business Days prior to such [Valuation Date].
- (i) Valuation Date/Settlement Valuation Date: *[specify]*
- (j) Reference Month: *[specify]*
- (k) Currency Adjustment: [Applicable/Not applicable]
- (l) Inflation Index Level Adjustment: [Applicable/Not applicable]
- (m) Index Cancellation: [Inflation Index Security Condition 4.7(b)(i) applies]/[Highest Value]/[Market Value]
- [If Highest Value is applicable: Protected Amount: [specify]]*
- [If the Calculation Agent determines an Index Cancellation constitutes a force majeure, Inflation Index Security Condition 4.7(b)(iii) applies]*
42. Currency Securities: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Relevant Screen Page: *[specify]*
- (b) The relevant base currency (the "Base Currency") is: *[specify]*
- (c) The relevant alternative *[specify]* [currency/currencies] ([the]/[each a] "Alternative Currency") [is/are]:
- (d) Weighting: *[specify]*
- (e) Price Source: *[specify]*
- (f) Specified Maximum Days of *[specify]*/[five] Scheduled Trading Days Disruption:
- (g) Settlement Price: *[specify]*

- (h) Valuation Time: [specify]
- (i) Settlement on Occurrence of a Disruption Event: [Illiquidity Disruption: Not applicable]  
 [Disruption Event Postponement: Not applicable]  
 [Highest Value: [Applicable/Not applicable]]  
 [Market Value: [Applicable/Not applicable]]  
 [If Highest Value is applicable: Protected Amount: [specify]]  
 [If the Calculation Agent determines that a Disruption Event constitutes a *force majeure*, Currency Security Condition 3(b)(iii) applies]
- (j) Futures Price Valuation: [Applicable/Not applicable]  
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rolling Futures Contract Securities: [Yes/No]
- (ii) Exchange-traded Contract: [specify]/[If the Currency Securities are Rolling Futures Contract Securities: Currency Security Condition 6 applies]
- (iii) Currency Pair: [specify]
- (iv) ISIN: [specify]
- (v) Expiry month: [specify]/[Not applicable]  
 (Not applicable in the case of Currency Securities that are Rolling Futures Contract Securities)
- (vi) Period of Exchange-traded Contract: [specify]/[Not applicable]  
 (Only applicable in the case of Currency Securities that are Rolling Futures Contract Securities)
- (vii) Futures or Options Exchange: [specify]
- (viii) Futures Rollover [Date/Period]: [Not applicable]/[specify]  
 (Not applicable in the case of Currency Securities that are not Rolling Futures Contract Securities)
- (ix) Daily Settlement Price Correction Period: [As per Currency Security Condition 5]/[specify]

43. Fund Securities: [Applicable/Not applicable]  
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)

[Note for a derivative security to be listed on certain regulated markets: the underlying must be traded on a

*regulated, regularly operating, recognised open market, unless the underlying or ultimate underlying is a currency, index, interest rate, commodity, a combination of these, or credit linked, or the underlying is a UCITS fund or an investment fund authorised by the Central Bank of Ireland or the competent authority of another EU member state deemed equivalent by Euronext Dublin. Similar restrictions are applicable also in other circumstances.]*

- (a) Fund/Fund Basket: [specify Fund/Fund Basket]  
[SC/FM Fund Events: Applicable]
- (b) Fund Share(s): [specify]
- (c) Fund Documents: [As per Fund Security Condition 1]/[specify]
- (d) Fund Business Day: [All Fund Share Basis/Per Fund Share Basis/Single Fund Share Basis]
- (e) Maximum Days of Disruption: [As per Fund Security Condition 1]/[specify]
- (f) Fund Service Provider: [As per Fund Security Condition 1]/[specify]
- (g) Calculation Date(s): [As per Fund Security Condition 1]/[specify]
- (h) Initial Calculation Date: [As per Fund Security Condition 1]/[specify]
- (i) Final Calculation Date: [specify]
- (j) Hedging Date: [specify]
- (k) AUM Level: [specify]
- (l) NAV Trigger Percentage: [specify]
- (m) NAV Trigger Period: [As per Fund Security Condition 1]/[specify]
- (n) Number of NAV Publication Days: [As per Fund Security Condition 1]/[specify]
- (o) Basket Trigger Level: [specify]
- (p) Termination Amount: [specify]/[Market Value]/[Highest Value]  
[Fund Event *Force Majeure*: Applicable]
- (q) Simple Interest Spread: [As per Fund Security Condition 1]/[specify]
- (r) Termination Date: [specify]
- (s) Delayed Payment Cut-off Date: [As per Fund Security Condition 1]/[specify]
- (t) Fund Event *Force Majeure*: [Applicable/Not applicable]
- (u) Settlement Price: [NAV per Fund Share][The sum of the values calculated in respect of each Basket Component as the NAV per Fund Share of such Basket Component multiplied by the relevant Weighting]

- (v) [Weighting: The Weighting to be applied to each Fund Share comprising the Fund Basket is *[specify]*]
- (w) Settlement on Occurrence of a Fund Index Adjustment Event: [Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable/Not applicable]]  
*[If Highest Value is applicable: Protected Amount: [specify]]*
44. Futures Securities: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Future(s): *[insert type of Future(s)]*
- (b) Exchange(s): *[specify]*
- (c) Exchange Business Day: [Single Future Basis/All Futures Basis/Per Futures Basis]
- (d) Scheduled Trading Day: [Single Future Basis/All Futures Basis/Per Futures Basis]  
*(must match election made for Exchange Business Day)*
- (e) Settlement Price: [Official closing price]/[price at the Valuation Time]
- (f) Weighting: [The weighting to be applied to each item comprising the Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment [in accordance with Annex 10]/*[specify other]*. (N.B. Only applicable in relation to Securities relating to a Basket)]
- (g) Specified Maximum Days of Disruption: [As defined in Futures Security Condition 1]/*[specify]* Scheduled Trading Days].
- (h) Valuation Time: [Continuous monitoring *[specify other]* and the relevant time on the Valuation Date, Observation Date or Averaging Date, as the case may be, is the Scheduled Closing Time as defined in Security Condition 3.] *[specify]* (N.B. If no Valuation Time is specified, the Valuation Time will be the Scheduled Closing Time as defined in Security Condition 3)]
- (i) Futures Correction Period: [As per Futures Security Conditions 1]/*[specify]*
- (j) Settlement on Occurrence of a Futures Adjustment Event: [Highest Value: [Applicable/Not applicable]]  
[Market Value: [Applicable]/[Not applicable]]  
*[If Highest Value is applicable: Protected Amount: [specify]]*  
  
[If the Calculation Agent determines a Futures Adjustment Event constitutes a *force majeure*, Futures Security Condition 3.1(b) and 3.1(b)(iii) applies]
45. Underlying Interest Rate Securities: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

- (a) Underlying Interest Determination [specify]  
Date(s):

*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate1:")*

- (b) Manner in which the Underlying [Screen Rate Determination/ISDA Determination]  
Interest Rate is to be determined:

- (A) Screen Rate Determination: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (a) [Underlying Reference Rate: [specify] (Either LIBOR, EURIBOR or other)

- (b) Specified Time: [specify]

*(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*

- (c) Relevant Screen [specify]  
Page:

- (B) ISDA Determination: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (a) [Floating Rate Option: [specify]

- (b) Designated Maturity: [specify]

- (c) Reset Date: [specify]

*(N.B. The fallback provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for LIBOR and/or EURIBOR which, depending on market circumstances, may not be available at the relevant time)*

- (c) Underlying Margin(s): [[+/-][●] per cent. per annum]/[Not applicable]

- (d) Minimum Underlying Reference Rate: [[●] per cent. per annum]/[Not applicable]

- (e) Maximum Underlying Reference Rate: [[●] per cent. per annum]/[Not applicable]

*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate2:" and repeat items 40(b) to (e)).*

(Repeat for each Underlying Interest Rate.)

46. OET Warrants: [Applicable/Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (a) Final Price: [As per OET Warrant Conditions]
- (b) Valuation Date: [As per OET Warrant Conditions]/[specify]
- (c) Exercise Price: [specify]
- (d) Relevant Business Day: [specify]
- (e) Capitalised Exercise Price: [As per OET Warrant Conditions]

OET Website(s):

[specify]

Local Business Day Centre(s): [specify]

- (f) Capitalised Exercise Price Rounding Rule: [upwards/downwards] [●] digits
- (g) Dividend Percentage: [specify]/[Not applicable]

(N.B. Not applicable in respect of Currency OET Warrants or Futures OET Warrants)

- (h) Financing Rate:
  - (i) Interbank Rate 1 Screen Page: [specify]
  - (ii) Interbank Rate 1 Specified Time: [specify][As per OET Warrant Conditions]
  - (iii) Interbank Rate 2 Screen Page: [specify]
  - (iv) Interbank Rate 2 Specified Time: [specify][As per OET Warrant Conditions]
  - (v) Financing Rate Percentage: [+/-][specify]
  - (vi) Financing Rate Range: [specify]
- (i) Automatic Early Expiration: [Applicable/Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Automatic Early Expiration Payout: [Automatic Early Expiration Payout Capitalised Call and Put Securities 2]

[Insert related provisions from Formulas Condition 2.1(b)]

- (ii) Automatic Early Expiration Date: [●] Business Days following the Valuation Date.
- (iii) Observation Price: [Official level]/[Opening price]/[Official close]/[Closing price]/[Purchase price]/[Sale price]/[Traded price]/[Bid price]/[Asked price]/[Last price]/[Official settlement price]/[Daily settlement price]
- (iv) Observation Price Source [specify source]
- (v) Observation Time(s): [At any time during the opening hours of the Exchange]/[specify]
- (vi) Security Threshold: [specify]/ [As per OET Warrant Condition 1]  
 [The Security Threshold in respect of a Relevant Business Day will be published as soon as practicable after its determination on the OET Website(s), as set out in paragraph 41(e).]
- (vii) Security Threshold Rounding Rule: [upwards/downwards] [●] digits
- (viii) Security Percentage: [specify][As per OET Warrant Conditions]
- (ix) Minimum Security Percentage: [specify]/[Not applicable]
- (x) Maximum Security Percentage: [specify]/[Not applicable]
- (xi) Reset Date: [As per OET Warrant Condition 1]/[specify]
47. Additional Disruption Events and Optional Additional Disruption Events: (a) Additional Disruption Events: [Applicable/Not applicable]/[[Change in Law/Hedging Disruption] does not apply to the Securities]  
 [Change in Law – Hedge Maintenance Cost: Not applicable]
- (b) [Optional Additional Disruption Events: [Applicable/Not applicable] [The following Optional Additional Disruption Events apply to the Securities:  
 (Specify each of the following which applies. N.B. Optional Additional Disruption Events are applicable to certain Index Securities, Share Securities and ETI Securities. Careful consideration should be given to whether Optional Additional Disruption Events would apply for Debt Securities, Currency Securities and Fund Securities and, if so, the relevant definitions will require amendment.)  
 [Administrator/Benchmark Event]  
 [Increased Cost of Hedging]  
 [Increased Cost of Stock Borrow]

[Insolvency Filing]

(N.B. *Only applicable in the case of Share Securities*)

[Cancellation Event]

(N.B. *Only applicable in the case of Debt Securities*)

[Loss of Stock Borrow]

[[Stop-Loss Event]

[Stop-Loss Event Percentage: [5] per cent.]]

[Currency Event]

[Extraordinary External Event]

[Jurisdiction Event]

Hedging Arrangements: Not applicable]

[Significant Alteration Event]

[Failure to Deliver due to Illiquidity]

[Hedging Party Default]

(N.B. *Only applicable in the case of Physical Delivery Securities– Failure to Deliver due to Illiquidity is applicable to certain Share Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities*)

[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share/Security] is [●].

(N.B. *Only applicable if Loss of Stock Borrow is applicable*)]

[The Initial Stock Loan Rate in respect of [specify in relation to each relevant Share/Security] is [●].

(N.B. *Only applicable if Increased Cost of Stock Borrow is applicable*)]

Settlement:

[If applicable:

[Highest Value: [Applicable/Not Applicable]]

[Market Value: [Applicable]/[Not applicable]]

[If Highest Value is applicable: Protected Amount: [specify]]

48. Knock-in Event<sup>13</sup>: [Applicable/Not applicable]
- [If applicable:
- [specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"/"outside"]]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (a) Knock-in Valuation: [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]
- [If Knock-in Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-in Valuation is applicable.]
- (b) FX Knock-in Valuation: [Applicable/Not applicable]
- [If FX Knock-in Valuation is applicable, insert relevant provisions from Conditions.]
- [FX Coupon Performance: [Applicable/Not applicable]]
- [Performance Value: [Applicable/Not applicable]]
- (c) Level: [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
- (d) Knock-in Level/Knock-in Range [specify][FX Knock-in Level] Level:
- [If FX Knock-in Level is specified insert relevant provisions from Conditions]
- (e) Knock-in Period Beginning Date: [specify]
- (f) Knock-in Period Beginning Date Day [Applicable/Not applicable] Convention:
- (g) Knock-in Determination Period: [specify]/[See definition in Security Condition 14.7]
- (h) Knock-in Determination Day(s): [specify]/[Each [Scheduled Trading Day/Fund Business Day/Business Day] in the Knock-in Determination Period]
- (i) Knock-in Period Ending Date: [specify]
- (j) Knock-in Period Ending Date Day [Applicable/Not applicable] Convention:

<sup>13</sup> Only applicable in relation to Index Securities, Share Securities, ETI Securities, Currency Securities, Debt Securities, Futures Securities, Fund Securities.

- (k) Knock-in Valuation Time: *[specify]*/[See definition in Security Condition 14.7]/[Valuation Time]/[Any time on a Knock-in Determination Day]/[Not applicable]
- (l) Knock-in Observation Price Source: *[specify]*
- (m) Disruption Consequences: [Applicable/Not applicable]
49. Knock-out Event<sup>14</sup>: [Applicable/Not applicable]
- [If applicable:*
- [specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"/"outside"]]*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Knock-out Valuation: [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*
- [If Knock-out Valuation is not applicable and the Securities are Currency Securities, specify if FX Knock-out Valuation is applicable.]*
- (b) FX Knock-out Valuation [Applicable/Not applicable]
- [If FX Knock-out Valuation is applicable, insert relevant provisions from Conditions.]*
- [FX Coupon Performance: [Applicable/Not applicable]]
- [Performance Value: [Applicable/Not applicable]]
- (c) Level: [Official level]/[Official close]/[last price]/[traded price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
- (d) Knock-out Level /Knock-out Range Level: *[specify]*[FX Knock-out Level]
- [If FX Knock-out Level is specified insert relevant provisions from Conditions]*
- (e) Knock-out Period Beginning Date: *[specify]*
- (f) Knock-out Period Beginning Date Day Convention: [Applicable/Not applicable]
- (g) Knock-out Determination Period: *[specify]*/[See definition in Security Condition 14.7]

<sup>14</sup> Only applicable in relation to Index Securities, Share Securities, ETI Securities, Currency Securities, Fund Securities, Debt Securities and Futures Securities.

- (h) Knock-out Determination Day(s): *[specify]*/[Each [Scheduled Trading Day/Fund Business Day/Business Day] in the Knock-out Determination Period]
- (i) Knock-out Period Ending Date: *[specify]*
- (j) Knock-out Period Ending Date Day Convention: [Applicable/ Not applicable]
- (k) Knock-out Valuation Time: *[specify]*/[See definition in Security Condition 14.7] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
- (l) Knock-out Observation Price Source: *[specify]*
- (m) Disruption Consequences: [Applicable/Not applicable]

50. **EXERCISE, VALUATION AND SETTLEMENT**

- (a) [Automatic Early Expiration <sup>15</sup>: [Applicable/Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Automatic Early Expiration Event: [FI Underlying Automatic Early Expiration Payout] [[Single] Standard Automatic Early Expiration [– Automatic Early Expiration Event 1]: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"] [Standard Automatic Early Expiration – Automatic Early Expiration Event 2 Applicable: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"]

[Automatic Early Expiration Event 1 [and]/[or] Automatic Early Expiration Event 2]

[As per Security Condition 19.9(c)]

*[Insert related provisions from Conditions.]*

[AES Knock-out: [Knock-out Event]/

[Knock-in Event]

*[Insert related provisions from Conditions.]*

[Leveraged Automatic Early Expiration: Applicable]

*[Insert related provisions from Conditions, including Floating Rate Option, Designated Maturity and Reset Date for ISDA Determination]*

- (ii) Automatic Early Expiration Payout: [Automatic Early Expiration Payout Capitalised Call and Put Securities 1]

<sup>15</sup> Only applicable in relation to Index Securities, Share Securities, ETI Securities, Currency Securities, Fund Securities, Futures Securities and, in the case of FI Underlying Automatic Early Expiration Payout, Currency Securities and Underlying Interest Rate Securities. In respect of OET Warrants, refer to paragraph 41(i) above.

[Insert related provisions from Formulas Condition 2.1(b).]

[SFP Automatic Early Expiration Payout]

[Insert related provisions from Formulas Condition 2.1(c).]

[MFP Automatic Early Expiration Payout]

[Insert related provisions from Formulas Condition 2.1(d).]

[Leveraged Warrants Automatic Early Expiration Payout]

[Insert related provisions from Formulas Condition 2.1(e).]

[FI Underlying Automatic Early Expiration Payout:

[Insert relevant provisions from Formulas Condition 2.1(g).]

(iii) Early Entitlement Expiration [Applicable]/[Not applicable]

[If applicable:

The Early Expiration Entitlement in relation to each Security is:

[an amount equal to: *specify*]/

[Entitlement Units; multiplied by the Entitlement Multiplier; [multiplied by the Weighting].]

[Entitlement Units: *specify*]]

[Entitlement Multiplier: *specify*]

(iv) Automatic Early Expiration Date(s): *specify*

(v) Observation Price Source: *specify*/[Not applicable]

(vi) [Observation Time: [At any time during the opening hours of the Exchange]/*specify*]

(vii) Observation Price: [Official level]/[Opening price]/[Official close]/[Closing price]/[Purchase price]/[Sale price]/[Traded price]/[Bid price]/[Asked price]/[Last price]/[Official settlement price]/[Daily settlement price]/[Not applicable]]

(viii) Capitalised Exercise Price Rounding Rule: [[upwards/downwards] [●] digits]/*specify*]]

- (ix) Underlying Reference Level [1]: *[specify]*/[Official level]/[Official close]/[Last Price]/[Bid price]/[Asked price]/[Standard Price]/[Not applicable]
- MFP AES Valuation: [Applicable/Not applicable]
- [If applicable Insert related provisions from Conditions]*
- (x) Underlying Reference Level [2]: *[specify]*/[Standard Price]/[Last Price]/[Not applicable]
- (xi) MFP AES Valuation: [Not applicable]/[Applicable]:
- [MFP AES Value [1]:
- [insert relevant value(s) and related provisions from Conditions]*
- [MFP AES Value 2:
- [insert relevant value(s) and related provisions from Conditions]]]*
- (xii) [(A)] Automatic Early Expiration Level [1]: *[specify]*
- [(B)] Automatic Early Expiration Level [2]: *[specify]*
- [AES Range Level: *[specify]*]
- [AES Range Level 1: *[specify]*]
- [AES Range Level 2: *[specify]*]
- (xiii) Automatic Early Expiration Percentage(s): [[●] per cent.]/[Not applicable]
- (xiv) AES Exit Rate: [Not applicable]
- [AES Rate]
- [Insert relevant provisions from Conditions]*
- [AES up Rate]
- [Insert related provisions from Conditions]*
- [AES CSN Rate]
- [Insert relevant provisions from Conditions]*
- (xv) Automatic Early Expiration Valuation Date(s)/Time/Period(s): *[specify]*/[AES Knock-out Date]/[As per Security Condition 19.9(c)]
- [AES 1 Settlement Valuation [Date(s)/Period(s)]: *[specify]*

[AES 2 Settlement Valuation [Date(s)/Period(s)]:  
[specify]]

*[For Fixed Income payouts, consider whether this is the remuneration determination date (i.e. 2 business days prior to the Automatic Early Expiration Date)]*

- [(xvi) AES Event 1 Underlying[s]: [See item [●] below]/[Not applicable]]
- [(xvii) AES Event 2 Underlying[s]: [See item [●] below]/[Not applicable]]
- [(xviii) AES Event 1 Basket: [Applicable]/[Not applicable]]
- [(xix) AES Event 2 Basket: [Applicable]/[Not applicable]]
- (e) [Strike Date:] [specify]/[Not applicable] [  
[Currency Convention: [As per Currency Security  
Condition 1]/[Preceding Currency  
Convention]/[Modified Following Currency  
Convention]]
- (f) [Strike Price:] [specify] / [see item [●] above] / [Not applicable]
- (g) [Settlement Valuation Date:] [specify]/[As specified in Condition [●] in relation to  
Open End Warrants] (N.B. *Where Non-Automatic  
Exercise does not apply the Securities are Share  
Securities and the Shares are traded on the Italian  
regulated market organised and managed by Borsa  
Italiana insert "the [Scheduled Trading Day]  
immediately preceding the Exercise Date"*)/[Not  
applicable]  
[Currency Convention: [As per Currency Security  
Condition 1]/[Preceding Currency  
Convention]/[Modified Following Currency  
Convention]]
- (h) [Averaging:] Averaging [applies/does not apply] to the Securities.  
[The Averaging Dates are [specify].] (*Not applicable to  
Inflation Index Securities*)  
[Currency Convention: [As per Currency Security  
Condition 1]/[Preceding Currency  
Convention]/[Modified Following Currency  
Convention]]  
[In the event that an Averaging Date is a Disrupted Day  
[Omission/Postponement/Modified Postponement] (as  
defined in Security Condition 3) will apply.]
- (i) [Observation Dates:] [specify]/[Not applicable]  
[Currency Convention: [As per Currency Security  
Condition 1]/[Preceding Currency  
Convention]/[Modified Following Currency  
Convention]]  
[In the event that an Observation Date is a Disrupted Day  
[Omission/Postponement/Modified Postponement] will

apply.] [Observation Day Disruption Consequences are not applicable.]

- (j) [Observation Period:] *[specify]*/[Not applicable] (Not applicable to Inflation Index Securities)
- (k) [Settlement Business Day:] "Settlement Business Day" for the purposes of Security Condition 4 means *[specify]*. [Not applicable] (N.B. Only applicable in the case of Physical Delivery Securities)
- (l) [Record date for the purposes of *[specify]*] [SeDeX][EuroTLX]:

**RESPONSIBILITY**

The information contained in these Final Terms [[●] has been extracted from [●]. [Each of the] [The] Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]. [The Issuer [and the Guarantor] accept[s] responsibility for the information set out in these Final Terms.]

Signed on behalf of the relevant Issuer:

By:.....

By: .....

Duly authorised

Duly authorised

[Signed on behalf of the Guarantor:

By:.....

By: .....

Duly authorised

Duly authorised]

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

(i) Listing<sup>16</sup>: [Official List of the [Euronext Dublin] [Luxembourg Stock Exchange]] [SeDeX] [EuroTLX]/[specify other]/[None]

(ii) Admission to trading<sup>17</sup>: [Application [has been made][is expected to be made] by the relevant Issuer (or on its behalf) for the Securities to be admitted to trading on [[the regulated market [of the [Euronext Dublin] [Luxembourg Stock Exchange] [SeDeX multilateral trading facility which is not a regulated market for the purpose of Directive 2014/65/EU] [the multilateral trading facility of EuroTLX which is not a regulated market for the purpose of Directive 2014/65/EU] with effect from [●]]/[specify other] [Not applicable]

[The Issuer reserves the right to make [further] application[s] for the Securities to be admitted to listing and/or trading on [additional] markets/trading venues.]

[[Mediobanca – Banca di Credito Finanziario S.p.A.]/[●] will act as Liquidity Provider with reference to the Securities traded on [●].]

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

### 2. RATINGS

Ratings: The Securities to be issued have not been rated.

### 3. NOTIFICATION

[Not applicable.] [The Central Bank of Ireland [has been requested to provide/has provided – include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the *Commission de Surveillance du Secteur Financier* (CSSF) with a certificate of approval attesting that the Base Prospectus [and the supplement thereto dated [●]] has been drawn up in accordance with the Prospectus Directive.] [These Final Terms have been submitted to *Commission de Surveillance du Secteur Financier* (CSSF) on [●].]

### 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER/LISTING

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<sup>16</sup> Where application is only made for the Securities to be admitted to trading on a multilateral trading facility and no application for the admission to trading on a regulated market in the European Economic Area nor any offer in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive are provided for, this document will not constitute the Final Terms for the purposes of Article 5.4 of the Prospectus Directive but will constitute a pricing supplement.

<sup>17</sup> Where application is only made for the Securities to be admitted to trading on a multilateral trading facility and no application for the admission to trading on a regulated market in the European Economic Area nor any offer in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive are provided for, this document will not constitute the Final Terms for the purposes of Article 5.4 of the Prospectus Directive but will constitute a pricing supplement.

[Not applicable] [Save for the fees payable to the [Dealer(s)/Distributors]/[include other entities],] so far as the relevant Issuer is aware, no [other] person involved in the [issue/offer/listing] of the Securities has an interest material to the [issue/offer/listing]. (Amend as appropriate if there are other interests)

5. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(i) Reasons for the offer: [Not applicable] [●]

(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

(ii) Estimated net proceeds: [Not applicable] [●]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(iii) Estimated total expenses: [Not applicable] [●]

[Include breakdown of expenses.]<sup>(\*\*\*)</sup>

6. **FURTHER INFORMATION PUBLISHED BY THE ISSUER**

[The Issuer does not intend to provide any further information on the past and future performance and/or volatility of the Underlying Reference. [The Issuer will provide further information relating to the past and future performance and/or volatility of the Underlying Reference on [insert source [●]] [and update the information on an ongoing basis following issuance of the Securities]. Such information will include [describe information: [●]]

7. **INFORMATION RELATING TO THE UNDERLYING REFERENCE**

[Information on the past and future performance of the Underlying Reference[s] and [its][their] volatility can be obtained [●] /[[on the public website on www. [●][●] [and on the [Bloomberg] or [Reuters] page as provided for each Component composing the Underlying Reference. [NB ensure such page is given there] [If no public information exists, insert: in a physical form at the offices of [insert address/telephone number]]

[If the relevant Underlying Reference is an index or basket of indices, insert:

The sponsor of the, or each, index composing the Underlying Reference also maintains an Internet Site at [the following address] [●] where further information may be available in respect of the Underlying Reference.

[Name of Index Sponsor Website]

[Insert relevant disclaimer for each index:]]

8. **OPERATIONAL INFORMATION**

ISIN: [●]

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<sup>\*\*\*</sup> It is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.

Common Code: [●]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Initial Paying Agents: [●]

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

9. **DISTRIBUTION**

(i) If syndicated, names and addresses of Managers and underwriting commitments: [Not applicable/give names and addresses and underwriting commitments]

*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)*

(ii) Date of Subscription Agreement: [Not applicable] [●]

(iii) Stabilising Manager(s) (if any): [Not applicable/give name]

(iv) If non-syndicated, name of Dealer: [Not applicable/give name]

(v) Non-exempt offer: [Not applicable] [An offer of the Securities may be made by [the Managers and] [specify if applicable] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant member state(s) – which must be jurisdictions where the Prospectus and any supplements have been passported] ("**Public Offer Jurisdictions**") during the period from [specify date] until [specify date] ("**Offer Period**"). See further Paragraph 12 (*Terms and Conditions of the Offer*) of Part B below.

10. **TERMS AND CONDITIONS OF THE OFFER(\*)** [Not applicable]

Offer Period: [specify]

Offer Amount: [give details]

Offer Price: [Issue Price][specify]

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\* Not relevant for an issue of Securities with an issue price of equal to or greater than Euro 100,000 (or its equivalent in another currency).

Conditions to which the offer is subject: [Not applicable/*give details*]

Description of the application process: [Not applicable/*give details*]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not applicable/*give details*]

Details of the minimum and/or maximum amount of application: [Not applicable/*give details*]

Details of the method and time limits for paying up and delivering the Securities: [Not applicable/*give details*]

Manner in and date on which results of the offer are to be made public: [Not applicable/*give details*]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not applicable/*give details*]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable/*give details*]

Amount of any expenses and taxes specifically charged to the subscriber: [Not applicable/*give details*]

Name(s) and address(es), to the extent known to the relevant Issuer, of the placers in the various countries where the offer takes place. [None/*give details*]

Consent to use of Base Prospectus [None/*give details*]

Other intermediaries in case of public distribution through trading venues (including SeDeX) [None/*give details*]

11. **SECONDARY MARKET PRICING** [Applicable<sup>18</sup>] [Not applicable]

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

[In the event that the Issuer decides to purchase the Securities from the Securityholder prior to the

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<sup>18</sup> Where application is only made for the Securities to be admitted to trading on a multilateral trading facility and no application for the admission to trading on a regulated market in the European Economic Area nor any offer in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive are provided for, this document will not constitute the Final Terms for the purposes of Article 5.4 of the Prospectus Directive but will constitute a pricing supplement.

Settlement Date, the secondary market pricing provided by the Issuer on the Securities will reflect [●] *(give details of hedge unwinding costs and/or loss of profit related to such hedging portfolio)*

[A secondary market for the Warrants will be available [through the multilateral trading facility of [EuroTLX][SeDeX][ ●], where Mediobanca/[●] will act as Liquidity Provider with a maximum bid/ask spread of [●] per cent. [under normal market conditions]/[specify other].]

12. **[EU BENCHMARKS REGULATION**

**[Benchmarks:**

Amounts payable under the Securities will be calculated by reference to [●] which is provided by [●]. *(if more than one, specify in relation to each relevant Benchmark)*

As at [●],[●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "Benchmark Regulation"). [As far as the Issuer is aware [[insert name of Benchmark[s]/the [relevant] Benchmark] [does/do] not fall within the scope of the Benchmark Regulation by virtue of Article 2 of the Benchmark Regulation.]/[, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [●] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

### **PART C – OTHER APPLICABLE TERMS**

*[Insert other relevant information and provisions in accordance with Annex XXI of Regulation 2004/809/EC, such as (i) additional provisions, not required by the relevant securities notes, relating to the underlying country(ies) where the offer(s) to the public takes place, (ii) country(ies) where admission to trading on the regulated market(s) is being sought, (iii) country(ies) into which the relevant base prospectus has been notified, (iv) series number, (v) tranche number. Delete if not required.]*

**PART D – SUMMARY OF THE SPECIFIC ISSUE**

*[Insert Summary of the specific issue]*

## TAXATION

*The following is a general summary of certain Italian, Luxembourg and Irish tax consequences of the purchase, the ownership and the disposal of the Securities. It does not purport to be a comprehensive description of all the tax aspects which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors and of Securities, some of which (such as dealers in securities or commodities and certain non-Italian resident Securityholders purchasing Securities convertible or exchangeable into shares) may be subject to special rules.*

*Prospective investors are advised to consult in any case their own tax advisers concerning the overall tax consequences of their purchase, ownership and disposal of the Securities.*

*This summary assumes that Mediobanca and Mediobanca International are resident for tax purposes in the Republic of Italy and in Luxembourg respectively and are structured and conduct their business in the manner outlined in this Prospectus. Changes in Mediobanca and/or Mediobanca International's organisational structure, tax residence or the manner in which each of them conducts its business may invalidate this summary. This summary also assumes that each transaction with respect to the Securities is at arm's length.*

*Where in this summary English terms and expressions are used to refer to Italian, Luxembourg and Irish concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian, Luxembourg and Irish concepts under Italian, Luxembourg and Irish tax laws.*

*This summary is based upon the laws and/or practice in force as at the date of this Prospectus, which are subject to any changes in laws and/or practice occurring after such date, which could be made on a retroactive basis.*

*Neither Mediobanca nor Mediobanca International will update this summary to reflect changes in laws and/or practice. If any such change should occur, the information in this summary could become obsolete.*

### **(A) Italian tax regime of the Securities issued by Mediobanca**

The Securities may be subject to different tax regimes depending on whether:

- (a) they represent derivative financial instruments or bundles of derivative financial instruments, through which the Securityholders purchase indirectly underlying financial instruments; or
- (b) they represent a debt instrument implying a "use of capital" (*impiego di capitale*), through which the Securityholders transfer to the Issuer a certain amount of capital, for the economic exploitation of the same, subject to the right to obtain a (partial or entire) reimbursement of such amount at maturity, not having 100 per cent. capital protection guaranteed by the Issuer.

### **Securities representing derivative financial instruments or bundles of derivative financial instruments**

#### ***Tax on income and capital gains***

Payments in respect of Securities qualifying as securitised derivative financial instruments as well as capital gains of the Securities received by Securityholders which are (a) Italian resident companies or similar entities (including Italian permanent establishments of a non-Italian residents to which the Securities are effectively connected), (b) Italian resident partnerships carrying out commercial activities or similar commercial entities (c) Italian resident individuals engaged in entrepreneurial activities to which the Securities are effectively connected, are included in the relevant holder's taxable business income and are therefore subject to the general Italian corporate tax ("IRES"), or to personal income taxation ("IRPEF") as business income, as the case may be, according to the ordinary rules. In certain cases, depending on the *status* of the Securityholder, such proceeds may also have to be included in its taxable base for regional income tax on business activities ("IRAP").

According to Article 5 of Legislative Decree No. 461 of 21 November 1997 ("**Decree No. 461**"), payments in respect to Securities as well as capital gains realised by (a) Italian resident individual not engaged in entrepreneurial activities to which the Securities are effectively connected, (b) an Italian partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a *de facto* partnership not carrying out commercial activities or (c) an Italian private or public institution not carrying out mainly or exclusively commercial activities, upon the sale for consideration or redemption of the Securities are subject to a

substitute tax (*imposta sostitutiva*) currently at rate of 26 per cent.. In respect of the application of the substitute tax, said Securityholders listed above may opt for one of the three regimes described below:

- (a) under the tax declaration regime ("**Tax Declaration Regime**"), which is the standard regime for the taxation of capital gains, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, all capital gains, net of any incurred capital loss of the same nature, realised pursuant to all sales or redemptions of the Securities carried out during any given tax year. The overall capital gains realised in any tax year, net of any relevant incurred capital loss of the same nature, must be reported in the annual tax return and *imposta sostitutiva* must be paid on such gains together with any balance income tax due for the relevant year. Capital losses in excess of capital gains may be carried forward against capital gains of the same nature realised in any of the four succeeding tax years.
- (b) as an alternative to the Tax Declaration Regime, the Securityholders may elect to pay the *imposta sostitutiva* separately on payments received in respect of Securities and capital gains realised on each sale or transfer or redemption of the Securities under the so called "*regime del risparmio amministrato*" provided for by Article 6 of Decree No. 461 (the "**Administrative Savings Regime**"). Such separate taxation of capital gains is allowed subject to (i) the Securities being deposited with Italian banks, "*società di intermediazione mobiliare*" ("**SIMs**") or certain authorised financial intermediaries (or permanent establishments in Italy of foreign intermediaries) and (ii) an express election for the Administrative Savings Regime being timely made in writing by the relevant Securityholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or transfer or redemption of the Securities, as well as on capital gains realized as at revocation of its mandate, net of any relevant incurred capital loss of the same nature, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Securityholder or using funds provided by the Securityholder for this purpose. Where a sale or transfer or redemption of the Securities results in a capital loss, such loss may be offset against with capital gains of the same nature subsequently realised, within the same relationship of deposit, in the same tax year or in the following tax years up to the fourth. Under the Administrative Savings Regime, the Securityholder is not required to declare the capital gains in the annual tax return.
- (c) Where the Securities are part of a portfolio managed under the "**Asset Management Regime**" (pursuant to Article 7 of Decree No. 461) by an Italian asset management company or an authorized financial intermediary, any payments received as well as capital gains realised upon sale, transfer or redemption of the Securities will not be subject to the substitute tax on capital gains but will contribute to the determination of the annual accrued appreciation of the managed portfolio, subject to 26 per cent. annual substitutive tax, to be paid on behalf of the taxpayer by the managing authorised intermediary. Any depreciation of the managed portfolio at year end may be carried forward against appreciation accrued in each of the following years up to the fourth. The Securityholder is not required to declare the capital gains realised in the relevant annual tax return if under the Asset Management Regime.

Subject to certain limitations and requirements (including a *minimum* holding period), capital gains in respect of the Securities realized upon sale, transfer or redemption by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity may be exempt from taxation, including the substitute tax of 26 per cent., if the Securities are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) pursuant Article 1, paragraph 100 – 114, of Law No. 232 of 11 December 2016 ("**Law No. 232**") and to Article 1, paragraphs 210 – 215, of the Law No. 145 of 30 December 2018 ("**Law No. 145**").

Any capital gains on Securities (as well as increase or decrease of their relevant fair market value) held by Italian resident open-ended or closed-ended collective investment funds ("**Funds**"), SICAVs and non real-estate SICAFs contribute to determine the increase in value of the managed assets of the Funds, SICAVs or SICAFs accrued at the end of each tax year. The Funds, SICAVs or non real-estate SICAFs will not be subject to taxation on such increase, but a withholding tax of 26% will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders.

Where a Securityholder is an Italian resident real estate investment fund or an Italian resident real estate SICAF, to which the provisions of Law Decree No. 351 of 25 September, 2001, Law Decree No. 78 of 31 May 2010, converted into Law No. 122 of 30 July 2010, and Legislative Decree No. 44 of 4 March 2014, all as amended, apply, capital gains realised will be subject neither to substitute tax nor to any other income tax in the hands of the real estate investment fund or the real estate SICAF. The income of the real estate investment fund or of the

real estate SICAF is subject to tax, in the hands of the unitholder, depending on the status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Any capital gains on Securities held by a Securityholders who is an Italian resident pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. *ad hoc* annual substitute tax (the "Pension Fund Tax").

Subject to certain limitations and requirements (including *minimum* holding period), capital gains in respect of Securities realized upon sale, transfer or redemption by Italian resident pension fund may be excluded from the taxable base of the Pension Fund Tax, if the Securities are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1, paragraphs 100 - 114 of Law No. 232 and to Article 1, paragraphs 210 – 215, of the Law No. 145.

Capital gains realised by non-Italian-resident Securityholders without a permanent establishment in Italy to which the Securities are effectively connected from the sale or redemption of Securities traded on regulated markets in Italy or abroad are not subject to the substitute tax, regardless of whether the Securities are held in Italy. In such a case, in order to benefit from this exemption from Italian taxation on capital gains, non-Italian resident Securityholders who hold the Securities with an Italian authorised financial intermediary and elect to be subject to the Asset Management Regime or are subject to the Administrative Savings Regime, may be required to file in due time to the Italian authorised financial intermediary an appropriate self-declaration (*autocertificazione*) that they are not resident in Italy for tax purposes.

Capital gains realised by non-Italian resident Securityholders without a permanent establishment in Italy to which the Securities are effectively connected from the sale or redemption of Securities not traded on regulated markets issued by an Italian or non-Italian resident issuer may in certain circumstances be taxable in Italy, if the Securities are held in Italy.

However, where the Securities are not traded on a regulated market in Italy or abroad, pursuant to the provisions of Decree No. 461, non-Italian resident beneficial owners of the Securities with no permanent establishment in Italy to which the Securities are effectively connected are exempt from the substitute tax in the Republic of Italy on any capital gains realised upon sale for consideration or redemption of the Securities if they are resident for tax purposes in a state or territory included in the "**White List**" (i.e. Decree of the Minister of Finance dated 4 September, 1996, as amended and supplemented from time to time and to be updated every six months period according to Article 11, par. 4, let. c) of Legislative Decree April 1st, 1996, No. 239, last amendment made on 23 March 2017). The same exemption applies where the beneficial owners of the Securities are (i) international entities or organisations established in accordance with international agreements ratified by Italy; (ii) certain foreign institutional investors established in countries included in the White List, even if they do not have the status of taxpayers in their own country of residence; or (iii) Central Banks or entities which manage, inter alia, the official reserves of a foreign State. Under these circumstances, if non-Italian residents without a permanent establishment in Italy to which the Securities are effectively connected elect for the Asset Management Regime or are subject to the Administrative Savings Regime, exemption from Italian capital gains tax will apply upon condition that they provide in time with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirement indicated above. Additional statements may be required for non-Italian resident Securityholders who are institutional investors.

Non-Italian resident individuals or entities without a permanent establishment in Italy to which the Securities are connected that may benefit from a double taxation treaty with the Republic of Italy providing that capital gains realised upon the sale or redemption of Securities are to be taxed only in the country of tax residence of the recipient, will not be subject to the substitute tax in the Republic of Italy on any capital gains realised upon the sale or redemption of Securities. In such a case, in order to benefit from this exemption from Italian taxation on capital gains, non-Italian resident Securityholders who hold the Securities with an Italian authorised financial intermediary and elect to be subject to the Asset Management Regime or are subject to the Administrative Savings Regime, may be required to produce in due time to the Italian authorised financial intermediary appropriate documents which include, inter alia, a statement from the competent tax authorities of the country of residence.

Please note that for a non-Italian resident, the Administrative Savings Regime shall automatically apply, unless it is expressly waived this regime, where the Securities are deposited in custody or administration with an Italian resident authorised financial intermediary or permanent establishment in the Republic of Italy of a foreign intermediary.

## **Securities representing debt instruments implying a "use of capital" not having 100 per cent. capital protection guaranteed by the Issuer**

Payments relating to Securities issued by Mediobanca that are not deemed to fall within the category of (a) bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) or of (b) shares or securities similar to shares (*azioni or titoli similari alle azioni*), may qualify as atypical securities (*titoli atipici*) for Italian tax purposes pursuant to Article 5 of Law Decree No. 512 of 30 September 1983 ("**Decree No. 512**"), and are subject to a withholding tax, levied at the rate of 26 per cent.. For this purpose, pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986 ("**Decree No. 917**"), securities similar to bonds are securities that (i) incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and (ii) do not grant to the relevant holders any right to directly or indirectly participate to the management of the issuer or of the business in relation to which they are issued or to control the same management.

Where the Securityholder is (i) an Italian resident individual engaged in an entrepreneurial activity to which the Securities are connected, (ii) an Italian resident company or a similar Italian resident commercial entity, (iii) a permanent establishment in Italy of a foreign entity to which the Securities are effectively connected, (iv) an Italian resident commercial partnership or (v) an Italian resident commercial private or public institution, the 26 per cent. withholding tax applies as provisional withholding tax. In all other cases, including when the Securityholder is a non-Italian resident, the withholding tax is a final withholding tax.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the withholding tax on interest, premium and other income relating to the Securities (which qualify as "atypical" securities as defined above), if such Securities are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) pursuant to Article 1, paragraph 100 -114 of Law No. 232 and to Article 1, paragraphs 210-215, of the Law No. 145.

Double taxation treaties entered into by Italy may apply allowing for a lower (generally 10 per cent. or, in certain cases, nil) rate of withholding tax in case of payments to non Italian resident Securityholders, subject to proper compliance with relevant subjective and procedural requirements.

### **(B) Tax regime of the Securities issued by Mediobanca International**

*The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Securities should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.*

*Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding tax or a tax of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), employment fund's contribution (*contribution au fonds pour l'emploi*), as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, net wealth tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the employment fund's contribution. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.*

#### **1. Tax treatment of the Securities in Luxembourg**

##### ***Luxembourg tax residency of the holders of the Securities***

A holder of the Securities will not become resident, or be deemed to be resident, in Luxembourg by reason only of the holding of the Securities, or the execution, performance, delivery and/or enforcement of the Securities (holding of the Securities includes receipt of interest and repayment of the principal).

### ***Withholding tax***

All payments of arm's length and non-profit participating interest and principal by the relevant Luxembourg Issuer in the context of the holding, disposal, redemption or repurchase of the Securities can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to the application of the Luxembourg law of 23 December 2005 introducing a final withholding tax on certain interest deriving from savings income, as amended (the "**Relibi Law**").

Under the Relibi Law, payments of interest or similar income under the Securities by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax at the rate of 20% (the "**20% Withholding Tax**"), which is the responsibility of the Luxembourg paying agent to apply.

Luxembourg resident individual holders of Securities acting in the course of their private wealth can opt to self-declare and pay a self-assessed 20% withholding tax on receipt of interest payments made by non-Luxembourg paying agents located in an EU Member State other than Luxembourg, or a State of the European Economic Area (the "**Self-Assessed 20% Withholding Tax**"). If such an option is exercised by an individual holder for a fiscal year, that option is irrevocable for that individual holder for that fiscal year, and makes that individual responsible for applying and paying the 20% withholding tax in respect of interest they receive on Securities. For the above purposes, the "paying agent" under the Relibi Law is the economic operator which pays interest or allocates the payment of the interest to the immediate benefit of the beneficial owner – i.e. the last person in the payment chain before the Luxembourg resident individual.

### ***Income taxation of the holders of the Securities***

#### *Taxation of Luxembourg non-residents*

A non-resident individual holder of the Securities not having a permanent establishment or a permanent representative in Luxembourg to which the Securities are attributable is not liable to any Luxembourg income tax, whether he/she receives payments of principal, payments of interest (including accrued but unpaid interest), payments received upon the redemption of the Securities, or realize capital gains on the sale or disposal, in any form whatsoever of any Securities (except in case of profit-participating Securities where the holder has a Substantial Participation (as defined below), unless there is an exemption under a double tax treaty).

A non-resident corporate holder of the Securities or an individual holders of the Securities acting in the course of the management of a professional or business undertaking, that has a permanent establishment or permanent representative in Luxembourg to which or to whom such Securities are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Securities and on any gains realised upon the sale or disposal, in any form whatsoever, of the Securities.

#### *Taxation of Luxembourg residents*

Holders of Securities who are residents of Luxembourg will not be liable to any Luxembourg income tax on repayment of principal.

##### (a) *Individual holders of Securities*

Individual holders of Securities who are residents in Luxembourg, receiving interest in the course of the management of his or her private wealth, are subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Securities, except if (i) 20 % Withholding Tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of the Securities has opted for the application of a Self-Assessed 20 % Withholding Tax in full discharge of income tax in accordance with the Relibi Law.

If either of the above withholding taxes applies to interest on Securities received by such individuals, the withholding tax is a final tax which fully discharges any Luxembourg income tax liability of that individual in relation to that interest.

Such individuals are not subject to taxation on capital gains upon the disposal of the Securities, unless the disposal of the Securities (whether by sale, redemption or exchange) precedes the acquisition of the Securities or the Securities are disposed of within six months of the date of acquisition of these Securities. Upon the sale, redemption or exchange of the Securities, individual Luxembourg resident holders of the Securities must however include the portion of the redemption price corresponding to accrued but unpaid interest in their taxable income except if the individual holders of the Securities have opted for the Self-Assessed 20 % Withholding Tax in full discharge of income tax in accordance with the Relibi Law.

An individual holder of Securities acting in the course of management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the 20 % withholding tax levied in accordance with the Relibi Law would in that case not be treated as final withholding tax but can be credited against his/her final personal income tax liability.

(b) *Corporate holders of Securities*

A corporate holder of Securities must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal (i.e. the difference between the disposal price (including accrued but unpaid interest) and the fiscal value of the Securities disposed of) in any form whatsoever, of the Securities, in its taxable income for Luxembourg income tax assessment purposes.

(c) *Corporate holders benefiting from a special tax regime*

Luxembourg resident companies holders of the Securities which are companies benefiting from a special tax regime, such as (i) family wealth management companies subject to the Luxembourg law of 11 May 2007 on family estate management companies, as amended; (ii) undertakings for collective investment subject to the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended; (iii) specialised investment funds subject to the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; or (iv) companies regulated by the Luxembourg law of 23 July 2016 on reserved alternative investment funds, not investing in risk capital, are exempt from income tax in Luxembourg and thus, income derived from the Securities, as well as gains realised on the sale or disposal, in any form whatsoever, exempt from such tax (the "**Luxembourg Special Tax Regime Treatment**").

***Net wealth tax***

Luxembourg net wealth tax will not be levied on a corporate holder of Securities unless: (i) such holder is, or is deemed to be, resident in Luxembourg for the purpose of the relevant provisions; or (ii) such Security is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in Luxembourg. In respect of individuals, the Luxembourg law of 23 December 2005 abrogating the net wealth tax for individuals and adopting other measures, as amended, has abolished the net wealth tax with effect from 1 January 2006.

A resident corporate holder of Securities or non-resident corporate holder of Securities that maintains a permanent establishment, permanent representative or a fixed place of business in Luxembourg to which such Securities are attributable, is subject to Luxembourg net wealth tax on such Securities, except if such holder is governed by (i) the Luxembourg law of 11 May 2007 on family estate management companies, as amended; (ii) the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended; (iii) the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; (iv) the Luxembourg law of 22 March 2004 on securitisation, as amended; (v) the Luxembourg law of 15 June 2004 on venture capital vehicles, as amended; or (vi) it is a company that is subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds.

However, further to the Luxembourg law of 18 December 2015 on net wealth tax aspects, as amended certain companies such as (i) securitisation companies governed by the Luxembourg law of 22 March 2004 on securitisation, as amended; (ii) risk capital companies governed by the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended; (iii) professional pension institutions in the form of variable capital companies (*sociétés d'épargne-pension à capital variable* - SEPCAVs) or associations (*associations d'épargne-pension* - ASSEPs) governed by Luxembourg the law of 13 July 2005 on institutions for occupational retirement provision in the form of pension savings companies with variable capital and pension savings associations, as amended; and (iv) reserved alternative investment funds under the form of corporations which invest in risk capital, subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds, should fall within the scope of the minimum net wealth tax, which may vary depending on the total amount and

type of assets held. Such minimum net wealth tax may either amount to EUR 4,815 or range between EUR 535 and EUR 32,100 (the "**Luxembourg Minimum Net Wealth Tax**").

#### ***Other taxes***

##### **1. Registration duties**

It is not compulsory that the Securities or subject to any other formality in Luxembourg with any notary, court, or other authority in Luxembourg, in order to ensure the legality, validity, enforceability or admissibility as evidence of any of the Securities in Luxembourg, or that any registration tax, transfer tax, capital tax, stamp duty or any other similar tax or duty be paid in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of Luxembourg) of the Securities.

However, in the event the Securities are registered (or lodged with a notary's records), either voluntarily or by order of a Luxembourg court or official authority, or if they are attached (annexés) to any document subject to mandatory registration in Luxembourg (such as a public deed), a fixed or an ad valorem registration duty of 0.24 per cent calculated on any amounts of loans or other obligations of sums of money mentioned in the Securities will be due. In practice, such kind of registration is rarely ordered by Luxembourg courts and official authorities, but if registration is so required, it may be required that the Securities (and any documents in connection therewith) be translated into French or German.

##### **2. VAT**

There should not be any Luxembourg value added tax payable in respect of payments in consideration for the issuance of the Securities or in respect of the payment of interest or principal under the Securities or the transfer of Securities, provided that Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the relevant Issuer, if for Luxembourg value added tax purposes such services are rendered, or are deemed to be rendered, in Luxembourg and an exemption from Luxembourg value added tax does not apply with respect to such services.

##### **3. Inheritance and gift tax**

No Luxembourg inheritance tax is levied on the transfer of Securities upon the death of a Securities holder in cases where the deceased was not a resident of Luxembourg at the time of his death for inheritance tax purposes.

Luxembourg gift tax will be levied in the event that the gift is made pursuant to a notarial deed signed before a Luxembourg notary or is otherwise registered in Luxembourg.

#### ***Physical settlement – holding of relevant shares***

In case of physical settlement of the Securities, the Security holder will receive assets as described in the Final Terms. The holding of shares issued by the relevant Issuer would lead to the following tax treatment.

#### ***Withholding tax***

Dividends paid by the relevant Luxembourg company to the holders of the relevant shares are as a rule subject to a 15% withholding tax in Luxembourg. However, subject to the provisions of an applicable double tax treaty, the rate of withholding tax may be reduced. Furthermore, a domestic withholding tax exemption may apply if, at the time the dividend is made available, (i) the receiving entity is an eligible company which (ii) has held or commits itself to hold for an uninterrupted period of at least 12 months a participation of at least 10% of the share capital of the relevant Issuer or a participation of an acquisition price of at least EUR 1.2 million. Eligible entities include either a company covered by Article 2 of the EU Council on the common system of taxation applicable in the case of parent companies and subsidiaries of different Member States (2011/96/EU) of 30 November 2011, as amended (the "**PSD**"), or a Luxembourg permanent establishment thereof, or a company resident in a State having concluded a double tax treaty with Luxembourg and subject to a tax corresponding to Luxembourg corporate income tax or a Luxembourg permanent establishment thereof, or a company limited by shares (*société de capitaux*) or a cooperative (*société coopérative*) resident in a State of the European Economic Area other than an EU Member State and liable to a tax corresponding to Luxembourg corporate income tax or a Luxembourg permanent establishment thereof, or a Swiss company limited by share capital which is effectively subject to corporate income tax in Switzerland without benefiting from an exemption.

Further to the Luxembourg law of 18 December 2015 introducing changes to the Luxembourg corporate income tax and net wealth tax, a general anti-abuse rule (the "GAAR") was introduced under which access to the participation exemption on dividends is limited when there is an arrangement or a series of arrangements which, having been put into place for the main purpose or one of the main purposes of obtaining a tax advantage that defeats the object or purpose of the PSD, and are not genuine having regard to all relevant facts and circumstances. An arrangement may comprise more than one step or part and shall be regarded as not genuine to the extent that they are not put into place for 'valid commercial reasons' which reflect economic reality.

The Luxembourg tax administration have not defined the meaning of 'valid economic reasons', but in practice is generally identified with substance.

Should such GAAR apply in case of such dividend distributions the above described withholding tax exemption should not be available.

#### *Income Tax*

##### (a) *Luxembourg resident individual holder of the relevant shares*

Dividends derived from the relevant shares by resident individual holders, who act in the course of the management of either their private wealth or their professional or business activity, are subject to income tax at the progressive ordinary rate. Such dividend may benefit from the 50% exemption set forth in Article 115.15a. of the Luxembourg income tax law of 4 December 1967, as amended (the "LITL"), subject to the fulfillment of the conditions set out therein. A (partial) tax credit may be further granted for withholding taxes, if any.

Capital gains realized on the disposal of the relevant shares by such resident individual holders, should not be subject to income tax, unless said capital gains qualify either as speculative gains or as gains on a Substantial Participation (as defined below). Capital gains on such shares are deemed to be speculative gains and are subject to income tax at ordinary income tax rates if such shares are disposed of within 6 months after their acquisition or if their disposal precedes their acquisition. A participation is deemed to be substantial where a resident individual holder of such shares has either alone or together with his spouse and/or underage children, held directly or indirectly at any time within the 5 years preceding the disposal, more than 10% of the share capital of the relevant company. A holder of such shares is also deemed to alienate a substantial participation if he acquired free of charge, within the 5 years preceding the transfer, a participation that was constituting a substantial participation in the hands of the transferor (or any of the successive transferor in case of successive transfers free of charge within the same 5-year period) (the "**Substantial Participation**"). Capital gains realized on a Substantial Participation more than 6 months after the acquisition thereof are subject to income tax according to the half-global rate method. A disposal may include a sale, an exchange, a contribution or any other kind of alienation of the relevant shares.

##### (b) *Luxembourg resident corporate holders of the relevant shares*

Dividends and other payments derived from the relevant shares and paid to a Luxembourg fully taxable resident company are subject to income tax, unless the conditions of the participation exemption regime, as described below, are satisfied. If these conditions are not met, under current Luxembourg tax laws, 50% of the gross amount of dividends received on the relevant shares may be exempt from income tax pursuant to Article 115 15a. of the LITL. A (partial) tax credit may be further granted for withholding taxes, if any.

Under the participation exemption regime, dividends derived from the relevant shares may be exempt from income tax at the level of the holder of such shares, except for the amount of the expenses which directly relate to this shareholding and which have reduced the Luxembourg fully taxable resident company's taxable basis in the year of receipt of the dividend and the depreciation over such shareholding consecutive to the dividend distribution (under conditions), if cumulatively, (i) the holder of such shares is a Luxembourg resident fully taxable company, or a Luxembourg permanent establishment of a company covered by Article 2 of the PSD, or a Luxembourg permanent establishment of a company limited by share capital resident in a country having a tax treaty with Luxembourg, or a Luxembourg permanent establishment of a limited company or a cooperative company resident in the European Economic Area other than a EU member state, (ii) the beneficiary has held or commits itself to hold such shares for an uninterrupted period of at least 12 months at the time of the distribution, (iii) during this whole period, such shares represent a participation of at least 10% in the share capital of the relevantly company or a participation of an acquisition price of at least EUR 1.2 million.

In case the GAAR applies, such dividend distributions may not be exempt.

Additionally, based on the GAAR's "mirror rule" and on the anti-hybrid rule, where dividends received by a Luxembourg company give place to a deductible charge at the level of an EU subsidiary, said dividends should neither be tax exempt in Luxembourg.

Capital gains realized by a Luxembourg fully taxable resident company on the relevant shares are subject to income tax at ordinary rates. However, under the participation exemption regime, capital gains realized on such shares may be exempt from income tax, except for the amount of expenses which directly relate to this shareholding and which have reduced the Luxembourg fully taxable resident company's taxable basis in the year of disposal and prior years, if the above mentioned conditions are met except that the acquisition price threshold is EUR 6 million for capital gains purposes. Taxable gains are determined as being the difference between the price for which such shares have been disposed of and the fiscal value.

For net wealth tax purposes, the relevant shares should be fully exempt in the hands of a Luxembourg fully taxable resident company under the same conditions (with exception to the minimum holding period that does not apply). Such companies should be still subject at least to Luxembourg Minimum Net Wealth Tax.

(c) *Luxembourg resident companies benefiting from a special tax regime*

Certain corporate holders of the relevant shares may be subject to the Luxembourg Special Tax Regime Treatment.

(d) *Luxembourg non-resident holders of the relevant shares*

Non-resident holders of the relevant shares who have neither a permanent establishment nor a permanent representative in Luxembourg to which such shares are attributable are generally not liable to any Luxembourg income tax, whether they receive payments of dividends or realize capital gains upon sale of such shares, except for capital gains realized on a Substantial Participation (see above under section (a)) before the acquisition or within the first 6 months of the acquisition thereof that are subject to income tax in Luxembourg at ordinary rates (subject to applicable double tax treaties).

(e) *Permanent establishment of Luxembourg non-resident holders of the relevant shares*

Dividends received by a Luxembourg permanent establishment or a permanent representative of a non-resident holders of the relevant shares to which such shares are attributable, as well as capital gains realized on such shares, are subject to Luxembourg income tax, unless the conditions of the participation exemption regime are satisfied (see above under section (b)). Dividends deriving from shares that do not qualify for the 100% exemption and received by a Luxembourg permanent establishment or permanent representative may benefit from the 50% exemption of the gross amount as described above according to Article 115.15a. of the LITL. A (partial) tax credit may be further granted for withholding tax, if any.

#### 4. **Tax treatment of the Securities in Italy for Italian resident investors**

Any gain obtained from the sale or the exercise of the Securities representing derivative financial instruments or bundles of derivative financial instruments would be subject to the same tax regime as described under (A) "Italian tax regime of the Securities issued by Mediobanca", paragraph "*Tax on income and capital gains*", above.

Where an Italian resident Securityholder is an individual who was not tax resident of Italy for at least 9 of the past 10 years, transferred the tax residence to Italy and opted, through a ruling procedure, for the application of an EUR 100,000 substitute tax on his/her annual foreign-sourced income pursuant to Article 24-*bis* of Decree No. 917, as introduced by the Law No. 232 of 11 December 2016, the payment of such substitute tax will be substitutive of any income tax due on the foreign-sourced income, including capital gains on the sale or redemption of Securities held out of the Italian territory.

In case Securities representing debt instruments implying a "use of capital" do not guarantee the total reimbursement of the principal, under Italian tax law they should qualify as "atypical securities" pursuant to Law Decree No. 512, payments in respect of such Securities received by Italian resident individual Securityholders would be subject to the following regime:

- (a) if the Securities are placed (*collocati*) in Italy, payments made to individual investors holding the Securities not in connection with an entrepreneurial activity will be subject to a 26 per cent. final withholding tax. This withholding tax is levied by the entrusted Italian resident bank or financial intermediary, if any, that is involved in the collection of payments on the Securities, in the repurchase or

in the transfer of the Securities. However, if the Securities are beneficially owned by non-Italian residents are deposited with an Italian bank or other resident financial intermediary (or permanent establishment in Italy of foreign financial intermediary) or are sold through an Italian bank or other resident financial intermediary (or permanent establishment in Italy of foreign financial intermediary) or in any case an Italian resident financial intermediary (or permanent establishment in Italy of foreign financial intermediary) intervenes in the payment relating to the Securities, to ensure payment without application of Italian taxation a non-Italian resident Noteholder may be required to produce to the Italian bank or other financial intermediary a statement (*autocertificazione*) stating that he or she is not resident in Italy for tax purposes;

- (b) if the Securities are not placed (*collocati*) in Italy or in any case where payments on the Securities are not received through an entrusted Italian resident bank or financial intermediary (that is involved in the collection of payments on the Securities, in the repurchase or in the transfer thereof) and no withholding tax is levied, the individual beneficial owners (not engaged in a business activity to which the Securities are effectively connected) will be required to declare the payments in their income tax return and subject them to a final substitute tax at a rate of 26 per cent. The Italian individual Securityholder may elect instead to pay ordinary personal income tax at the progressive rates applicable to them in respect of the payments; if so, the Italian individual Securityholder should generally benefit from a tax credit for withholding taxes applied outside Italy, if any.

The 26 per cent. withholding tax does not apply to payments made to an Italian resident Securityholder which is (i) an Italian resident commercial partnership, (ii) an Italian resident company or a similar Italian resident commercial entity (including the Italian permanent establishment of foreign entities to which the Program Securities are effectively connected) and (iii) a commercial private or public institution. In particular, in such cases, payments must be included in the relevant Securityholder's annual income tax return to be therefore subject to ordinary Italian business income taxation (and, in certain circumstances, depending on the status of the Securityholder, also to IRAP) and the beneficial owners should be generally entitled to a tax credit for any withholding tax applied outside Italy.

### **(C) Irish Taxation of the Securities issued by Mediobanca and Mediobanca International**

The following is a summary of the Irish withholding tax treatment of the Securities. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities.

The summary is based upon the laws of Ireland and the published practices of the Revenue Commissioners of Ireland as in effect on the date of this Base Prospectus. Prospective investors in the Securities should consult their own advisers as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Securities including, in particular, the effect of any state or local law taxes, if applicable.

#### **Irish Withholding Tax**

Irish withholding tax applies to certain payments including payments of:

- Irish source yearly interest (yearly interest is interest that is capable of arising for a period in excess of one year);
- Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and
- Distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish tax;

at the standard rate of income tax (currently 20 per cent).

On the basis that the relevant Issuer is not resident in Ireland for the purposes of Irish tax, nor does the relevant Issuer operate in Ireland through a branch or agency with which the issue of the Securities is connected, nor are the Securities held in Ireland through a depository or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the Securities, such payments should not be regarded as payments having an Irish source for the purposes of Irish taxation.

Accordingly, the relevant Issuer or any paying agent acting on behalf of the relevant Issuer (save as described at Irish Encashment Tax below) should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Securities.

Separately, for as long as the Securities are quoted on a stock exchange, an investor should not be obliged to deduct any amount on account of Irish tax from a payment made by it in connection with the purchase of the Securities.

### **Irish Encashment Tax**

Payments on any Securities paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Securities will be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Securities entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

#### **5. Payments made by the Guarantor under the Guarantee**

There is no express position of the Italian tax authorities on the tax treatment applicable on payments performed by a guarantor *in lieu* of the Issuer.

In principle, whilst payments made by the Italian Guarantor to the holders of Securities in order to refund the amount invested in the Securities should not give rise to any tax liability since they do not qualify as payments of income; payments made by the Italian Guarantor to the holders of Securities in relation to proceeds due on the Securities by the issuer, may give rise to Italian tax liability.

According to a certain interpretation of Italian tax law, payments of interest performed by the Guarantor would have the same legal nature of that originally payable by the issuer and thus could be treated, in certain circumstances, as a payment made by the issuer and thus be subject to the tax regime described in the previous paragraph (A) in case of an Italian issuer and paragraph (B) in case of a non-Italian issuer. Conversely, according to a different interpretation of the law the payments performed by the Guarantor change the nature of the amounts due since the Guarantor pays the relevant amount in relation to a different and new legal title and thus the relevant tax treatment of the payments shall be examined based on such new legal title and on the nature and residence of the recipient.

#### **(D) General Provisions applicable in Italy to both Mediobanca and Mediobanca International Issues**

##### **Tax monitoring**

Pursuant to Italian Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, as amended from time to time, Italian resident individuals, non-commercial entities, non-commercial partnerships and similar entities, who are the beneficial owners of investments abroad or of foreign financial assets (including Securities held abroad and/or Securities issued by a non-Italian resident issuer), must, in certain circumstances, report the amount of Securities issued by Mediobanca or Mediobanca International held abroad during each tax year to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time prescribed for the income tax return).

The above reporting requirement does not apply with respect to (i) foreign investments (including the Securities) deposited for management with Italian financial intermediaries or relevant contracts entered into through their intervention, upon condition that any related income has been subject to tax by such financial intermediaries, or (ii) if the foreign investments are exclusively composed of deposits and/or bank accounts and their aggregate value does not exceed EUR 15,000 threshold throughout the year.

##### **Inheritance and gift taxes**

Pursuant to Law Decree No. 262 of 3 October 2006, as converted in law, with amendments, by Law No. 286 effective from 24 November 2006, transfers of any valuable asset (including the Securities) as a result of death or donation (or other transfer for no consideration) of Italian residents and of non-Italian residents, but in such latter case limited to assets held within the Italian territory (which, for presumption of law, includes Securities issued by Italian resident issuers), are generally taxed in Italy as follows:

- (i) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding EUR 1,000,000.00 for each beneficiary;
- (ii) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift;
- (iii) transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding EUR 100,000.00 for each beneficiary; and
- (iv) any other transfer is subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the beneficiary has a serious disability recognised by law, inheritance and gift taxes apply on its portion of the net asset value exceeding EUR 1,500,000.00.

The *mortis causa* transfer of financial instruments (including the Securities) as a result of death is exempt from inheritance tax when such financial instruments are included in a long-term savings account (*piano individuale di risparmio a lungo termine*), that meets the requirements set forth in Article 1, paragraphs 100 - 114 of Law No. 232 and Article 1, paragraphs 210 - 215 of Law No. 145.

### **Transfer tax**

Contracts relating to the transfer of Securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of EUR 200; (ii) private deeds are subject to registration tax at rate of EUR 200 only in case of use or voluntary registration or if the so-called "*caso d'uso*" or "*enunciazione*" occurs.

### **Stamp duty**

Pursuant to Article 13 par. 2<sup>ter</sup> of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972, a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to its clients in respect of any financial product and instrument, including the Securities, which may be deposited with such financial intermediary in Italy. The stamp duty applies at a rate of 0.2 per cent. and it cannot exceed EUR 14,000 for taxpayers which are not individuals. This stamp duty is determined on the basis of the market value or, if no market value figure is available, on the basis of face value or redemption value.

The statement is deemed to be sent at least once a year, including with respect to the instruments for which is not mandatory nor the deposit nor the release nor the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable based on the period accounted.

Pursuant to the law and the implementing decree issued by the Italian Ministry of Economy on 24th May, 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June, 2012) of an entity that exercises a banking, financial or insurance activity in any form within the Italian territory.

### **Wealth Tax on securities deposited abroad**

Pursuant to Article 19 of Decree No. 201 of 6 December 2011, Italian resident individuals holding financial instruments, including the Securities, outside the Italian territory are required to declare them in their own annual tax return and pay a wealth tax at the current rate of 0.20 per cent.

This tax is calculated on the market value of the Securities at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due). The financial assets held abroad are excluded from the scope of the wealth tax, if such financial assets are administered by Italian financial intermediaries pursuant to an administration agreement.

## Italian Financial Transaction Tax

Where the Issuer decides to redeem the Securities at their maturity by delivering shares or other equity-like instruments to the investor, an Italian Financial Transaction Tax ("IFTT") may apply. In particular, Article 1(491) of Law No. 228 of 24 December 2012 (the "**Stability Law for 2013**") as amended by Law Decree of 21 June 2013, No. 69, introduced a stamp duty-like IFFT of 0.2 per cent. on the transfer of shares and other equity-like instruments issued by Italian resident entities (for this purpose, residence must be determined on the basis of the location of the entity's registered office). This also encompasses any financial instruments that have such shares or equity-like instruments as their underlying assets, irrespective of the issuer's residence. The IFFT applies even if the transfer takes place outside Italy and/or any of the parties to the transaction are not resident in Italy.

The IFFT rate is reduced by half to 0.1 per cent. if the transfer takes place on a regulated market or multilateral trading system. The IFFT is determined with reference to the net daily balance of purchase and sale transactions performed by the same person in the same financial instrument. In particular, the taxable base is determined by multiplying: (i) the number of securities corresponding to the sum of the net daily balance of purchase and sale transactions for each financial instrument for which there are net purchases (as opposed to net sales); and (ii) the weighted average price of the purchases of such financial instruments carried out on the relevant day.

Article 1(492) of the Stability Law for 2013 introduces a fixed levy IFFT that applies to all transactions involving equity derivatives which have Italian shares, Italian equity-like instruments or Italian equity-related instruments as their underlying assets. An equity derivative is subject to the IFFT if the underlying or reference value consists of more than 50 per cent., of the market value of Italian shares, Italian equity-like instruments or Italian equity-related instruments, as measured on either: (i) the date of issuance, for financial instruments traded on regulated markets or on multilateral trading systems; or (ii) the date when the relevant contract is entered into in all other cases. The IFFT applies even if the transfer takes place outside Italy and/or any of the parties to the transaction are not resident in Italy.

The amount of tax due depends on the type of derivative instrument and on the contract's value, but is subject to a maximum of EUR 200. This IFFT is reduced to 1/5 of the relevant amount if the transfer takes place on a regulated market or multilateral trading system. If a derivative is equity-settled, the consequent share transaction is ordinarily subject to the IFFT under Article 1(491) of the Stability Law for 2013.

The IFFT under Article 1(491) of the Stability Law for 2013 is due by and borne by the (ultimate) transferee of the shares or equity-like instruments. The IFFT under Article 1(492) of the Stability Law for 2013 is due by each party involved in the relevant transaction. The IFFT must be paid and accounted for to the Italian tax authorities by any intermediary intervening in any way in the execution of such transactions, e.g. banks, fiduciary companies or investment firms licensed to provide investment services on a professional basis to the public in accordance with Article 18 of Italian Legislative Decree No. 58 of 24 February 1998, including non-Italian resident intermediaries. However, the Stability Law for 2013 provides that such an intermediary is permitted to refrain from executing the relevant transaction until they have received the amount of IFFT due on the transaction from the relevant person referred to above. Non-Italian resident intermediaries may appoint an Italian withholding agent as a tax representative in order to take care of the compliance regarding the IFFT. In the event that several financial intermediaries are involved, the obligation to make the payment of the IFFT to the Italian tax authorities falls on the party that directly receives the transaction order from the parties. If no intermediary is involved in a transaction, the relevant parties referred to above must pay the IFFT due directly to the Italian tax authorities.

A 0.02 per cent IFFT has also been introduced on high frequency trading carried out on the Italian financial market.

Some exemptions may apply.

IFTT should not apply to Securities which qualify as atypical securities (*titoli atipici*). However, an official position of the Italian tax authorities in this regard is not available.

### (E) Proposed European Financial Transactions Tax (FTT)

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the Securities (including secondary market transactions) in certain circumstances.

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

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be amended prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

#### **(F) The Foreign Account Tax Compliance Act**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. The Issuers are foreign financial institutions for these purposes.

A number of jurisdictions (including Ireland, Italy and Luxembourg) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Securities (as described under "*Terms and Conditions – Further Issues*") that are not distinguishable from previously issued Securities are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all such Securities, including those Securities offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Securityholders should consult their own tax advisors regarding how these rules may apply to their investment in the Securities.

## GENERAL INFORMATION

### (1) Listing and Admission to Trading

The Central Bank of Ireland has approved this Base Prospectus as a base prospectus. Application has also been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Securities issued under the Programme to be listed on the Official List and admitted to trading on the regulated market of the Euronext Dublin Euronext Dublin's regulated market is a regulated market for the purposes of the Directive 2014/65/EU as amended.

However, Securities may be issued pursuant to the Programme which will not be listed or admitted to trading on Euronext Dublin or any other stock exchange or trading venue or which will be listed or admitted to trading on such stock exchange or market or multilateral trading facility as the Issuers and the relevant Dealer(s) may agree.

The Central Bank of Ireland may, at the request of the relevant Issuer, send to the competent authority of another European Economic Area member state: (i) a copy of this Base Prospectus; (ii) an Attestation Certificate; and (iii) if so required by such competent authority, a translation of the section of this Base Prospectus headed "*Summary of the Programme*".

- (2) Each Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in Ireland and the Republic of Italy in connection with the establishment and update of the Programme and the issue and performance of the Securities and the guarantee relating to them. The establishment of the Programme, including the giving of the Guarantee, was authorised by a resolution adopted by the Executive Committee of Mediobanca passed on 20 September 2018 and the decision (*determina*) assumed by the General Manager (*Direttore Generale*) of Mediobanca on 6 June 2019 and a circular resolution of the Board of Directors of Mediobanca International passed on 9 July 2019.
- (3) The price and amount of Securities to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
- (4) Save as disclosed in this Base Prospectus at page 536 (*Judicial proceedings and inspections in course*), Mediobanca International (where Mediobanca International is the relevant Issuer) is not and none of Mediobanca and its consolidated subsidiaries (where Mediobanca is the relevant Issuer or the Guarantor) is or has been involved in any governmental, legal, arbitration or administrative proceedings in the 12 months preceding the date of this document relating to claims or amounts which may have, or have had in the recent past, a significant effect on the Mediobanca Group's financial position or profitability and, so far as Mediobanca or, as the case may be, Mediobanca International is aware, no such litigation, arbitration or administrative proceedings are pending or threatened.
- (5) Neither Mediobanca nor Mediobanca International nor any of Mediobanca's subsidiaries has entered into any contracts in the last two years outside the ordinary course of business that have been or may reasonably be expected to be material to such Issuer's ability to meet its obligations to Securityholders.
- (6) In the case of Mediobanca since 30 June 2018 (being the last day of the financial period in respect of which the most recent audited annual financial statements of Mediobanca have been prepared) there has been no material adverse change in the prospects of Mediobanca or its subsidiaries.
- (7) In the case of Mediobanca International since 30 June 2018 (being the last day of the financial period in respect of which the most recent and available audited financial statements of Mediobanca International have been prepared) there has been no material adverse change in the prospects of Mediobanca International.
- (8) There have been no significant changes to the financial or trading position of Mediobanca or the other companies forming part of the Group since the most recent financial information available was disclosed in the financial statements as at 31 December 2018.
- (9) There have been no significant changes to the financial or trading position of Mediobanca International since the most recent financial information available was disclosed in the non-consolidated financial statements as at 31 December 2018.

- (10) For so long as the Programme remains in effect or any Securities remain outstanding, the following documents will be available in electronic form (unless the investor requests physical copies), and in the case of paragraphs (vii), (viii), (ix), (x), (xi) and (xii) below, may be obtained free of charge during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the office of the Fiscal Agent and the Paying Agent:
- (i) the Issue and Paying Agency Agreement;
  - (ii) the Deeds of Covenant;
  - (iii) the Deed of Guarantee;
  - (iv) the Programme Manual (being a manual signed for the purposes of identification by the Issuers and the Fiscal Agent, containing suggested forms and operating procedures for the Programme, including the forms of the Securities in global and definitive form);
  - (v) the By-laws (*Statuto*) of Mediobanca and articles of incorporation of Mediobanca International;
  - (vi) the Mediobanca Registration Document;
  - (vii) the published annual financial statements of Mediobanca International as at and for the years ended 30 June 2018 and 2017;
  - (viii) the consolidated annual financial statements of Mediobanca as at and for the years ended 30 June 2018 and 2017;
  - (ix) the unaudited consolidated interim financial report for the six months ended 31 December 2018 of Mediobanca;
  - (x) the unaudited non-consolidated interim financial report for the six months ended 31 December 2018 of Mediobanca International;
  - (xi) Final Terms for Securities which are listed on Euronext Dublin or any other stock exchange or market;
  - (xii) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus.
- (11) Physical copies of the latest annual consolidated financial statements of Mediobanca and annual financial statements of Mediobanca International may be obtained upon request at the specified office of the Paying Agent during normal business hours, so long as any of the Securities is outstanding.
- (12) The Issuers do not intend to provide any post-issuance information in relation to any assets underlying issues of Securities constituting derivative securities, except if required by any applicable laws and regulations.
- (13) The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Securities allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Securities are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.
- (14) The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of Monte Titoli S.p.A. is Piazza degli Affari 6, 20123 Milan, Italy.
- (15) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, Mediobanca and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including

bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of Mediobanca or Mediobanca's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with Mediobanca routinely hedge their credit exposure to Mediobanca consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities issued under the Programme. Any such short positions could adversely affect future trading prices of Securities issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph the term "affiliates" includes also parent companies.

- (16) With respect to Article 3 (2) of the Prospectus Directive the Issuers consent, to the extent and under the conditions, if any, indicated in the Final Terms, to the use of the Base Prospectus as long as the Base Prospectus is valid in accordance with Article 9 of the Prospectus Directive and accepts responsibility for the content of the Base Prospectus also with respect to subsequent resale or final placement of the Securities by any Dealer and/or financial intermediary which was given consent to use the prospectus.

Such consent may be given to all (general consent) or only one or more (individual consent) specified Dealers and/or financial intermediaries and/or for a limited or indefinite period, as stated in the Final Terms, and for Ireland and/or Luxembourg (as indicated in the relevant Final Terms) as member states in which the Base Prospectus has been passported and which will be indicated in the relevant Final Terms.

Such consent by the Issuers is subject to each Dealer and/or financial intermediary complying with the terms and conditions described in this Base Prospectus and the relevant Final Terms as well as any applicable selling restrictions. The distribution of this Base Prospectus, any supplement to this Base Prospectus, if any, and the relevant Final Terms as well as the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law.

Each Dealer and/or each financial intermediary, if any, and/or each person into whose possession this Base Prospectus, any supplement to this Base Prospectus, if any, and the relevant Final Terms come are required to inform themselves about and observe any such restrictions. The Issuers reserve the right to withdraw its consent to the use of this Base Prospectus in relation to certain Dealers and/or each financial intermediary.

**In case of an offer being made by a Dealer or a financial intermediary, such Dealer or financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made.**

**If the Final Terms state that the consent to use the Base Prospectus is given to all Dealers or financial intermediaries (general consent), any Dealer or financial intermediary using the Base Prospectus is required to state on its website that it uses the Base Prospectus in accordance with the consent and the conditions attached thereto.**

If the Final Terms state that the consent to use the prospectus is given to one or more specified Dealers or financial intermediaries (individual consent), any new information with respect to Dealers or financial intermediaries unknown at the time of the approval of the Base Prospectus or the filing of the Final Terms will be published on the website [www.mediobanca.it](http://www.mediobanca.it).

