



PROSPECTUS SUPPLEMENT NO. 13

TO THE BASE PROSPECTUS DATED 13 JANUARY 2023

GOLDMAN, SACHS & CO. WERTPAPIER GMBH
(Incorporated with limited liability in Germany)

as Issuer

GOLDMAN SACHS FINANCE CORP INTERNATIONAL LTD
(Incorporated with limited liability in Jersey)

as Issuer

GOLDMAN SACHS INTERNATIONAL
(Incorporated with unlimited liability in England)

as Issuer and, in respect of certain Securities only, as Guarantor

THE GOLDMAN SACHS GROUP, INC.
(A corporation organised under the laws of the State of Delaware)

in respect of certain Securities only, as Guarantor

**SERIES P PROGRAMME FOR THE ISSUANCE OF
WARRANTS, NOTES AND CERTIFICATES**

This Prospectus Supplement

This prospectus supplement (the "**Prospectus Supplement**") to the base prospectus dated 13 January 2023 prepared by Goldman, Sachs & Co. Wertpapier GmbH ("**GSW**") as issuer, Goldman Sachs Finance Corp International Ltd ("**GSFCI**") as issuer, Goldman Sachs International ("**GSI**") as issuer and as guarantor in respect of certain Securities only and The Goldman Sachs Group, Inc. ("**GSG**") as guarantor in respect of certain Securities only (the "**Original Base Prospectus**") under their Series P programme for the issuance of warrants, notes and certificates with respect to the Securities (the "**Programme**"), constitutes a supplement to the Base Prospectus for the purposes of Article 23(1) of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**") and should be read in conjunction with Prospectus Supplement No. 1 to the Original Base Prospectus dated 30 January 2023, Prospectus Supplement No. 2 to the Original Base Prospectus dated 14 February 2023, Prospectus Supplement No. 3 to the Original Base Prospectus dated 15 March 2023, Prospectus Supplement No. 4 to the Original Base Prospectus dated 5 May 2023, Prospectus Supplement No. 5 to the Original Base Prospectus dated 12 May 2023, Prospectus Supplement No. 6 to the Original Base Prospectus dated 12 June 2023, Prospectus Supplement No. 7 to the Original Base Prospectus dated 20 July 2023, Prospectus Supplement No. 8 to the Original Base Prospectus dated 26 July 2023, Prospectus Supplement No. 9 to the Original Base Prospectus dated 18 August 2023, Prospectus Supplement No. 10 to the Original Base Prospectus dated 6 September 2023, Prospectus Supplement No. 11 to the Original Base Prospectus dated 19 September 2023 and Prospectus Supplement No. 12 to the Original Base Prospectus dated 11 October 2023 (the Original Base Prospectus as so supplemented, the "**Base Prospectus**"). On 13 January 2023, the Original Base Prospectus was approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") for the purposes of Article 6 of the Luxembourg Law dated 16 July 2019 on prospectuses for securities and by the Luxembourg Stock Exchange pursuant to the rules and regulations of the Luxembourg Stock Exchange for the Luxembourg Stock Exchange's Euro MTF market.

Terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement unless otherwise defined herein. This Prospectus Supplement shall form part of and be read in conjunction with the Base Prospectus.

The sections entitled "*Form of Pricing Supplement (Instruments)*" and "*Form of Pricing Supplement (Notes)*" of the Base Prospectus were outside the scope of the review and approval of the Original Base Prospectus by the CSSF. Consequently, paragraph 7 (*Amendments to the section entitled "Form of*

Pricing Supplement (Instruments)") and paragraph 8 (*Amendments to the section entitled "Form of Pricing Supplement (Notes)"*) of this Prospectus Supplement will not be subject to the review or approval of the CSSF.

Right of withdrawal

In accordance with Article 23(2) of the EU Prospectus Regulation, investors in the European Economic Area who have already agreed to purchase or subscribe for Securities issued under the Base Prospectus before this Prospectus Supplement is published and where the Securities have not yet been delivered to them at the time when the significant new factor, material mistake or material inaccuracy to which this Prospectus Supplement relates, arose or was noted have the right, exercisable until October 24 2023, which is two working days after the publication of this Prospectus Supplement, to withdraw their acceptances. Investors may contact the relevant Authorised Offeror(s) (as set out in the Final Terms of the relevant Securities) should they wish to exercise such right of withdrawal.

Responsibility

Each of GSI, GSW, GSFCI and GSG accepts responsibility for the information given in this Prospectus Supplement and confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus Supplement is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect its import.

Purpose of this Prospectus Supplement

The purpose of this Prospectus Supplement is to make certain changes to the information in the "*General Terms and Conditions of the Instruments*", "*General Terms and Conditions of the Notes*", "*Introduction to the Credit Linked Conditions*", "*Credit Linked Conditions*", "*Form of Final Terms (Instruments)*", "*Form of Final Terms (Notes)*", "*Form of Pricing Supplement (Instruments)*", and "*Form of Pricing Supplement (Notes)*" sections of the Base Prospectus.

This Prospectus Supplement will be available on the website of the Luxembourg Stock Exchange at www.luxse.com.

Amendments and updates to certain information in the Base Prospectus

The Base Prospectus is amended and supplemented as follows:

1. Amendments to the section entitled "General Terms and Conditions of the Instruments"

The information in the section entitled "*General Terms and Conditions of the Instruments*" is amended and supplemented by:

- (a) deleting the definition of "Interest Payment Date" in General Instrument Condition 2(a) (*Definitions*) on page 217 of the Base Prospectus in its entirety and replacing it with the following:

"Interest Payment Date" means each date specified as such in the relevant Issue Terms, provided that if the relevant Issue Terms specify that such date is subject to adjustment in accordance with a Business Day Convention, if such date is not a Business Day, it shall be adjusted in accordance with the Business Day Convention, and if the Business Day Convention is the Floating Rate Convention and an interval of a number of calendar months is specified in the relevant Issue Terms as the Specified Period, each of such dates as may occur in accordance with the Floating Rate Convention at such Specified Period following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case), unless: (i) the relevant Issue Terms specify "BRL FX Conditions" or "FX Security Conditions" to be applicable, in which case, "Interest Payment Date" has the meaning given to it in the Coupon Payout Conditions, or (ii) the relevant Issue Terms specify "Deferred Interest Payments (Optional Redemption Date (Call))" to be applicable, in which case, "Interest Payment Date" means the earlier of (a) the Optional Redemption Date (Call) following the Call Option Notice Date corresponding to such Optional

Redemption Date (Call) in respect of which a Call Option Notice has been given, and (b) the Maturity Date;"

- (b) deleting the definition of "Non-scheduled Early Repayment Amount" in General Instrument Condition 2(a) (*Definitions*) on page 322 of the Base Prospectus in its entirety and replacing it with the following:

"**Non-scheduled Early Repayment Amount**" means:

- (i) in respect of a Certificate, if "**Par plus accrued**" is specified in the relevant Issue Terms, on any day, an amount in the Settlement Currency equal to the Nominal Amount of a Certificate plus, if applicable, any accrued interest to (but excluding) the date of redemption or settlement of the Certificates, as determined by the Calculation Agent; or
- (ii) if "**Fair Market Value**" is specified in the relevant Issue Terms, , on any day, an amount, in the Settlement Currency, which shall be determined by the Calculation Agent in accordance with paragraph (A) or (B) as applicable:

(A) in the case of a Non-scheduled Early Repayment Amount being payable due to the occurrence of an Event of Default and with respect to an Instrument, on any day, an amount which shall be determined by the Calculation Agent as the fair market value of the Instruments as of that day, determined by reference to such factors as the Calculation Agent considers to be appropriate including, without limitation (a) market prices or values for any Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time taking into account the bid or offer prices of any Underlying Asset(s) and such other relevant economic variables; (b) the remaining term of the Instruments had they remained outstanding to the date of redemption or settlement and/or any scheduled early redemption or settlement date; (c) if applicable, accrued interest; (d) internal pricing models of the Issuer and its affiliates, and provided that, for such purpose:

- (1) the Calculation Agent shall assume that the Issuer is a Qualified Financial Institution or, if the Calculation Agent determines that no Qualified Financial Institution exists, the Calculation Agent shall assume the Issuer is an Eligible Financial Institution which has, at that time, (a) outstanding debt obligations with a stated maturity of one year or less from the date of issue and (b) the highest rating assigned to such outstanding debt obligations by Standard & Poor's Ratings Group or Moody's Investor Service, Inc. or any successor of either entity, provided that if both entities no longer exist, an entity selected by the Calculation Agent in its reasonable discretion; and
- (2) if the relevant Issue Terms specifies "Adjusted for Issuer Expenses and Costs" as applicable, the Calculation Agent shall adjust such amount fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging arrangements, as determined by the Calculation Agent; or

(B) otherwise, on any day, an amount in the Settlement Currency, which shall be determined by the Calculation Agent as the fair market value of the Instrument on the second Business Day prior to the date of redemption or settlement, determined by reference to such factors as the Calculation Agent considers to be appropriate including, without limitation (a) market prices or values for any Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time taking into account the bid or offer prices of any Underlying Asset(s) and such other relevant economic variables; (b) the remaining term of the Instruments had they remained outstanding to the date of redemption or settlement and/or any scheduled early redemption or settlement date; (c) if applicable, accrued interest; (d) internal

pricing models of the Issuer and its affiliates; and (e) the hypothetical cost of the Issuer of re-establishing the funding provided by the Instruments, and provided that, for such purpose, if the relevant Issue Terms specifies "Adjusted for Issuer Expenses and Costs" as applicable, the Calculation Agent shall adjust such amount fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging arrangements, as determined by the Calculation Agent; or

- (iii) if "**Redemption at the option of the Issuer**" is specified to be applicable in the relevant Issue Terms and "Linearly Accreted Value" is specified to be applicable in the relevant Issue Terms, in respect of any day (being the "**Relevant Day**" for the purpose of determining the Non-scheduled Early Repayment Amount) shall be an amount in the Settlement Currency calculated by the Calculation Agent in accordance with the following formula:

$$PFRA + \left[(FFRA - PFRA) \times \frac{N(\text{PFRD})}{N(\text{PFRD}, \text{FFRD})} \right]$$

Where:

"**N (Prior Fixed Recovery Date)**" or "**N(PFRD)**" means, in respect of the Relevant Day, the number of calendar days falling in the period commencing on, but excluding, the Optional Redemption Date (Call) immediately preceding the Relevant Day (or if there is no Optional Redemption Date (Call) preceding the Relevant Day, the Issue Date) and ending on, and including, the Relevant Day.

"**N (Prior Fixed Recovery Date, Future Fixed Recovery Date)**" or "**N(PFRD, FFRD)**" means, in respect of the Relevant Day, the number of calendar days falling in the period:

- (i) commencing on, but excluding, the Optional Redemption Date (Call) immediately preceding the Relevant Day (or if there is no Optional Redemption Date (Call) preceding the Relevant Day, the Issue Date);
- (ii) and ending on, and including:
 - (a) if the Relevant Day falls on an Optional Redemption Date (Call), such Optional Redemption Date (Call); or
 - (b) if the Relevant Day does not fall on an Optional Redemption Date (Call), the Optional Redemption Date (Call) immediately following the Relevant Day; or
 - (c) if the Relevant Day does not fall on an Optional Redemption Date (Call) and there is no Optional Redemption Date (Call) following the Relevant Day, the Scheduled Maturity Date.

"**Future Fixed Recovery Amount**" or "**FFRA**" means, in respect of the Relevant Day, an amount equal to:

- (i) if the Relevant Day falls on an Optional Redemption Date (Call), an amount equal to the Optional Redemption Amount (Call) corresponding to such Optional Redemption Date (Call) payable in respect of an Instrument; or
- (ii) if the Relevant Day does not fall on an Optional Redemption Date (Call), an amount equal to the Optional Redemption Amount (Call) corresponding to the Optional Redemption Date (Call) immediately following the Relevant Day payable in respect of an Instrument; or
- (iii) if the Relevant Day does not fall on an Optional Redemption Date (Call) and there is no Optional Redemption Date (Call) following the Relevant Day, an amount equal to the Settlement Amount payable in respect of an Instrument.

"Issue Price Percentage" means the percentage specified in the relevant Issue Terms.

"Prior Fixed Recovery Amount" or **"PFRA"** means, in respect of the Relevant Day, an amount equal to the Optional Redemption Amount (Call) corresponding to the Optional Redemption Date (Call) immediately preceding such Relevant Day payable in respect of an Instrument, provided that if there is no Optional Redemption Date (Call) preceding the Relevant Day, the PFRA for such Relevant Day shall be an amount equal to the product of the Issue Price Percentage multiplied by the Nominal Amount.

2. Amendments to the section entitled "General Terms and Conditions of the Notes"

The information in the section entitled "*General Terms and Conditions of the Notes*" is amended and supplemented by:

- (a) deleting the definition of "Interest Payment Date" in General Note Condition 2(a) (*Definitions*) on page 320 of the Base Prospectus in its entirety and replacing it with the following:

"Interest Payment Date" means each date specified as such in the relevant Issue Terms, provided that if the relevant Issue Terms specify that such date is subject to adjustment in accordance with a Business Day Convention, if such date is not a Business Day, it shall be adjusted in accordance with the Business Day Convention, and if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Issue Terms as the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case), unless: (i) the relevant Issue Terms specify "BRL FX Conditions" or "FX Security Conditions" to be applicable, in which case, "Interest Payment Date" has the meaning given to it in the Coupon Payout Conditions, or (ii) the relevant Issue Terms specify "Deferred Interest Payments (Optional Redemption Date (Call))" to be applicable, in which case, "Interest Payment Date" means the earlier of (a) the Optional Redemption Date (Call) following the Call Option Notice Date corresponding to such Optional Redemption Date (Call) in respect of which a Call Option Notice has been given, and (b) the Maturity Date;"

- (b) deleting the definition of "Non-scheduled Early Repayment Amount" in General Note Condition 2(a) (*Definitions*) on page 329 of the Base Prospectus in its entirety and replacing it with the following:

"Non-scheduled Early Repayment Amount" means, in respect of any Note:

- (i) if **"Par plus accrued"** is specified in the relevant Issue Terms, on any day, an amount in the Specified Currency, equal to the Specified Denomination of a Note (or, if less, its outstanding nominal amount) plus, if applicable, any accrued interest to (but excluding) the date of redemption of the Notes, as determined by the Calculation Agent; or
- (ii) if **"Fair Market Value"** is specified in the relevant Issue Terms, on any day, an amount, in the Specified Currency, which shall be determined by the Calculation Agent in accordance with paragraph (A) or (B) as applicable:
- (A) in the case of a Non-scheduled Early Repayment Amount being payable due to the occurrence of an Event of Default and with respect to a Note, on any day, an amount which shall be determined by the Calculation Agent as the fair market value of the Notes as of that day, determined by reference to such factors as the Calculation Agent considers to be appropriate including, without limitation (a) market prices or values for any Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time taking into account the bid or offer prices of any Underlying Asset(s) and such other relevant economic variables; (b) the remaining term of the Notes had they remained outstanding to the date of redemption and/or any scheduled early

redemption date; (c) if applicable, accrued interest; (d) internal pricing models of the Issuer and its affiliates, and provided that, for such purpose:

- (1) the Calculation Agent shall assume that the Issuer is a Qualified Financial Institution or, if the Calculation Agent determines that no Qualified Financial Institution exists, the Calculation Agent shall assume the Issuer is an Eligible Financial Institution which has, at that time, (a) outstanding debt obligations with a stated maturity of one year or less from the date of issue and (b) the highest rating assigned to such outstanding debt obligations by Standard & Poor's Ratings Group or Moody's Investor Service, Inc. or any successor of either entity, provided that if both entities no longer exist, an entity selected by the Calculation Agent in its reasonable discretion; and
 - (2) if the relevant Issue Terms specifies "Adjusted for Issuer Expenses and Costs" as applicable, the Calculation Agent shall adjust such amount fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding if any underlying and/or related hedging arrangement, as determined by the Calculation Agent; or
- (B) otherwise, on any day, an amount in the Specified Currency, which shall be determined by the Calculation Agent as the fair market value of the Note on the second Business Day prior to the date of redemption, determined by reference to such factors as the Calculation Agent considers to be appropriate including, without limitation (a) market prices or values for any Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time, taking into account the bid or offer prices of any Underlying Asset(s) and such other relevant economic variables; (b) the remaining term of the Notes had they remained outstanding to the date of redemption or settlement and/or any scheduled early redemption or settlement date; (c) if applicable, accrued interest; (d) internal pricing models of the Issuer and its affiliates; and (e) the hypothetical cost of the Issuer of re-establishing the funding provided by the Notes, and provided that, for such purpose, if the relevant Issue Terms specifies "Adjusted for Issuer Expenses and Costs" as applicable, the Calculation Agent shall adjust such amount fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including, those relating to the unwinding of any underlying and/or related hedging arrangements, as determined by the Calculation Agent; or
- (iii) if "**Zero Coupon Note Conditions apply**" is specified in the relevant Issue Terms and "Accreted Value" is specified to be applicable in the relevant Issue Terms, an amount equal to the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date determined in accordance with General Note Condition (*Early Redemption of Zero Coupon Notes*); or
 - (iv) if "**Redemption at the option of the Issuer**" is specified to be applicable in the relevant Issue Terms and "Linearly Accreted Value" is specified to be applicable in the relevant Issue Terms, in respect of any day (being the "**Relevant Day**" for the purpose of determining the Non-scheduled Early Repayment Amount) shall be an amount in the Specified Currency calculated by the Calculation Agent in accordance with the following formula:

$$PFRA + \left[(FFRA - PFRA) \times \frac{N(PFRD)}{N(PFRD, FFRD)} \right]$$

Where:

"**N (Prior Fixed Recovery Date)**" or "**N(PFRD)**" means, in respect of the Relevant Day, the number of calendar days falling in the period commencing on, but excluding, the Optional Redemption Date (Call) immediately preceding the Relevant Day (or if

there is no Optional Redemption Date (Call) preceding the Relevant Day, the Issue Date) and ending on, and including, the Relevant Day.

"N (Prior Fixed Recovery Date, Future Fixed Recovery Date)" or **"N(PFRD, FFRD)"** means, in respect of the Relevant Day, the number of calendar days falling in the period:

- (i) commencing on, but excluding, the Optional Redemption Date (Call) immediately preceding the Relevant Day (or if there is no Optional Redemption Date (Call) preceding the Relevant Day, the Issue Date);
- (ii) and ending on, and including:
 - (a) if the Relevant Day falls on an Optional Redemption Date (Call), such Optional Redemption Date (Call); or
 - (b) if the Relevant Day does not fall on an Optional Redemption Date (Call), the Optional Redemption Date (Call) immediately following the Relevant Day; or
 - (c) if the Relevant Day does not fall on an Optional Redemption Date (Call) and there is no Optional Redemption Date (Call) following the Relevant Day, the Scheduled Maturity Date.

"Future Fixed Recovery Amount" or **"FFRA"** means, in respect of the Relevant Day, an amount equal to:

- (i) if the Relevant Day falls on an Optional Redemption Date (Call), an amount equal to the Optional Redemption Amount (Call) corresponding to such Optional Redemption Date (Call) payable in respect of each Note (of the Specified Denomination); or
- (ii) if the Relevant Day does not fall on an Optional Redemption Date (Call), an amount equal to the Optional Redemption Amount (Call) corresponding to the Optional Redemption Date (Call) immediately following the Relevant Day payable in respect of each Note (of the Specified Denomination); or
- (iii) if the Relevant Day does not fall on an Optional Redemption Date (Call) and there is no Optional Redemption Date (Call) following the Relevant Day, an amount equal to the Final Redemption Amount payable in respect of each Note (of the Specified Denomination).

"Issue Price Percentage" means the percentage specified in the relevant Issue Terms.

"Prior Fixed Recovery Amount" or **"PFRA"** means, in respect of the Relevant Day, an amount equal to the Optional Redemption Amount (Call) corresponding to the Optional Redemption Date (Call) immediately preceding such Relevant Day payable in respect of each Note (of the Specified Denomination), provided that if there is no Optional Redemption Date (Call) preceding the Relevant Day, the PFRA for such Relevant Day shall be an amount equal to the product of the Issue Price Percentage multiplied by the Specified Denomination.

3. Amendments to the section entitled "Introduction to the Credit Linked Conditions"

The information in the section entitled *"Introduction to the Credit Linked Conditions"* is amended and supplemented as set out in the Annex (*Amendments to the sections entitled "Introduction to the Credit Linked Conditions" and "Credit Linked Conditions" and Forms of Issue Terms (as applicable)*) hereto.

4. Amendments to the section entitled "Credit Linked Conditions"

The information in the section entitled "*Credit Linked Conditions*" is amended and supplemented as set out in the Annex (*Amendments to the sections entitled "Introduction to the Credit Linked Conditions" and "Credit Linked Conditions" and Forms of Issue Terms (as applicable)*) hereto.

5. Amendments to the section entitled "Form of Final Terms (Instruments)"

The information in the section entitled "*Form of Final Terms (Instruments)*" is amended and supplemented by:

- (a) deleting paragraph 54 (*Redemption at the option of the Issuer (General Instrument Condition 18)*) on page 863 of the Base Prospectus in its entirety and replacing it with the following:

54. **Redemption at the option of the Issuer (General Instrument Condition 18):** [Applicable – General Instrument Condition 18 shall apply [as amended by the Credit Linked Conditions]] [Not Applicable]. (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*) [subject to the occurrence of a Credit Trigger]
- (i) Optional Redemption Date(s) (Call): [[●] [or, [in each case,] if later, the] [The] [●] Business Day following [each] [the corresponding] Call Option Notice Date]/[As specified in the Optional Redemption Table in the column entitled "Optional Redemption Date(s) (Call)"].
- (ii) Call Option Notice Date(s): [[●]/Each date set forth in the Optional Redemption Table in the column entitled "Call Option Notice Date(s)"].
- (iii) Optional Redemption Amount(s) (Call): [In respect of each Optional Redemption Date (Call), [[●] per Calculation Amount] [the amount set forth in the Optional Redemption Table in the column "Optional Redemption Amount(s) (Call)" in the row corresponding to such Optional Redemption Date (Call)]. [Accrued interest payable].
- (If "Accrued interest payable" does not apply, delete the following sub-paragraph)*
- Deferred Interest Payments (Optional Redemption Date (Call)): [Applicable] [Not Applicable].
- (iv) Call Option Notice Date Adjustment: [Applicable] [Not Applicable].
- (v) Linearly Accreted Value: [Applicable] [Not Applicable].
- Issue Price Percentage: [●]
- (vi) [Credit Linked Certificates: [Call Option prevails over Credit Trigger] [Credit Trigger prevails over Call Option] (*Delete this row if not applicable*)

[Delete table or columns if not required]

[Optional Redemption Table]		
[Call Option Notice Date(s)]	[Optional Redemption Date(s) (Call)]	[Optional Redemption Amount(s) (Call)]

[insert]	[insert] [or, [if later, the] [The] [●] Business Day following the Call Option Notice Date]	[insert]
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6. Amendments to the section entitled "Form of Final Terms (Notes)"

The information in the section entitled "*Form of Final Terms (Notes)*" is amended and supplemented by:

- (a) deleting paragraph 39 (*Redemption at the option of the Issuer (General Note Condition 12(c))*) on page 961 of the Base Prospectus in its entirety and replacing it with the following:

39. **Redemption at the option of the Issuer (General Note Condition 12(c)):** [Applicable – General Note Condition 12(c) shall apply/Not Applicable] [as amended by the Credit Linked Conditions]. (*If Not Applicable, delete the remaining sub-paragraph of this paragraph*) [subject to the occurrence of a Credit Trigger] [insert if applicable in respect of Credit Linked Notes]
- (i) Optional Redemption Date(s) (Call): [[●] [[or, [in each case,] if later, the] [The] [●]] Business Day following [each] [the corresponding] Call Option Notice Date]/[As specified in the Optional Redemption Table in the column entitled "Optional Redemption Date(s) (Call)"]].
- (ii) Call Option Notice Date(s): [[●] /Each date set forth in the Optional Redemption Table in the column entitled "Call Option Notice Date(s)"].
- (iii) Optional Redemption Amount(s) (Call): [In respect of each Optional Redemption Date (Call), [[●] per Calculation Amount] [the amount set forth in the Optional Redemption Table in the column "Optional Redemption Amount(s) (Call)" in the row corresponding to such Optional Redemption Date (Call)]. [Accrued interest payable].
- (If "Accrued interest payable" does not apply, delete the following sub-paragraph)*
- Deferred Interest Payments (Optional Redemption Date (Call)): [Applicable] [Not Applicable].
- (iv) Call Option Notice Date Adjustment: [Applicable] [Not Applicable].
- (v) Linearly Accreted Value: [Applicable] [Not Applicable].
- Issue Price Percentage: [●]
- (vi) [Credit Linked Notes]: [Call Option prevails over Credit Trigger] [Credit Trigger prevails over Call Option] (*Delete this row if not applicable*)

[Delete table or columns if not required]

[Optional Redemption Table]

[Call Option Notice Date(s)]	[Optional Redemption Date(s) (Call)]	[Optional Redemption Amount(s) (Call)]
[insert]	[insert] [or, [if later, the] [The] [●] Business Day following the Call Option Notice Date]	[insert]

7. Amendments to the section entitled "Form of Pricing Supplement (Instruments)"

The information in the section entitled "*Form of Pricing Supplement (Notes)*" is amended and supplemented by:

- (a) deleting paragraph 45 (*Redemption at the option of the Issuer (General Instrument Condition 18)*) on page 1113 of the Base Prospectus in its entirety and replacing it with the following:

45. Redemption at the option of the Issuer (General Instrument Condition 18):

[Applicable – General Instrument Condition 18 shall apply [as amended by the Credit Linked Conditions]] [Not Applicable]. (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*) [subject to the occurrence of a Credit Trigger]

(i) Optional Redemption Date(s) (Call): [[●] [or, [in each case,] if later, the] [The] [●]] Business Day following [each] [the corresponding] Call Option Notice Date]/[As specified in the Optional Redemption Table in the column entitled "Optional Redemption Date(s) (Call)"].

(ii) Call Option Notice Date(s): [[●]/Each date set forth in the Optional Redemption Table in the column entitled "Call Option Notice Date(s)".

(iii) Optional Redemption Amount(s) (Call): [In respect of each Optional Redemption Date (Call), [[●] per Calculation Amount] [the amount set forth in the Optional Redemption Table in the column "Optional Redemption Amount(s) (Call)" in the row corresponding to such Optional Redemption Date (Call)]. [Accrued interest payable].

(If "Accrued interest payable" does not apply, delete the following sub-paragraph)

– Deferred Interest Payments (Optional Redemption Date (Call)): [Applicable] [Not Applicable].

(iv) Call Option Notice Date Adjustment: [Applicable] [Not Applicable].

(v) Linearly Accreted Value: [Applicable] [Not Applicable].

– Issue Price Percentage: [●]

(vi) [Credit Linked Certificates: [Call Option prevails over Credit Trigger] [Credit Trigger prevails over Call Option] (*Delete this row if not applicable*)

[Delete table or columns if not required]

[Optional Redemption Table]		
[Call Option Notice Date(s)]	[Optional Redemption Date(s) (Call)]	[Optional Redemption Amount(s) (Call)]
<i>[insert]</i>	<i>[insert]</i> [or, [if later, the] [The] [●] Business Day following the Call Option Notice Date]	<i>[insert]</i>

8. Amendments to the section entitled "Form of Pricing Supplement (Notes)"

The information in the section entitled "*Form of Pricing Supplement (Notes)*" is amended and supplemented by:

- (a) deleting paragraph 38 (*Redemption at the option of the Issuer (General Note Condition 12(c))*) on page 1197 of the Base Prospectus in its entirety and replacing it with the following:

38. Redemption at the option of the Issuer (General Note Condition 12(c)): [Applicable – General Note Condition 12(c) shall apply/Not Applicable] [as amended by the Credit Linked Conditions]. (*If Not Applicable, delete the remaining sub-paragraph of this paragraph*) [subject to the occurrence of a Credit Trigger]

(i) Optional Redemption Date(s) (Call): [[●] [[or, [in each case,] if later, the] [The] [●]] Business Day following [each] [the corresponding] Call Option Notice Date]/[As specified in in the Optional Redemption Table in the column entitled "Optional Redemption Date(s) (Call)"]].

(ii) Call Option Notice Date(s): [[●]/Each date set forth in the Optional Redemption Table in the column entitled "Call Option Notice Date(s)".

(iii) Optional Redemption Amount(s) (Call): [In respect of each Optional Redemption Date (Call), [[●] per Calculation Amount] [the amount set forth in the Optional Redemption Table in the column "Optional Redemption Amount(s) (Call)" in the row corresponding to such Optional Redemption Date (Call)]. [Accrued interest payable].

(If "Accrued interest payable" does not apply, delete the following sub-paragraph)

– Deferred Interest Payments (Optional Redemption Date (Call)): [Applicable] [Not Applicable].

(iv) Call Option Notice Date Adjustment: [Applicable] [Not Applicable].

(v) Linearly Accreted Value: [Applicable] [Not Applicable].

– Issue Price Percentage: [●]

(vi) [Credit Linked Notes: [Call Option prevails over Credit Trigger] [Credit Trigger prevails over Call Option] (*Delete this row if not applicable*)

[Delete table or columns if not required]

[Optional Redemption Table]		
[Call Option Notice Date(s)]	[Optional Redemption Date(s) (Call)]	[Optional Redemption Amount(s) (Call)]
[insert]	[insert] [or, [if later, the] [The] [●] Business Day following the Call Option Notice Date]	[insert]

9. Amendments to the Forms of Issue Terms

The information in the sections entitled "*Form of Final Terms (Instruments)*", "*Form of Final Terms (Notes)*", "*Form of Pricing Supplement (Instruments)*" and "*Form of Pricing Supplement (Notes)*" are amended as set out in the Annex (*Amendments to the sections entitled "Introduction to the Credit Linked Conditions" and Credit Linked Conditions and Forms of Issue Terms (as applicable)*) hereto.

Applicable Final Terms

The amendments included in this Prospectus Supplement shall only apply to Final Terms, the date of which falls on or after the date of approval of this Prospectus Supplement.

Interpretation

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

References to the Base Prospectus shall hereafter mean the Base Prospectus as supplemented by this Prospectus Supplement.

U.S. notice

This Prospectus Supplement is not for use in, and may not be delivered to or inside, the United States.

The date of this Prospectus Supplement is 20 October 2023

ANNEX

AMENDMENTS TO THE SECTIONS ENTITLED "INTRODUCTION TO THE CREDIT LINKED CONDITIONS" AND "CREDIT LINKED CONDITIONS" AND FORMS OF ISSUE TERMS (AS APPLICABLE)

1. The information in the section entitled "*Introduction to the Credit Linked Conditions*" is amended and supplemented as follows:

- (a) The section entitled "Reference CDS" on page 692 of the Base Prospectus shall be amended by inserting the following wording immediately after the words "in respect of Linear Basket Credit Linked Securities" in limb (ii):

"(or, if "Separate Reference CDS per Reference Entity" is specified to apply in the relevant Issue Terms in respect of Linear Basket Credit Linked Securities, each Reference Entity comprised in the basket and any reference to the term "Reference CDS in the "Overview" section shall be read and construed accordingly)".

- (b) The introductory paragraph in the "Credit Linked Securities: Key Facts" section on page 699 of the Base Prospectus shall be amended by inserting the following immediately before the full stop at the end of the first sentence:

"(if "Separate Reference CDS per Reference Entity" is specified to apply in the relevant Issue Terms in respect of Linear Basket Credit Linked Securities, a separate Reference CDS will be assumed to have been entered in to in respect of each Reference Entity comprised in the basket and any reference to the term "Reference CDS" in this section shall be read and construed accordingly)".

- (c) The section entitled "*Description of the Credit Linked Conditions and the Reference CDS*" starting on page 705 of the Base Prospectus shall be amended by deleting the second paragraph of the section entitled "(b) Linear Basket Credit Linked Securities" on page 705 of the Base Prospectus and inserting the following:

"Multiple Credit Triggers, may occur with respect to more than one Reference Entity in accordance with the terms of the Reference CDS (or, if "Separate Reference CDS per Reference Entity" is specified to apply in the relevant Issue Terms in respect of Linear Basket Credit Linked Securities, with respect to a Reference Entity in accordance with the terms of the related Reference CDS and any reference to "Reference CDS" in the remainder of the section entitled "*Description of the Credit Linked Conditions and the Reference CDS*" shall be read and construed accordingly) if a M(M)R Restructuring Credit Event has occurred or successors have been determined in respect of a Reference Entity."

2. The Credit Linked Conditions are amended and supplemented as follows:

- (a) The definition of "Reference CDS" in Credit Linked Condition 2(f) (*Certain definitions*) on page 739 of the Base Prospectus shall be amended by deleting the wording "means a hypothetical credit default swap transaction linked to, in respect of Single Name Credit Linked Securities, a Reference Entity or, in respect of Linear Basket Credit Linked Securities, Tranching Index Credit Linked Securities, Untranching Index Credit Linked Securities or Tranching Basket Credit Linked Securities, the Reference Entities." and inserting the following:

"means a hypothetical credit default swap transaction linked to, in respect of Single Name Credit Linked Securities (and, if "Separate Reference CDS per Reference Entity" is specified to apply in the relevant Issue Terms in respect of Linear Basket Credit Linked Securities), a Reference Entity or, in respect of Linear Basket Credit Linked Securities (if "Separate Reference CDS per Reference Entity" is not specified to apply in the relevant Issue Terms), Tranching Index Credit Linked Securities, Untranching Index Credit Linked Securities or Tranching Basket Credit Linked Securities, the Reference Entities."

- (b) Credit Linked Condition 4(b) (*Suspension of Obligations*) shall be amended by deleting the wording "the *pro rata* proportion of".
- (c) Credit Linked Condition 4(g) (*Miscellaneous Terms*) shall be amended by inserting a new paragraph (p) as follows:

(p) *Linear Basket Credit Linked Securities – "Separate Reference CDS per Reference Entity"*

If the relevant Issue Terms specify "Separate Reference CDS per Reference Entity" to apply in respect of Linear Basket Credit Linked Securities, a separate Reference CDS will be assumed to have been entered in to in relation to each Reference Entity comprised in the basket and the Credit Linked Conditions shall be read and construed accordingly.

- 3. The information in the section entitled "Form of Final Terms (Instruments)" is amended and supplemented as follows:

(a) by deleting the wording "the Reference CDS" in (i) paragraph 8 on page 781 of the Base Prospectus, (ii) in the table entitled "Underlying Asset Table" on page 865 of the Base Prospectus, (iii) in paragraph 71(ii) on page 888 of the Base Prospectus and (iv) in "Appendix 1 – Credit Linked Certificates" on page 913 of the Base Prospectus, and in each case, inserting the following "the [related] Reference CDS".

(b) by inserting a new paragraph immediately after the wording "*(Specify any other relevant information)*" in paragraph 71 (xvi) on page 889 of the Base Prospectus as follows: "[[Separate Reference CDS per Reference Entity: Applicable. A separate Reference CDS will be assumed to have been entered in to in relation to each Reference Entity comprised in the basket and it will be assumed to be documented under the 2014 ISDA Credit Derivatives Definitions as supplemented by any additional provisions applicable to the relevant Reference Entity in accordance with the Transaction Type[, subject to the Credit Linked Conditions].] *[Drafting Note: Applies to Linear Basket Credit Linked Securities, delete if separate Reference CDSs will not be entered into respect of each Reference Entity]* [●]".

(c) by deleting paragraph 71(xvii) on page 889 of the Base Prospectus and inserting the following:

(xvii) Trade Date and Scheduled Termination Date of [the] [each] Reference CDS: [●], the Trade Date of [the] [each] Reference CDS and [●], the Scheduled Termination Date of [the] [each] Reference CDS.

(d) paragraph 71 (xxi) and all its sub-paragraphs on pages 890 to 891 of the Base Prospectus shall be deleted and replaced with the following:

(xxi) Linear Basket Credit Linked Certificates:	[Applicable]/[Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
– Reference Entities and Transaction Type, Reference Entity Weighting, and Seniority Level:	[As set out in Appendix 1 (<i>Credit Linked Certificates</i>) hereto[, subject to the provisions of [the] [related] Reference CDS]] [●].
– Standard Reference Obligations:	[In respect of each Reference Entity] [Applicable]/[Not Applicable]/[In respect of each Reference Entity, [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Certificates</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●]

– Reference Obligations(s): [In respect of each Reference Entity,] [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (*Credit Linked Certificates*) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●].

4. The information in the section entitled "Form of Final Terms (Notes)" is amended and supplemented as follows:

(a) by deleting the wording "the Reference CDS" in (i) paragraph 9 on page 920 of the Base Prospectus, (ii) in the table entitled "Underlying Asset Table" on page 999 of the Base Prospectus, (iii) in paragraph 64(ii) on page 1021 of the Base Prospectus and (iv) in "Appendix 1 – Credit Linked Notes" on page 1045 of the Base Prospectus, and in each case, inserting the following "the [related] Reference CDS".

(b) by inserting a new paragraph immediately after the wording "*(Specify any other relevant information)*" in paragraph 64(xvii) on page 1022 of the Base Prospectus as follows: "[Separate Reference CDS per Reference Entity: Applicable. A separate Reference CDS will be assumed to have been entered in to in relation to each Reference Entity comprised in the basket and it will be assumed to be documented under the 2014 ISDA Credit Derivatives Definitions as supplemented by any additional provisions applicable to the relevant Reference Entity in accordance with the Transaction Type[, subject to the Credit Linked Conditions].] [*Drafting Note: Applies to Linear Basket Credit Linked Securities, delete if separate Reference CDSs will not be entered into respect of each Reference Entity*] [●]".

(c) by deleting paragraph 64(xviii) on page 1022 of the Base Prospectus and inserting the following:

(xviii) Trade Date and Scheduled Termination Date of [the] [each] Reference CDS: [●], the Trade Date of [the] [each] Reference CDS and [●], the Scheduled Termination Date of [the] [each] Reference CDS.

(d) paragraph 64 (xxi) and all its sub-paragraphs on page 1023 of the Base Prospectus shall be deleted and replaced with the following:

(xxi)	Linear Basket Credit Linked Notes:	[Applicable]/[Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
–	Reference Entities and Transaction Type, Reference Entity Weighting, and Seniority Level:	[As set out in Appendix 1 (<i>Credit Linked Notes</i>) hereto[, subject to the provisions of [the] [related] Reference CDS]] [●].
–	Standard Reference Obligations:	[In respect of each Reference Entity] [Applicable]/[Not Applicable]/[In respect of each Reference Entity, [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Notes</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●]
–	Reference Obligations(s):	[In respect of each Reference Entity,] [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Notes</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●].

5. The information in the section entitled "Form of Pricing Supplement (Instruments)" is amended and supplemented as follows:

(a) by deleting the wording "the Reference CDS" in (i) paragraph 7 on page 1051 of the Base Prospectus, (ii) in the table entitled "Underlying Asset Table" on page 1115 of the Base Prospectus, (iii) in paragraph 61(ii) on page 1134 of the Base Prospectus and (iv) in "Appendix 1 – Credit Linked Certificates" on page 1154 of the Base Prospectus, and in each case, inserting the following: "the [related] Reference CDS".

(b) by inserting a new paragraph immediately after the wording "*(Specify any other relevant information)*" in paragraph 61(xvi) on page 1135 of the Base Prospectus as follows: "[[Separate Reference CDS per Reference Entity: Applicable. A separate Reference CDS will be assumed to have been entered in to in relation to each Reference Entity comprised in the basket and it will be assumed to be documented under the 2014 ISDA Credit Derivatives Definitions as supplemented by any additional provisions applicable to the relevant Reference Entity in accordance with the Transaction Type[, subject to the Credit Linked Conditions].] *[Drafting Note: Applies to Linear Basket Credit Linked Securities, delete if separate Reference CDSs will not be entered into respect of each Reference Entity]* [●]"

(c) by deleting paragraph 61(xvii) on page 1135 of the Base Prospectus and inserting the following:

(xvii) Trade Date and Scheduled Termination Date of [the] [each] Reference CDS: [●], the Trade Date of [the] [each] Reference CDS and [●], the Scheduled Termination Date of [the] [each] Reference CDS.

(d) paragraph 61(xxi) and all its sub-paragraphs on page 1136 of the Base Prospectus shall be deleted and replaced with the following:

(xxi) Linear Basket Credit Linked Certificates:	[Applicable]/[Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
– Reference Entities and Transaction Type, Reference Entity Weighting, and Seniority Level:	[As set out in Appendix 1 (<i>Credit Linked Certificates</i>) hereto[, subject to the provisions of [the] [related] Reference CDS]] [●].
– Standard Reference Obligations:	[In respect of each Reference Entity] [Applicable]/[Not Applicable]/[In respect of each Reference Entity, [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Certificates</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●]
– Reference Obligations(s):	[In respect of each Reference Entity,] [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Certificates</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●].

6. The information in the section entitled "Form of Pricing Supplement (Notes)" is amended and supplemented as follows:

(a) by deleting the wording "the Reference CDS" in (i) paragraph 9 on page 1159 of the Base Prospectus, (ii) in the table entitled "Underlying Asset Table" on pages 1221 and 1222 of the Base Prospectus, (iii) in paragraph 58(ii) on page 1242 of the Base Prospectus and (iv) in

"Appendix 1 – Credit Linked Notes" on pages 1262 and 1263 of the Base Prospectus, and in each case, inserting the following "the [related] Reference CDS".

(b) by inserting a new paragraph in paragraph 58(xvii) on page 1243 of the Base Prospectus immediately after the wording "*(Specify any other relevant information)*" as follows: "[Separate Reference CDS per Reference Entity: Applicable. A separate Reference CDS will be assumed to have been entered in to in relation to each Reference Entity comprised in the basket and it will be assumed to be documented under the 2014 ISDA Credit Derivatives Definitions as supplemented by any additional provisions applicable to the relevant Reference Entity in accordance with the Transaction Type[, subject to the Credit Linked Conditions].] *[Drafting Note: Applies to Linear Basket Credit Linked Securities, delete if separate Reference CDSs will not be entered into respect of each Reference Entity]* [●]".

(c) by deleting paragraph 58(xviii) on page 1243 of the Base Prospectus and inserting the following:

(xviii) Trade Date and Scheduled Termination Date of [the] [each] Reference CDS: [●], the Trade Date of [the] [each] Reference CDS and [●], the Scheduled Termination Date of [the] [each] Reference CDS.

(d) paragraph 58(xxi) and all its sub-paragraphs on pages 1244 and 1245 of the Base Prospectus shall be deleted and replaced with the following:

- | | |
|---|--|
| (xxi) Linear Basket Credit Linked Notes: | [Applicable]/[Not Applicable] |
| | <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> |
| – Reference Entities and Transaction Type, Reference Entity Weighting, and Seniority Level: | [As set out in Appendix 1 (<i>Credit Linked Notes</i>) hereto[, subject to the provisions of [the] [related] Reference CDS]] [●]. |
| – Standard Reference Obligations: | [In respect of each Reference Entity] [Applicable]/[Not Applicable]/[In respect of each Reference Entity, [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Notes</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●] |
| – Reference Obligations(s): | [In respect of each Reference Entity,] [the obligation identified] [as specified] in respect of such Reference Entity in Appendix 1 (<i>Credit Linked Notes</i>) hereto, where applicable] [, subject to the provisions of [the] [related] Reference CDS] [●]. |