

BASE PROSPECTUS FOR NOTES AND CERTIFICATES DATED 10 JULY 2026

Morgan Stanley

*as issuer and guarantor
(incorporated under the laws of the State of Delaware in the United States of America)*

MORGAN STANLEY & CO. INTERNATIONAL PLC

*as issuer
(incorporated with limited liability in England and Wales)*

MORGAN STANLEY B.V.

*as issuer
(incorporated with limited liability in The Netherlands)*

MORGAN STANLEY FINANCE LLC

*as issuer
(formed under the laws of the State of Delaware in the United States of America)*

MORGAN STANLEY EUROPE SE

*as issuer
(incorporated with limited liability under the laws of Germany)*

**REGULATION S PROGRAM FOR THE ISSUANCE OF NOTES AND CERTIFICATES, SERIES A
AND SERIES B, AND WARRANTS**

This Base Prospectus

This document is a base prospectus ("**Base Prospectus**") prepared for purposes of Article 8 of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") for the purpose of the offering of Securities (as described below) other than Exempt Securities (as described below) from time to time. It should be read together with (i) any supplements to it from time to time (available on the website of the Luxembourg Stock Exchange (www.luxse.com)), (ii) the information incorporated by reference into it (see "*Incorporation by Reference*" below) and (iii) in relation to a Tranche of Securities, the Issue Terms (described below) relating to that Tranche of Securities. This Base Prospectus shall supersede and replace entirely the Base Prospectus dated 11 July 2025. References in this Base Prospectus to "**Exempt Securities**" are to Securities which are: (i) neither admitted to trading on a regulated market in the European Economic Area nor offered to the public in the European Economic Area or (ii) Securities for which no prospectus is required to be published under the Prospectus Regulation.

The information on any websites referred to herein does not form part of this Base Prospectus unless that information is incorporated by reference into the Base Prospectus and has not been scrutinised or approved by the competent authority.

The Program

Morgan Stanley ("**Morgan Stanley**"), Morgan Stanley & Co. International plc ("**MSI plc**"), Morgan Stanley B.V. ("**MSBV**") and Morgan Stanley Finance LLC ("**MSFL**") established the Regulation S Program for the Issuance of Notes and Certificates, Series A and B, and Warrants (the "**Program**"). Morgan Stanley Europe SE ("**MSESE**") acceded to the Program and became an issuer under the Program on 11 July 2025. Under the Program, Morgan Stanley, MSI plc, MSBV, MSFL and MSESE may offer from time to time Series A Securities and Series

B Securities (together, the "**Securities issued under the Program**") and Warrants (the "**Warrants**", and together with the Securities issued under the Program, the "**Program Securities**"). Only certain of the Securities issued under the Program are described in this Base Prospectus, being those (a) English Law Securities (as defined below) (i) issued pursuant to the Issue and Paying Agency Agreement (as defined under "*General Description of the Securities*" below), (ii) issued in dematerialised and uncertificated book-entry form with a Nordic central securities depository (as described under "*General Description of the Securities*" below) pursuant to the SEB Issuing and Paying Agent Agreement or the MSESE SEB Issuing and Paying Agent Agreement (as applicable) (each as defined under "*General Description of the Securities*" below) or (iii) issued pursuant to the Euroclear Agreement (as defined under "*General Description of the Securities*" below) or (b) French Law Securities (as defined below) issued pursuant to the French Agency Agreement (hereafter referred to collectively as the "**Securities**"). For the avoidance of doubt, this Base Prospectus does not relate to or describe any Program Securities other than Notes and Certificates.

The Securities

Under this Base Prospectus, securities in the form of notes ("**Notes**") and certificates ("**Certificates**") may be offered.

Securities will be governed by English law ("**English Law Securities**") or French law ("**French Law Securities**"), as specified in the applicable Issue Terms and the corresponding provisions in the Conditions will apply to such Securities. In the case of French Law Securities, references herein to "Securities" shall mean securities in the form of Notes only.

Any amounts of principal and/or interest payable under the Securities may be calculated by reference to an underlying reference asset. Relevant disclosure on the underlying reference asset and the administrator (where applicable) is set out in the applicable Issue Terms.

Conditions of the Securities

The terms and conditions applicable to a Tranche of Securities (the "**Conditions**") are the General Terms and Conditions (set out in the section entitled "*Part 1: General Terms and Conditions*" below), the applicable provisions of the Additional Terms and Conditions (set out in the section entitled "*Part 2: Additional Terms and Conditions*" below) and, if "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms (described below), the applicable provisions of the Belgian Supplemental Conditions (set out in the section entitled "*Part 3: Supplementary Provisions for Belgian Securities*" below) as completed by the applicable Issue Terms (described below). Alternatively, a Tranche of Securities may be issued on the terms set forth in a separate prospectus specific to such Tranche (a "**Drawdown Prospectus**").

Final Terms, Pricing Supplements and Drawdown Prospectuses

A "final terms" document (the "**Final Terms**") may be prepared in respect of each Tranche of Securities other than Exempt Securities. The Final Terms will complete the General Terms and Conditions, specify the Additional Terms and Conditions, if any, applicable in relation to such Securities and specify whether the Belgian Supplemental Conditions are applicable in relation to such Securities. A "pricing supplement" document (the "**Pricing Supplement**") may be prepared in respect of each Tranche of Exempt Securities. The Pricing Supplement will complete the General Terms and Conditions, specify the Additional Terms and Conditions, if any, applicable in relation to such Securities and specify whether the Belgian Supplemental Conditions are applicable in relation to such Securities. Alternatively, a Drawdown Prospectus may be prepared in respect of each Tranche of Securities (including Exempt Securities). The Drawdown Prospectus will amend and/or replace the Conditions in relation to the relevant Series in the manner as set forth in the Drawdown Prospectus and will also set out or incorporate by reference the necessary information relating to the Issuer and if applicable, the Guarantor. The Final Terms, the Pricing Supplement and the Drawdown Prospectus therefore contain vital information in regard to the Securities. References in this Base Prospectus to "**Issue Terms**" are to (i) where the Securities are not Exempt Securities, the applicable Final Terms or (ii) where the Securities are Exempt Securities, the applicable Pricing Supplement.

The Issuers

The issuers (each an "**Issuer**") of Securities under this Base Prospectus from time to time may be any of Morgan Stanley, MSI plc, MSBV, MSFL and MSESE. Information on each Issuer is included in this Base Prospectus, including information incorporated by reference.

The Guarantor of MSBV Securities and MSFL Securities

Unless otherwise stated in the applicable Issue Terms, the payment of all amounts due in respect of Securities issued by MSBV ("**MSBV Securities**") are fully, unconditionally and irrevocably guaranteed by Morgan Stanley (the "**Guarantor**"). The payment of all amounts due in respect of Securities issued by MSFL ("**MSFL Securities**") are fully, unconditionally and irrevocably guaranteed by the Guarantor. However, the payment of amounts due in respect of Securities issued by MSI plc or MSESE are **not** guaranteed by Morgan Stanley. In any event, all payments under the Securities are subject to the credit risk of the Issuer and (if applicable) the Guarantor. Information on the Guarantor is included in this Base Prospectus, including information incorporated by reference.

Status of the Securities

The Securities are unsecured and unsubordinated general obligations of the Issuer and not of any affiliate of the Issuer. The Securities are not deposits or savings accounts and are not insured by the United States of America ("U.S.") Federal Deposit Insurance Corporation, the UK Financial Services Compensation Scheme or any other governmental agency or instrumentality or deposit protection scheme anywhere, nor are they obligations of, or guaranteed by, a bank.

Relevant Underlyings

The return on the Securities may depend on the performance of one or more of any of the following types of underlying reference assets (referred to as the "**Relevant Underlyings**" in the terms and conditions): interest rates, swap rates, shares, equity indices, exchange traded funds, commodities or commodity indices, inflation indices, other indices, currencies, funds, one or more preference shares issued by an entity which is not Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE and futures contracts. The Relevant Underlying(s) (if any) in relation to any Securities will be set out in the Issue Terms or Drawdown Prospectus applicable to such Securities.

Securityholders will have no beneficial interest in any Relevant Underlyings.

Proprietary Indices

In respect of each index which is specified in the applicable Issue Terms as being a Proprietary Index provided by MSI plc:

- the complete set of rules of such Proprietary Index is freely accessible on <http://sp.morganstanley.com/EU/Documents>; and
- the governing rules of such Proprietary Index (including the methodology of the Proprietary Index for the selection and the rebalancing of the components of the Proprietary Index, description of market disruption events and of adjustment rules) are based on predetermined and objective criteria.

Benchmark Regulation: Article 29(2) statement on benchmarks

Amounts payable under the Securities may be calculated by reference to: (i) the Euro Interbank Offered Rate ("**EURIBOR**"), (ii) any CMS Reference Rate (as defined in Condition 2, and determined in accordance with Condition 6.7, of Part 1: of the "*General Terms and Conditions*"), (iii) one or more Proprietary Indices specified in the applicable Issue Terms, (iv) SOFR (as defined in Condition 6.8), (v) SOFR Index (as defined in Condition 6.8), (vi) SONIA (as defined in Condition 6.9), (vii) SONIA Index (as defined in Condition 6.9), (viii) €STR (as defined in Condition 6.10), (ix) €STR Index (as defined in Condition 6.10), (x) SARON (as defined in Condition 6.11), (xi) SAION Index (as defined in Condition 6.11), (xii) TONA (as defined in Condition 6.12), (xiii) TONA Index (as defined in Condition 6.12), (xiv) UDI Fixing (as defined in Sub-Section IV of Section 2 of the Additional Conditions) or (xv) one or more other specific indices or price sources or a combination of indices or price sources.

EURIBOR is provided by the European Money Markets Institute ("**EMMI**"). As at the date of this Base Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**").

A CMS Reference Rate is a constant maturity swap rate, calculated on a fixed-to-floating basis by reference to an underlying floating rate that can in itself constitute a "benchmark" for the purposes of the Benchmark Regulation.

Each index which is specified in the applicable Issue Terms as being a Proprietary Index is provided by MSI plc. As at the date of this Base Prospectus, MSI plc does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. As far as the Issuers are aware, as at the date of this Base Prospectus, MSI plc (and the Proprietary Indices it provides) is not required to be registered by virtue of Article 2 of the Benchmark Regulation. SOFR and SOFR Index are provided by the Federal Reserve Bank of New York (the "**New York Federal Reserve**"). As at the date of this Base Prospectus, the New York Federal Reserve does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

SONIA and SONIA Index are provided by the Bank of England. As at the date of this Base Prospectus, the Bank of England does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

€STR and €STR Index are provided by the European Central Bank. As at the date of this Base Prospectus, the European Central Bank does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

TONA is provided by the Bank of Japan. As at the date of this Base Prospectus, the Bank of Japan does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

As far as the Issuers are aware the New York Federal Reserve as administrator of SOFR and SOFR Index, the Bank of England as administrator of SONIA and SONIA Index, the European Central Bank as administrator of €STR and €STR Index and the Bank of Japan as administrator of TONA are not required to be registered by virtue of Article 2 of the Benchmark Regulation.

SARON and SAION Index are provided by SIX Index AG and are endorsed for use in the European Union by SIX Financial Information Nordic AB. As at the date of this Base Prospectus, SIX Financial Information Nordic AB appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

TONA Index is provided by QUICK Corp. As at the date of this Base Prospectus, QUICK Corp. does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. As at the date of this Base Prospectus the Issuers are not aware of any designation of TONA Index as a significant benchmark for the purposes of the Benchmark Regulation. Therefore, as far as the Issuers are aware, as at the date of this Base Prospectus, TONA Index and QUICK Corp. are not required to be registered by virtue of Article 2 of the Benchmark Regulation.

UDI Fixing is provided by the Central Bank of the United Mexican States ("**Banco de México**"). As at the date of this Base Prospectus, the Benchmark Regulation is not applicable to the Banco de México pursuant to Article 2.2(a) of the Benchmark Regulation.

Similarly, any other index or price source by reference to which amounts payable under the Securities are calculated may also constitute a "benchmark" in scope of the Benchmark Regulation.

In cases where amounts payable under the Securities are calculated by reference to a CMS Reference Rate in scope of the Benchmark Regulation or one or more other indices or price sources in scope of the Benchmark Regulation that is not one of EURIBOR, SOFR, SOFR Index, SONIA, SONIA Index, €STR, €STR Index, SARON, SAION Index, TONA, TONA Index, a Proprietary Index, or UDI Fixing, the relevant Final Terms will specify:

- the name of each index or price source so referenced (including, in the case of a CMS Reference Rate, the base rate);
- the legal name of the administrator of each such index or price source; and
- whether or not the legal name of the administrator of each such index or price source appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation at the date of the relevant Final Terms.

For the avoidance of doubt such statement will be given as of the date of the relevant Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required

by applicable law, the relevant Issuer does not intend to update this Base Prospectus or the relevant Final Terms to reflect any change in the registration status of the administrator.

Not every index or price source will fall within the scope of the Benchmark Regulation. Note that from 1 January 2026, only benchmarks perceived to have the greatest economic relevance for the EU market (namely, critical benchmarks, significant benchmarks, certain commodity benchmarks, EU Climate Transition Benchmarks and EU Paris-aligned benchmarks) are in mandatory scope of the core provisions of the Benchmark Regulation. Furthermore, where an index or price source does fall within the scope of the Benchmark Regulation, the transitional provisions or the provision of Article 2 of the Benchmark Regulation may apply, such that the administrator of such index or price source is not at the date of the relevant Final Terms required to be included in ESMA's Article 36 register of administrators and benchmarks.

Risk Factors

Securities offered from time to time under this Base Prospectus may not provide for scheduled repayment in full at maturity of the amount paid for them, and you could therefore lose some and up to all of your investment, depending on the performance of the Relevant Underlying(s). Also, in any event, payments under the Securities are subject to the credit risk of the Issuer (and, if applicable, the Guarantor). Investing in the Securities involves risks. Before purchasing the Securities, you should carefully consider, in particular, "*Risk Factors*" below.

IMPORTANT NOTICES

Risk Warning

The Securities may not be a suitable investment for all investors

An investment in the Securities entails certain risks, which vary depending on the specification and type or structure of the Securities.

Each potential investor should determine whether an investment in the Securities is appropriate in such potential investor's particular circumstances. An investment in the Securities requires a thorough understanding of the nature of the relevant transaction. Potential investors should be experienced with respect to an investment in the Securities and be aware of the related risks.

An investment in the Securities is only suitable for potential investors who:

- have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Securities and the information contained in, or incorporated by reference into, this document;
- have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of the potential investor's particular financial situation and to evaluate the impact the Securities will have on their overall investment portfolio;
- understand thoroughly the terms of the Securities and are familiar with the behaviour of the Relevant Underlying and financial markets;
- are capable of bearing the economic risk of an investment in the Securities until the maturity date of the Securities;
- recognise that it may not be possible to dispose of the Securities for a substantial period of time, if at all before the maturity date; and
- are familiar with the behaviour of the Relevant Underlying and relevant financial markets and be able to evaluate (either alone or with the help of a financial and legal adviser) possible scenarios for economic, interest rate and other factors that may affect the potential investor's investment and its ability to bear the applicable risks.

The 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 any Securities unless such potential investor has the expertise (either alone or with a financial and legal 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. Each Issuer, the Guarantor and MSI plc as Distribution Agent, disclaims any responsibility to advise prospective investors of any matters arising under the law of the country in which they reside that may affect the purchase of, or holding of, or the receipt of payments or deliveries on, the Securities.

Approvals of the Base Prospectus

This Base Prospectus has been approved by:

- (i) the Luxembourg *Commission de Surveillance du Secteur Financier* ("CSSF") in its capacity as the competent authority under the Luxembourg law of 16 July 2019 relating to prospectuses for securities (the "**Luxembourg Law on Prospectuses**") for this document's approval as a base prospectus for the purposes of Article 3 of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") for the purpose of giving necessary information with regard to the issue of Securities under the Program issued by Morgan Stanley, MSI plc, MSBV, MSFL and MSESE, as applicable, within 12 months following the date of this document. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of any of the Issuers or the quality of the Securities that are

the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Securities. Pursuant to Article 6(4) of the Luxembourg Law on Prospectuses for securities, by approving this Base Prospectus, the CSSF gives no undertaking as to, and assumes no responsibility for, the economic and financial characteristics of the Securities or the quality and solvency of any Issuer or the Guarantor; and

- (ii) the Luxembourg Stock Exchange pursuant to the appendices to the Rules and Regulations of the Luxembourg Stock Exchange, to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to the official list (the "**Official List**") of the Luxembourg Stock Exchange and/or to be displayed on the Luxembourg Stock Exchange Securities Official List ("**LuxSE SOL**") (without admission to trading). The Luxembourg Stock Exchange's Euro MTF market is not a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, "**MiFID II**") or Article 2(1)(13A) of Regulation (EU) 600/2014 as it forms part of the laws of the United Kingdom. Pursuant to Article 10(2) of Part 2 of the Rules and Regulations of the Luxembourg Stock Exchange, every significant new factor relating to the information contained in this Base Prospectus, which is capable of affecting the assessment of the Securities and arises after the date hereof, shall be covered by a supplement to this Base Prospectus. This Base Prospectus constitutes a Base Prospectus for the purpose of the Luxembourg Law on Prospectuses. This Base Prospectus constitutes a prospectus for the purpose of Part IV of the Luxembourg law on prospectuses for securities dated 16 July 2019.

The CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Securities or in relation to any offer to the public or admission to trading on any trading venue in Switzerland and/or United Kingdom.

Application has been made for the Securities which are "Series A" Securities (i) to be admitted to listing on the Official List and trading on the regulated market ("**Luxembourg Regulated Market**") of the Luxembourg Stock Exchange, which is a regulated market for the purposes of MiFID II; (ii) to be admitted to listing on the Official List and to trading on the Euro MTF Market of the Luxembourg Stock Exchange, which is not a regulated market for the purposes of MiFID II; and/or (iii) to be admitted to the Official List of the Luxembourg Stock Exchange and to be displayed on the Luxembourg Stock Exchange Securities Official List ("**LuxSE SOL**") (without admission to trading), as specified in the applicable Issue Terms.

Application may be made for the Securities which are "Series A" Securities to be listed and/or admitted to trading on Euronext Paris. Euronext Paris is a regulated market for the purpose of MiFID II.

Application may also be made for the Securities which are "Series A" Securities to be admitted to listing and/or trading by such other listing authority, stock exchange or quotation system as may be specified in the applicable Issue Terms. Securities may also be issued which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. The Securities which are "Series B" Securities will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.

This Base Prospectus will be valid for offers to the public or admissions to trading on a regulated market by or with the consent of the Issuer for 12 months from its date and will expire on 10 July 2027. The obligation to supplement it in the event of significant new factors, material mistakes or material inaccuracies will not apply after the earlier of the date 12 months from the date of this Base Prospectus and the closing of the offer period for the Securities or the Securities being admitted to trading on a regulated market, whichever occurs later.

This Base Prospectus may be (i) registered in Switzerland with the reviewing body (*Prüfstelle*) SIX Exchange Regulation AG or another reviewing body approved by the Swiss Financial Market Supervisory Authority FINMA as a foreign prospectus that is also deemed to be approved in Switzerland pursuant to Article 54(2) of the Swiss Federal Act on Financial Services ("**FinSA**") for inclusion on the list of approved prospectus pursuant to Article 64(5) FinSA, (ii) deposited with this reviewing body and (iii) published pursuant to Article 64 FinSA.

Application may be made for the Notes which are "Series A" Securities to be listed and/or admitted to trading on the regulated market of Borsa Italiana S.p.A., in particular, the Electronic Bond Market organised and managed by Borsa Italiana S.p.A. (respectively, "**Borsa Italiana**" and the "**MOT**"), in compliance with the rules of the markets organised and managed by Borsa Italiana (*Regolamento dei mercati organizzati e gestiti da Borsa Italiana*) and any related instructions as amended from time to time, on the Bond-X segment of the multilateral trading facility of EuroTLX, organised and managed by Borsa Italiana time (respectively, "**EuroTLX**" and "**EuroTLX, Bond-X Segment**"), in compliance with the EuroTLX Market Rules (*Regolamento del Mercato*

EuroTLX) and any related instructions as amended from time to time, and on the multilateral trading facility of Euronext Access Milan, organised and managed by Borsa Italiana ("**Euronext Access Milan**") in compliance with the Rules of Euronext Access Milan Market (*Regolamento del Mercato Euronext Access Milan*) and any related instructions as amended from time to time.

Application may be made for the Certificates which are "Series A" Securities (including, for the avoidance of doubt, "Series A" Securities that are Exempt Securities) to be admitted to trading on the Cert-X Segment of EuroTLX ("**EuroTLX, Cert-X Segment**"), in compliance with the EuroTLX Market Rules (*Regolamento del Mercato EuroTLX*) and any related instructions as amended from time to time, and on the multilateral trading facility of the securitised derivative financial instruments, organised and managed by Borsa Italiana ("**SeDeX**") in compliance with the SeDeX Market Rules (*Regolamento del Mercato SeDeX*) and any related instructions, as amended from time to time.

Each of EuroTLX, Euronext Access Milan and SeDeX is not a regulated market for the purposes of MiFID II.

In the case of Certificates offered in a Non-exempt Offer (as defined below) in Italy and/or admitted to trading on EuroTLX Cert-X Segment and SeDeX, where applicable, references to:

- "redemption", "redeem" and "redeemed" shall be construed to be to "termination" and "terminate" and "terminated",
- "principal" and "principal amount", respectively, shall be construed to be to "invested amount",
- "settlement" and "settle" and "settled" shall be construed to be to, respectively, "termination" and "terminate" and "terminated",
- "interest", "interest payment date", "interest period" and "interest rate" (and related expressions) shall be construed to be to "premium", "premium payment date", "premium period", "premium rate" and "premium underlying", and
- "maturity date" shall be construed to be to "final termination date",

and all related expressions shall be construed accordingly.

Securities admitted to trading on Borsa Italiana trading venues shall be transferred in lots at least equal to the Minimum Tradable Amount, as defined by the listing rules of the market organised and managed by Borsa Italiana, or multiples thereof, as determined by Borsa Italiana and specified in the applicable Issue Terms and held through and transferred in accordance with the rules of the relevant clearing system.

Secured Overnight Financing Rate

As further described under "*Risk Factors*" below, the interest rate on the Securities may be determined by reference to SOFR (as defined in the Terms and Conditions of the Securities).

SOFR is published by the New York Federal Reserve and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. The New York Federal Reserve reports that SOFR includes all trades in the Broad General Collateral Rate and bilateral Treasury repurchase agreement (repo) transactions cleared through the delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the "**FICC**"), a subsidiary of the Depository Trust and Clearing Corporation ("**DTCC**"), and SOFR is filtered by the New York Federal Reserve to remove some (but not all) of the foregoing transactions considered to be "specials". According to the New York Federal Reserve, "specials" are repos for specific-issue collateral, which take place at cash-lending rates below those for general collateral repos because cash providers are willing to accept a lesser return on their cash in order to obtain a particular security.

The New York Federal Reserve reports that SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon as well as General Collateral Finance Repo transaction data and data on bilateral Treasury repo transactions cleared through the FICC's delivery-versus-payment service. The New York Federal Reserve also notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC.

If data for a given market segment were unavailable for any day, then the most recently available data for that segment would be utilized, with the rates on each transaction from that day adjusted to account for any change in

the level of market rates in that segment over the intervening period. SOFR would be calculated from this adjusted prior day's data for segments where current data were unavailable, and unadjusted data for any segments where data were available. To determine the change in the level of market rates over the intervening period for the missing market segment, the New York Federal Reserve would use information collected through a daily survey conducted by its Trading Desk of primary dealers' repo borrowing activity. Such daily survey would include information reported by Morgan Stanley & Co. LLC, a wholly owned subsidiary of Morgan Stanley, as a primary dealer.

The New York Federal Reserve notes on its publication page for SOFR that use of SOFR is subject to important limitations, indemnification obligations and disclaimers, including that the New York Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

Each U.S. government securities business day, the New York Federal Reserve publishes SOFR on its website at approximately 8:00 a.m., New York City time. If errors are discovered in the transaction data provided by The Bank of New York Mellon or DTCC Solutions LLC, or in the calculation process, subsequent to the initial publication of SOFR but on that same day, SOFR and the accompanying summary statistics may be republished at approximately 2:30 p.m., New York City time. Additionally, if transaction data from The Bank of New York Mellon or DTCC Solutions LLC had previously not been available in time for publication, but became available later in the day, the affected rate or rates may be republished at around this time. Rate revisions will only be effected on the same day as initial publication and will only be republished if the change in the rate exceeds one basis point. Any time a rate is revised, a footnote to the New York Federal Reserve's publication would indicate the revision. This revision threshold will be reviewed periodically by the New York Federal Reserve and may be changed based on market conditions.

Because SOFR is published by the New York Federal Reserve based on data received from other sources, none of the Issuers nor the Guarantor has any control over its determination, calculation or publication. See "*Risk Factors*" below.

The information contained in this section "*Secured Overnight Financing Rate*" is based upon the New York Federal Reserve's Website and other U.S. government sources.

Investing in the Securities involves risks. See the section entitled "*Risk Factors*" below.

Important U.S. securities and tax law considerations

THE SECURITIES, ANY INTEREST THEREIN AND ANY GUARANTEE IN RESPECT THEREOF, AND THE SECURITIES TO BE DELIVERED ON EXERCISE OR REDEMPTION OF THE SECURITIES (IF ANY), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS AND MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED, EXERCISED OR REDEEMED AT ANY TIME, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES (WHICH TERM INCLUDES THE TERRITORIES, THE POSSESSIONS AND ALL OTHER AREAS SUBJECT TO THE JURISDICTION OF THE UNITED STATES) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT). SEE "*SUBSCRIPTION AND SALE*" AND "*NO OWNERSHIP BY U.S. PERSONS*".

For payments in respect of a Security issued by Morgan Stanley or MSFL, in order to avoid U.S. withholding taxes, the beneficial owner of the Security that is not a United States person (or a financial institution holding the Security on behalf of the beneficial owner that is not a United States person) is required under current law to comply with certain tax identification and certification requirements, generally by furnishing the appropriate U.S. Internal Revenue Service ("IRS") Form W-8BEN or W-8BEN-E on which the beneficial owner certifies under penalty of perjury that it is not a United States person. Certain tax identification and certification, and possible withholding, requirements apply as well to holders of Securities of all Issuers with respect to "FATCA" or Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as more fully described under "*United States Federal Taxation*".

Each investor must comply with all applicable laws and regulations in each country or jurisdiction in or from which the investor purchases, offers, sells or delivers the Securities or has in the investor's possession or distributes this Base Prospectus or any accompanying Issue Terms or any Drawdown Prospectus.

No deposits and no deposit protection insurance

THE SECURITIES ARE NOT DEPOSITS OR SAVINGS ACCOUNTS AND ARE NOT INSURED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION, THE UK FINANCIAL SERVICES COMPENSATION SCHEME, OR ANY OTHER GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR DEPOSIT PROTECTION SCHEME ANYWHERE, NOR ARE THEY OBLIGATIONS OF, OR GUARANTEED BY, A BANK.

No participation in a collective investments scheme

The Securities do not constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes ("CISA"). The Securities are neither subject to the authorisation nor to the supervision by the Swiss Financial Market Supervisory Authority FINMA ("FINMA") and investors do not benefit from the specific investor protection provided under the CISA. Investors should be aware that they are exposed to the credit risk of the relevant Issuer and, if applicable, of the Guarantor.

MIFID II product governance/target market

The Issue 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. Any person subsequently offering, selling or recommending the 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 in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither dealer(s) nor any of its respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

UK MIFIR product governance/target market

The Issue Terms in respect of any Securities may include a legend entitled "**UK MiFIR Product Governance**" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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 in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither dealer(s) nor any of its respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Important – EEA Retail Investors

PRIIPs/IMPORTANT – EEA RETAIL INVESTORS – If the Issue 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:

- (A) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, (as amended, "**MiFID II**");
- (B) a customer within the meaning of Directive (EU) 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

- (C) not a qualified investor as defined in the Prospectus Regulation.

Consequently, if the Issue Terms in respect of any Securities include a legend entitled "*Prohibition of Sales to EEA Retail Investors*", 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 or will be 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.

Important – UK Retail Investors

UK CCI REGIME/IMPORTANT – UK RETAIL INVESTORS – If the Issue Terms in respect of any Securities includes a legend entitled "*Prohibition of Sales to UK Retail Investors*", the Securities are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is either one (or both) of the following:

- (A) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the laws of the United Kingdom; or
- (B) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024.

Consequently, if the Issue Terms in respect of any Securities include a legend entitled "*Prohibition of Sales to UK Retail Investors*", no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Securities or otherwise making them available to retail investors in the UK has been or will be prepared and therefore offering, selling or distributing the Securities or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

Belgium – Prohibition of sales to consumers

Unless the relevant Issue Terms in respect of any Securities specifies the "Supplementary Provisions for Belgian Securities" as "Applicable", each Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program will be required to represent and agree, that it has not offered or sold or otherwise made available and that it will not offer or sell or otherwise make available the Securities to "consumers" (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*).

No or limited secondary market

Potential investors should be willing to hold the Securities until maturity. The nature and extent of any secondary market in the Securities cannot be predicted and there may be little or no secondary market in the Securities. If MSI plc or other affiliate of the Issuer does make a market for the Securities, it may cease to do so at any time.

Currency definitions

All references in this Base Prospectus to "Sterling" and "£" are to the lawful currency of the United Kingdom, all references to "U.S. Dollars", "U.S.\$" and "\$" are to the lawful currency of the United States of America, all references to "Japanese Yen" and "¥" are to the lawful currency of Japan, all references to "Australian Dollars" and "AUD" are to the lawful currency of the Commonwealth of Australia, all references to "New Zealand Dollars" and "NZD" are to the lawful currency of New Zealand, all references to "Renminbi" or "CNY" are to the lawful currency of the People's Republic of China (which, for the purpose of this Base Prospectus, shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People's Republic of China and Taiwan) and all references to "euro", "€" and "EUR" are to the lawful single currency of the member states of the European Union (each a "Member State") who have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

Language

The language of this Base 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.

U.S. Securities disclosures

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE RELEVANT ISSUER AND, WHERE APPLICABLE, THE GUARANTOR AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Stabilisation legend

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF SECURITIES UNDER THE PROGRAM, ANY DISTRIBUTION AGENT OR ANY OTHER AGENT SPECIFIED FOR THAT PURPOSE IN THE APPLICABLE FINAL TERMS AS THE STABILISING MANAGER (OR ANY PERSON ACTING FOR THE STABILISING MANAGER) MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF ANY OF THE SECURITIES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL FOR A LIMITED PERIOD. HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISING 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 COMMENCED, MAY CEASE AT ANY TIME, BUT MUST BE BROUGHT TO AN 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 STABILISING ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER (OR ANY PERSON ACTING FOR THE STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

Defined Terms

See the "*Index of Defined Terms*" at the end of this document for a list of defined terms and where they are defined in this Base Prospectus.

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GENERAL DESCRIPTION OF THE SECURITIES

The following overview describes the key features of the Securities that each Issuer is offering under the Program in general terms only. Investors should read this general description together with the more detailed information that is contained in this Base Prospectus and in the applicable Issue Terms.

Issuers	Morgan Stanley, MSI plc, MSBV, MSFL, MSESE.
Guarantor	In the case of Securities issued by MSBV or MSFL, Morgan Stanley.
Distribution Agents	MSI plc or any other entity approved as such from Morgan Stanley or its affiliates (the " Morgan Stanley Group ").
Fiscal Agent (in respect of English Law Securities)	The Bank of New York Mellon, London Branch.
Registrar and Transfer Agent	The Bank of New York Mellon S.A./N.V., Luxembourg Branch (together with the Fiscal Agent, the " Agents " in the case of English Law Securities).
Principal Paying Agent and Fiscal Agent (in respect of French Law Securities)	Such entity as may be appointed pursuant to the French Agency Agreement.
Paris Paying Agent	Such entity as may be appointed pursuant to the French Agency Agreement.
Nordic Issuing Agent	Skandinaviska Enskilda Banken AB (publ).
Euroclear Registrar	Computershare Investor Services (Guernsey) Limited.
Securities	Series A and Series B Securities (which may be Notes or Certificates) which are issued under the Regulation S Program for the Issuance of Notes and Certificates, Series A and B, and Warrants (the " Program "), and which are (a) English Law Securities that are (i) issued pursuant to the issue and paying agency agreement dated 10 July 2026 between the Issuers, the Guarantor and the Agents (as may be amended, supplemented, and/or restated from time to time, the " Issue and Paying Agency Agreement "), (ii) in the case of MSBV and MSI plc, issued in dematerialised and uncertificated book-entry form with a Nordic central securities depository pursuant to the issuing and paying agent agreement dated 11 April 2016 between the Nordic Issuing Agent, MSI plc and MSBV (such agreement as amended on 12 March 2026 and 7 July 2026 and as may be further amended, supplemented and/or restated from time to time, the " SEB Issuing and Paying Agent Agreement "), (iii) in the case of MSESE, issued in dematerialised and uncertificated book-entry form with a Nordic central securities depository pursuant to an issuing and paying agent agreement as may be entered into by the Nordic Issuing Agent and MSESE (the " MSESE SEB Issuing and Paying Agent Agreement ") or (iv) issued pursuant to the Euroclear Agreement dated 10 July 2026 between MSBV, MSI plc, MSESE and the Euroclear Registrar (as may be amended, supplemented, and/or restated from time to time, the " Euroclear Agreement ") or (b) French Law Securities that are issued pursuant to a French law agency agreement to be entered into between the Issuers, the Guarantor and the entities named therein as Principal Paying Agent, Fiscal Agent and Paris Paying Agent (as may be further amended, supplemented and/or restated from time to time, the " French Agency Agreement "). For the avoidance of doubt, this Base

Prospectus does not relate to or describe any securities other than Notes and Certificates.

Program Authorisations

The issue of, amongst others, the Securities were authorised by Morgan Stanley pursuant to resolutions (the "**Authorising Resolutions**") adopted at a meeting of the Board of Directors of Morgan Stanley held on 25 September 1998, 17 June 2003, 14 December 2004, 20 September 2005, 12 December 2006, 19 June 2007, 17 September 2007, 16 June 2008, 18 October 2023 and 2 May 2025.

Issuance in Series

Securities will be issued in series (each, a "**Series**"). Each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") issued on different issue dates. The Securities of each Series will all be subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches and each Series may comprise Securities of different denominations (in the case of Notes). The Securities of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Securities of different denominations (in the case of Notes).

Forms of Securities

In the case of English Law Securities:

Morgan Stanley, MSI plc, MSBV, MSFL and MSESE may issue English law governed Securities in registered form ("**Registered Securities**"). Registered Securities may be in either individual certificate form or in global certificate form. MSBV, MSI plc and MSESE may also issue Securities in dematerialised and uncertificated book-entry form with a Nordic central securities depository ("**Nordic Securities**"). MSBV, MSI plc and MSESE may also issue Securities in uncertificated registered form in accordance with the Uncertificated Securities Regulations 2001 (as amended, modified or re-enacted and such other regulations made under Sections 783, 784(3), 785 and 788 of the Companies Act 2006 as are applicable to the Euroclear Registrar ("**Uncertificated Securities**").

In the case of French Law Securities:

Morgan Stanley, MSI plc, MSBV, MSFL and MSESE may also issue French law governed Securities in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Securityholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent acting on behalf of the Issuer.

Title to French Law Securities will be evidenced in accordance with article L. 211-3 of the *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to article R. 211-7 of the *Code monétaire et financier*) will be issued in respect of French Law Securities.

Registered Securities

Registered Securities will be in the form of either individual security certificates or global security certificates, in each case as specified in the relevant Issue Terms. Each global security certificate will either be: (a) in the case of Registered Securities which are not to be held under the New Safekeeping Structure (as defined below), registered in the name of a nominee of a common depository for the Relevant Clearing System and the relevant global security certificate will be deposited on or about the issue date with the common depository; or (b) in the case of Registered Securities which are to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), registered in the name of a nominee of a common safekeeper for the Relevant Clearing System and the relevant global security certificate will be deposited on or about the issue date with the common safekeeper for the Relevant Clearing System.

Uncertificated Securities

Uncertificated Securities will be held in uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the "**Regulations**"). The Uncertificated Registered Securities are participating securities for the purposes of the Regulations. Title to the Uncertificated Securities is recorded on the relevant Operator register of eligible debt securities (as defined in the Regulations) and the relevant "**Operator**" (as such term is used in the Regulations) in Euroclear UK & International Limited or any additional or alternative operator from time to time approved by the Issuer and the Euroclear Registrar and in accordance with the Regulations. Securities in definitive registered form will not be issued (either upon issue or in exchange for Uncertificated Securities).

The Euroclear Registrar will make all payments in respect of Uncertificated Securities.

Terms and Conditions

Issue Terms will be prepared in respect of each Tranche of Securities (each, an "**Issue Terms**"). The terms and conditions applicable to each Tranche will be those set out herein under the heading "*Terms and Conditions of the Securities*", as completed by the applicable Issue Terms. The applicable Issue Terms will also specify which of the provisions set out in Part 1: of the Terms and Conditions (the "**General Terms and Conditions**" or "**General Conditions**"), Part 2: of the Terms and Conditions (the "**Additional Terms and Conditions**" or "**Additional Conditions**") and, if "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, Part 3: of the Terms and Conditions (the "**Belgian Supplemental Conditions**") are applicable in respect of a particular Series of Securities.

Any Issuer may issue Securities that are Share-Linked Securities, Index-Linked Securities, ETF-Linked Securities, Commodity-Linked Securities, Currency-Linked Securities, Inflation-Linked Securities, Fund-Linked Securities and Preference Share-Linked Securities and/or any combination thereof (each as defined in Condition 8 (*Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked, Preference Share-Linked and Futures Contract-Linked Securities*) of "*Terms and Conditions of the Securities*" hereof).

Specified Currency

Securities may be denominated or payable in any currency as set out in the applicable Issue Terms, subject to all applicable consents being

General Description of the Securities

	obtained and compliance with all applicable legal and regulatory requirements.
Status	Securities will be direct and general obligations of the relevant Issuer.
Guarantee	The payment of all amounts due in respect of Securities issued by MSBV (unless specified otherwise in the applicable Issue Terms) or MSFL will be fully, unconditionally and irrevocably guaranteed by Morgan Stanley pursuant to a guarantee dated as of 10 July 2026 (as supplemented and/or amended and/or restated and/or replaced from time to time). Payment of amounts due in respect of MSI plc or MSESE Securities are not guaranteed by Morgan Stanley.
Issue Price	Securities may be issued at any price, as specified in the applicable Issue Terms, subject to compliance with all applicable legal and regulatory requirements.
Maturities	Securities will have maturities as specified in the applicable Issue Terms, subject to compliance with all applicable legal and regulatory requirements. Where Securities have a maturity of less than one year and either (i) the issue proceeds are received by the relevant Issuer in the United Kingdom or (ii) the activity of issuing the Securities is carried on from an establishment maintained by the relevant Issuer in the United Kingdom, such Securities must: (a) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses; or (b) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the relevant Issuer.
Relevant Underlying	The interest and/or redemption amounts payable on Securities may be linked to the value or performance of (each, a " Relevant Underlying ") (i) one or more shares (such Securities, the " Share-Linked Securities "), (ii) one or more equity indices (such Securities, the " Index-Linked Securities "), (iii) interests in one or more exchange traded funds (such Securities, the " ETF-Linked Securities "), (iv) one or more commodities or commodity indices (such Securities, the " Commodity-Linked Securities "), (v) one or more currencies (such Securities, the " Currency-Linked Securities "), (vi) one or more inflation indices (such Securities, the " Inflation-Linked Securities "), (vii) interests in one or more funds (such Securities, the " Fund-Linked Securities "), (viii) one or more preference shares issued by an entity which is not Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE (such Securities, the " Preference Share-Linked Securities ") (ix) one or more futures contracts (such Securities, the " Futures Contracts-Linked Securities ") or (x) any combination of the foregoing types of Securities (other than Preference Share-Linked Securities).
Redemption	Securities may be redeemed at par or at such other redemption amount (detailed in a formula or otherwise, which may be linked to the performance of a Relevant Underlying) or may be Securities (" Physical Settlement Securities ") which are redeemable by delivery of securities of an issuer that is not affiliated with Morgan Stanley,

MSI plc, MSBV, MSFL or MSESE, in each case as may be specified in such provisions of the General Terms and Conditions, the Additional Terms and Conditions and the Belgian Supplemental Conditions as being applicable in respect of a Series of Securities in the applicable Issue Terms. For the avoidance of doubt, where the securities being delivered are equity securities within the meaning of Article 2(b) of the Prospectus Regulation, such securities will not belong to the Issuer nor to any entity belonging to the group of the Issuer.

Early Redemption

Early redemption will be permitted: (i) for taxation reasons as mentioned in Conditions 16.2 and 16.3 (*Redemption and Purchase*) of "*Terms and Conditions of the Securities*" hereof; and (ii) following the occurrence of an Event of Default, if the requisite number of Securityholders declare the Securities to be due and payable following the occurrence of such Event of Default in accordance with Condition 22 (*Events of Default*) of "*Terms and Conditions of the Securities*" hereof, but will otherwise be permitted only to the extent specified in the applicable Issue Terms.

Interest

Securities may be interest-bearing or non-interest-bearing. Interest (if any) may accrue at a fixed rate (which may be zero), a floating rate, a rate which varies during the lifetime of the relevant Series, or a rate which is linked to the performance of a Relevant Underlying.

Denominations and Unit Value

Notes will be issued and traded in such denominations as may be specified in the applicable Issue Terms, subject to compliance with all applicable legal and regulatory requirements. Certificates will be issued in a number of units and traded in units, each having the unit value as specified in the applicable Issue Terms, subject to compliance with all applicable legal and regulatory requirements. In the case of Notes or Certificates issued by MSBV and MSESE, such denomination or unit value (as applicable) for each Note or Certificate which is admitted to trading on an EEA exchange and/or offered to the public in an EEA State shall, in no circumstance, be an amount less than EUR 1,000 (or its equivalent in any other currency).

Taxation

Payments made by the Issuer, or if applicable, the Guarantor, in respect of any Securities will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by (i) in the case where the Issuer is MSI plc, the United Kingdom; (ii) in the case where the Issuer is MSBV, the Netherlands; (iii) in the case where the Issuer is Morgan Stanley or MSFL, the United States of America; (iv) in the case where the Issuer is MSESE, Germany; or (v) in the case of the Guarantor, the United States of America, in each case, including any political subdivision or any authority or agency therein or thereof having power to tax, unless such withholding or deduction is required by law. In the case of payments in respect of Securities issued by Morgan Stanley or MSFL, the beneficial owner of the Security that is not a United States person (or a financial institution holding the Security on behalf of the beneficial owner that is not a United States person) is required under currently applicable law to timely furnish the appropriate IRS Form W-8BEN or W-8BEN-E on which the beneficial owner certifies under penalties of perjury that, among other things, it is not a United States person. In the event that any Issuer or the Guarantor determines that withholding or deduction of taxes is required by the United States, or any political subdivision thereof or any authority or agency therein having power to tax, on any payment on any Securities, such Issuer or Guarantor will (subject to customary exceptions) pay those Additional

Amounts (as defined herein) as will result in those Securityholders who are U.S. Aliens (as defined herein) receiving such amounts as they would have received in respect of the Securities had no withholding or deduction been required, but only if so specified in the applicable Issue Terms. In respect of French Law Securities, neither the Issuer, nor the Guarantor (if applicable), shall be required to make any additional payments on account of any such withholding or deduction.

Benefit Plan Investors

The Securities may not be acquired or held by, or acquired with the assets of, any employee benefit plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), any individual retirement account or plan subject to Section 4975 of the Code, or any entity whose underlying assets include "plan assets" within the meaning of Section 3(42) of ERISA by reason of any such employee benefit plan's account's or plan's investment therein.

Use of Proceeds

The net proceeds of each issue of Securities will be used by the relevant Issuer either (i) for general corporate purposes and/or, in connection with hedging its obligations under the Securities, or (ii) for any other particular identified use of proceeds, all as stated in the applicable Issue Terms.

In respect of each issue of Securities by MSBV, at least 95% of the proceeds will be invested (*uitzetten*) within the group of which it forms part.

MSFL intends to lend the net proceeds from its issuances of Securities to Morgan Stanley. Morgan Stanley intends to use the proceeds from such loans (i) for general corporate purposes, or (ii) in the case of Notes, if the Notes constitute Sustainable Bonds, to finance or refinance, in whole or in part, Eligible Projects.

If the Notes constitute Sustainable Bonds, an amount equal to the gross proceeds raised by way of Sustainable Bonds issued pursuant to the Morgan Stanley Sustainable Issuance Framework will be allocated to the financing or refinancing, in whole or in part, of Eligible Projects, that Morgan Stanley or any of its wholly owned subsidiaries, considers consistent with the eligibility criteria in the Morgan Stanley Sustainable Issuance Framework. Under this Base Prospectus, Sustainable Bonds may only be issued by Morgan Stanley or by MSFL. None of MSBV, MSESE or MSI plc will issue Sustainable Bonds under this Base Prospectus.

If the applicable Issue Terms specify that the Notes are "Green Bonds", an amount equal to the gross proceeds raised will be allocated to Green Eligible Projects.

If the applicable Issue Terms specify that the Notes are "Social Bonds", an amount equal to the gross proceeds raised will be allocated to Social Eligible Projects.

If the applicable Issue Terms specify that the Notes are "Sustainability Bonds", an amount equal to the gross proceeds raised will be allocated to Green Eligible Projects and Social Eligible Projects.

Listing and Admission to Trading

Applications have been made to admit the Securities which are "Series A" Securities by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE to the Luxembourg Stock Exchange. The applicable Issue Terms will specify whether an issue of Securities which are "Series A Securities"

will be (i) admitted to the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or the Euro MTF Market; and/or (ii) admitted to the Official List of the Luxembourg Stock Exchange and to be displayed on the LuxSE SOL (without admission to trading); (iii) admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system; or (iv) unlisted, as the relevant Issuer and any Distribution Agent may agree.

Application may be made for the Securities which are "Series A" Securities to be listed and/or admitted to trading on Euronext Paris.

Application may be made for the Notes which are "Series A" Securities to be listed and/or admitted to trading on (i) the regulated market of Borsa Italiana S.p.A., in particular, the Electronic Bond Market organised and managed by Borsa Italiana S.p.A. (respectively, "**Borsa Italiana**" and the "**MOT**"), in compliance with the rules of the markets organised and managed by Borsa Italiana (*Regolamento dei mercati organizzati e gestiti da Borsa Italiana*) and any related instructions as amended from time to time, (ii) the Bond-X segment of the multilateral trading facility of EuroTLX, organised and managed by Borsa Italiana time (respectively, "**EuroTLX**" and "**EuroTLX, Bond-X Segment**"), in compliance with the EuroTLX Market Rules (*Regolamento del Mercato EuroTLX*) and any related instructions as amended from time to, and (iii) the multilateral trading facility of Euronext Access Milan, organised and managed by Borsa Italiana ("**Euronext Access Milan**"), in compliance with the Rules of Euronext Access Milan Market (*Regolamento del Mercato Euronext Access Milan*) and any related instructions as amended from time to time.

Application may also be made for the Certificates which are "Series A" Securities to be admitted to trading on (i) the Cert-X segment of EuroTLX, organised and managed by Borsa Italiana ("**EuroTLX Cert-X Segment**"), in compliance with the EuroTLX Market Rules (*Regolamento del Mercato EuroTLX*) and any related instructions, as amended from time to time and (ii) the multilateral trading facility of the securitised derivative financial instruments organised and managed by Borsa Italiana ("**SeDeX**"), in compliance with the SeDeX Market Rules (*Regolamento del Mercato SeDeX*) and any related instructions, as amended from time to time.

Each of EuroTLX, Euronext Access Milan and SeDeX is not a regulated market for the purposes of MiFID II.

Securities which are "Series B" Securities will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.

Clearing Systems

Euroclear, Clearstream, Luxembourg, Euroclear France and/or any other clearing system as may be specified in the applicable Issue Terms.

Governing Law

In the case of English Law Securities:

The Securities and any non-contractual obligations arising out of or in connection with them shall be governed by English law.

In the case of French Law Securities:

The Securities shall be governed by French law (except in relation to the Issuer's right to repurchase Securities in accordance with Condition 16.11).

The Guarantee of Morgan Stanley in respect of Securities issued by MSBV or MSFL is governed by New York law.

Enforcement of Securities in Global Form

In the case of Securities issued by Morgan Stanley in global form, individual holders' rights will be governed by a deed of covenant entered into by Morgan Stanley dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**Morgan Stanley Deed of Covenant**"), in the case of Securities issued by MSI plc in global form or in dematerialised form, individual holders' rights will be governed by a deed of covenant entered into by MSI plc dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSI plc Deed of Covenant**"), in the case of Securities issued by MSBV in global form or in dematerialised form, individual holders' rights will be governed by a deed of covenant entered into by MSBV dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSBV Deed of Covenant**"), in the case of Securities issued by MSFL in global form, individual holders' rights will be governed by a deed of covenant entered into by MSFL dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSFL Deed of Covenant**"), in the case of Securities issued by MSESE in global form or in dematerialised form, individual holders' rights will be governed by a deed of covenant entered into by MSESE dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSESE Deed of Covenant**"), copies of which, in each case, will be available for inspection at the specified office of the Fiscal Agent.

Restrictions on sale to U.S. Persons

The Securities may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed *at any time*, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act). In addition, the Securities may be subject to additional restrictions as may be specified in the applicable Issue Terms.

Selling Restrictions

For a description of certain restrictions on offers, sales and deliveries of the Securities and on the distribution of offering material in the United States and in certain other countries, see "*Subscription and Sale*" and "*No Ownership by U.S. Persons*" hereof.

Certain Restrictions

Except where an Index is a Proprietary Index, in respect of Index-Linked Securities (as defined in the paragraph headed "*Relevant Underlying*" above), the specified index or basket or indices to which such Index-Linked Securities relate shall not be (a) any index composed by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or (b) any index provided by a legal entity or a natural person acting in association with, or on behalf of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE.

In respect of Share-Linked Securities (as defined in the paragraph headed "*Relevant Underlying*" above), the issuer or issuers of the specified share or shares to which such Share-Linked Securities relate shall not be Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE.

In respect of Preference Share-Linked Securities (as defined in the paragraph headed "*Relevant Underlying*" above), the issuer of the specified preference share to which such Preference Share-Linked Securities relate shall not be Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE.

In respect of Physical Settlement Securities (as defined in the paragraph headed "*Redemption*" above), any securities which are to be delivered pursuant to the terms and conditions of such Physical Settlement Securities shall not be any shares or transferable securities equivalent to shares in Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE.

Subordination

Structural subordination; Morgan Stanley's access to assets held by subsidiaries may be restricted: The Securities issued by Morgan Stanley, including the guarantees of the Securities issued by MSBV and MSFL, are Morgan Stanley's unsecured senior obligations, but Morgan Stanley's assets consist primarily of equity in, and receivables from, its subsidiaries.

As a result, Morgan Stanley's ability (i) to make payments on its Securities (ii) to make payments with respect to its guarantee of Securities issued by MSBV and MSFL and (iii) to pay dividends on its preferred stock and common stock, in each case depends upon its receipt of dividends, loan payments and other funds from its subsidiaries. In addition, the direct creditors of any subsidiary will have a prior claim on the subsidiary's assets, if any, and Morgan Stanley's rights and the rights of its creditors, including a Securityholder's rights as an owner of Securities issued by Morgan Stanley or a Securityholder's rights under Morgan Stanley's guarantees of Securities issued by MSBV or MSFL, will be subject to that prior claim, except to the extent that any claims Morgan Stanley may have as a creditor of that subsidiary are paid. This subordination of parent company creditors to prior claims of creditors of subsidiaries over the subsidiaries' assets is referred to as structural subordination.

In addition, various statutes and regulations restrict some of Morgan Stanley's subsidiaries from paying dividends or making loans or advances to Morgan Stanley. These restrictions could prevent those subsidiaries from paying the cash to Morgan Stanley that it needs in order to pay Securityholders. These restrictions include, without limitation:

- the net capital requirements under the Securities and Exchange Act of 1934, as amended, and the rules of some exchanges and other regulatory bodies, which apply to some of Morgan Stanley's principal subsidiaries, such as Morgan Stanley & Co. LLC and MSI plc, and
- banking regulations, which apply to Morgan Stanley Bank, N.A., a national bank, Morgan Stanley Private Bank, National Association (formerly Morgan Stanley Trust FSB), a national bank, and other bank subsidiaries of Morgan Stanley.

Status of Securities

Status of the MSI plc Securities; relationship with Morgan Stanley securities: The Securities issued by MSI plc are its unsecured

obligations and holders of these Securities are direct creditors of MSI plc.

In the case of French Law Securities issued by MSI plc, pursuant to the exercise of the bail-in power by the relevant UK Regulatory Authority, the outstanding amount of the Securities may be reduced (in whole or in part), converted into equity (in whole or in part) or cancelled and/or the maturity of the Securities or the amount of interest or the date on which the interest becomes payable may be amended.

Status of the MSBV Securities; relationship with Morgan Stanley securities: The Securities issued by MSBV are its unsecured obligations and holders of these Securities are direct creditors of MSBV, as well as direct creditors of Morgan Stanley under the related guarantee. The Morgan Stanley guarantee will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of Morgan Stanley, present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights.

Status of the MSFL Securities; relationship with Morgan Stanley securities: The Securities issued by MSFL are its unsecured obligations and holders of these Securities are direct creditors of MSFL, as well as direct creditors of Morgan Stanley under the related guarantee. As a finance subsidiary, MSFL has no independent operations beyond the issuance and administration of its securities and is expected to have no independent assets available for distributions to holders of MSFL Securities if they make claims in respect of the securities in a bankruptcy, resolution or similar proceeding. Accordingly, any recoveries by such holders will be limited to those available under the related guarantee by Morgan Stanley and that guarantee will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of Morgan Stanley, present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights. Holders of Securities issued by MSFL should accordingly assume that in any such proceedings they would not have any priority over and should be treated *pari passu* with the claims of other unsecured, unsubordinated creditors of Morgan Stanley, including holders of Morgan Stanley-issued securities.

Status of the MSESE Securities; relationship with Morgan Stanley securities: The Securities issued by MSESE are its unsecured obligations and holders of these Securities are direct creditors of MSESE.

In the case of French Law Securities issued by MSESE, pursuant to the exercise of the bail-in power by the relevant competent resolution authority, the outstanding amount of the Securities may be reduced (in whole or in part), converted into equity (in whole or in part) or cancelled and/or the maturity of the Securities or the amount of interest or the date on which interest becomes payable may be amended.

Determinations made by the Determination Agent and the Issuer

Pursuant to "*Terms and Conditions of the Securities*" hereof, upon determination by the Determination Agent, in its reasonable discretion, that certain events have occurred with respect to the Securities including, without limitation, that a Potential Adjustment Event, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Additional Disruption Event has occurred with respect to the relevant Securities, the Issuer will, in its reasonable discretion, determine whether the relevant Securities shall continue or shall be redeemed early. If the Issuer determines that the relevant Securities shall be redeemed early, the Issuer shall provide notice of such early

redemption to Securityholders a prescribed number of days prior to the date fixed for redemption.

If the Issuer determines that the relevant Securities shall continue following the occurrence of such an event, the Determination Agent may, in its reasonable discretion, make certain determinations to account for the occurrence of the relevant event, including to make adjustments to the terms of the Securities.

In the event that the Determination Agent determines that an adjustment shall be made to the terms of the relevant Securities following the occurrence of such an event, the Fiscal Agent shall be required to provide Securityholders with notice of such adjustment within a prescribed time period, set out in the applicable Conditions of the Securities relating to the relevant event, following such adjustment becoming effective, provided that any failure to give such notice shall not affect the validity of any such adjustment.

Substitution

Pursuant to Condition 36.1 (*Substitution of Issuer with Morgan Stanley Group entities*), the Issuer may be substituted for Morgan Stanley (if the original Issuer is not Morgan Stanley) or a subsidiary of Morgan Stanley without the consent of the Securityholders.

If the Belgian Supplemental Conditions is specified as not applicable in the applicable Issue Terms, pursuant to Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*), the Issuer or the Guarantor (in the case of MSBV or MSFL Securities) may, subject to the Conditions set out in Condition 36 (*Substitution*) including the rights of Securityholders under Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*), but without the consent of Securityholders, upon the occurrence of a Substitution Event (as defined in Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*)), substitute for itself any entity which is not a Morgan Stanley Group entity, provided that such entity satisfies the requirements set out in Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*).

Upon a substitution of the Issuer or the Guarantor with a non Morgan Stanley Group entity pursuant to Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*), Securityholders who object to the substitution will have the right to require the Issuer to redeem their Securities at a price determined in accordance with the provisions of Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*), by providing notice of their intention to exercise such right in the manner set out in Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*).

If the Issuer substitutes an entity in place of the Issuer, the tax consequences (including the withholding tax consequences) of holding the Securities may change. Except as provided in Condition 21.1 (*Additional Amounts*), if withholding is required on the Securities, the Issuer will not be required to pay any additional amounts.

RISK FACTORS

Prospective investors should read the entire Base Prospectus (and where appropriate, any relevant Issue Terms). Words and expressions defined elsewhere in this Base Prospectus have the same meanings in this section.

Prospective investors should consider the section entitled "Risk Factors" (excluding the Risk Factor headed "As a finance subsidiary, MSFL has no independent operations and is expected to have no independent assets") at pages 1 to 21 of the Registration Document dated 14 November 2025 (as supplemented from time to time, the "Registration Document"), as amended by the section entitled "Amendments to the "Risk Factors" Section" at pages 7 to 10 of the Second Supplement to the Registration Document dated 26 February 2026 in respect of Morgan Stanley, MSI plc, MSBV, MSFL and MSESE referred to in the section entitled "Incorporation by Reference" in this Base Prospectus and the factors described below and consult with their own professional advisors if they consider it necessary. Each of the Issuers and the Guarantor believe that such factors represent the principal risks inherent in investing in Securities issued under the Program but the inability of an Issuer to pay interest, principal or other amounts on or in connection with any Securities may occur for other reasons, which may not be considered significant risks by such Issuer based on information currently available to it or which it may not currently be able to anticipate.

This section describes generally the most significant risks of investing in Securities linked to one or more Relevant Underlyings such as interest rates, swap rates, shares, equity indices, proprietary indices, exchange traded funds, commodities or commodity indices, inflation indices, other indices, currencies, funds, one or more preference shares, futures contracts or constant maturity swap rates. Each investor should carefully consider whether the Securities, as described herein and in the applicable Issue Terms, are suited to its particular circumstances before deciding to purchase any Securities.

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1. *Risks relating to the financial situation of Morgan Stanley*

A description of the risks relating to the financial situation of Morgan Stanley that may affect the ability of the relevant Issuer to fulfil its obligations under the Securities are set out in the section entitled "*Risks*"

relating to the financial situation of Morgan Stanley" on pages 1 to 5 of the Registration Document, as amended by page 7 of the Second Supplement to the Registration Document.

2. *Risks relating to the operation of Morgan Stanley's business activities*

A description of the risks relating to the operation of Morgan Stanley's business activities that may affect the ability of the relevant Issuer to fulfil its obligations under the Securities are set out in the section entitled "*Risks relating to the operation of Morgan Stanley's business activities*" on pages 5 to 9 of the Registration Document, as amended by pages 7 to 8 of the Second Supplement to the Registration Document.

3. *Legal, regulatory and compliance risk*

A description of legal, regulatory and compliance risks that may affect the ability of the relevant Issuer to fulfil its obligations under the Securities are set out in the section entitled "*Legal, regulatory and compliance risk*" on pages 9 to 13 of the Registration Document, as amended by page 9 of the Second Supplement to the Registration Document.

4. *Other risks relating to Morgan Stanley's business activities*

A description of other risks relating to Morgan Stanley's business activities that may affect the ability of the relevant Issuer to fulfil its obligations under the Securities are set out in the section entitled "*Other risks relating to Morgan Stanley's business activities*" on pages 13 to 15 of the Registration Document, as amended by pages 9 to 10 of the Second Supplement to the Registration Document.

5. *Risks relating to MSI plc, MSBV, MSFL and MSESE*

A description of other risks relating to MSI plc, MSBV, MSFL and MSESE that may affect the ability of the relevant Issuer to fulfil its obligations under the Securities are set out in the section entitled "*Risks relating to MSI plc, MSBV, MSFL and MSESE*" on pages 15 to 21 of the Registration Document.

6. *Risk Factors relating to the Issuers and Guarantor*

6.1 *Credit risk*

Holders of Securities issued by Morgan Stanley, MSI plc or MSESE bear the credit risk of the relevant Issuer, that is the risk that the relevant Issuer is not able to meet its obligations under such Securities, irrespective of whether such Securities are referred to as capital or principal protected or how any principal, interest or other payments under such Securities are to be calculated. Holders of Securities issued by MSBV or MSFL bear the credit risk of the relevant Issuer and/or the Guarantor, that is the risk that the relevant Issuer and/or the Guarantor is not able to meet its obligations under such Securities, irrespective of whether such Notes are referred to as capital or principal protected or how any principal, interest or other payments under Securities are to be calculated. If the Issuer and/or the Guarantor is not able to meet its obligations under the Securities, then that would have a significant negative impact on the investor's return on the Securities and an investor may lose up to its entire investment.

6.2 *Risks in relation to the exercise of potential resolution powers under UK law*

MSI plc, as an investment firm for the purposes of the Banking Act 2009 (the "**Banking Act**"), is subject to provisions of that Act which give wide powers in respect of UK banks, their parent and other group companies and investment firms (such as MSI plc) to HM Treasury, the Bank of England, the Prudential Regulation Authority and the United Kingdom Financial Conduct Authority ("**FCA**") (each a "**relevant UK Regulatory Authority**") in circumstances where the relevant UK bank or investment firm (a "**relevant financial institution**") has encountered or is likely to encounter financial difficulties. The Banking Act implemented the provisions of Directive 2014/59/EU (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") and was recently amended by, amongst other statutory instruments, The Bank Recovery and Resolution (Amendment) (EU Exit) Regulations 2020, which implement into UK law certain of the recent amendments to BRRD which were required to be implemented prior to the UK leaving the EU.

These powers include powers to: (a) transfer all or some of the liability in respect of the securities issued by a relevant financial institution, or all or some of the property, rights and liabilities of a relevant

financial institution (which could include instruments issued by MSI plc), to a commercial purchaser or, in the case of securities, to HM Treasury or an HM Treasury nominee, or, in the case of property, rights or liabilities, to an entity owned by the Bank of England; (b) override any default provisions in contracts or other agreements, including provisions that would otherwise allow a party to terminate a contract or accelerate the payment of an obligation; (c) commence certain insolvency procedures in relation to a relevant financial institution; and (d) override, vary or impose contractual obligations, for reasonable consideration, between a relevant financial institution or its parent and its group undertakings (including undertakings which have ceased to be members of the group), in order to enable any transferee or successor of the relevant financial institution to operate effectively. The Banking Act also gives power to HM Treasury to make further amendments to the law for the purpose of enabling it to use the special resolution regime powers effectively, potentially with retrospective effect.

By reason of its group relationship with certain other Morgan Stanley Group companies (including companies incorporated outside the UK) which are banks, investment firms or third-country institutions for the purposes of the Banking Act, MSI plc is a banking group company within the meaning of the Banking Act. Accordingly, the relevant UK Regulatory Authority can exercise substantially similar special resolution powers in respect of MSI plc in its capacity as a banking group company where the Prudential Regulation Authority or third country authority having jurisdiction over the relevant Morgan Stanley Group company is satisfied that such Morgan Stanley Group company meets the relevant conditions for resolution action (including that it is failing or likely to fail, that it is not reasonably likely that other measures would prevent its failure, and that it is in the public interest to exercise those powers) or that it satisfies an equivalent test in the relevant jurisdiction (irrespective of whether at that time MSI plc is failing or likely to fail). Additionally, where a relevant third country Morgan Stanley Group company becomes subject to resolution or similar measures, the relevant UK Regulatory Authority may recognise the application of some of those measures to MSI plc (irrespective of whether at that time MSI plc is failing or likely to fail).

The powers granted to the relevant UK Regulatory Authority include (but are not limited to) a "write-down and conversion of capital instruments and liabilities" power and a "bail-in" power.

The "write-down and conversion of capital instruments and liabilities power" may be used where the relevant UK Regulatory Authority has determined that the institution concerned has reached the point of non-viability, but that no bail-in of instruments other than capital instruments or (where the institution concerned is not a resolution entity) certain internal non-own funds liabilities ("**relevant internal liabilities**") is required (however the use of the write-down and conversion power does not preclude a subsequent use of the bail-in power) or where the conditions to resolution are met. Any write-down or conversion effected using this power must be carried out in a specific order such that common equity must be written off, cancelled or appropriated from the existing shareholders in full before additional tier 1 instruments are affected, additional tier 1 instruments must be written off or converted in full before tier 2 instruments are affected and (in the case of a non-resolution entity) tier 2 instruments must be written off or converted in full before relevant internal liabilities are affected. Where the write-down and conversion of capital instruments and liabilities power is used, the write-down is permanent and investors receive no compensation (save that common equity tier 1 instruments may be required to be issued to holders of written-down instruments). The write-down and conversion of capital instruments and liabilities power is not subject to the "no creditor worse off" safeguard (unlike the bail-in power described below).

The "bail-in" power gives the relevant UK Regulatory Authority the power, in relation to a failing relevant financial institution or a banking group company in respect of a bank, investment firm or third-country institution (whether or not incorporated in the UK) which is failing or likely to fail, to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities of a failing financial institution or its holding company, and/or to convert certain debt claims into another security, including ordinary shares of the surviving entity, if any. Under the Banking Act, such power could be utilised in relation to MSI plc were it to be failing or likely to fail, or were a bank, investment firm or third-country institution (whether or not incorporated in the UK) in respect of which MSI plc is a banking group company to be failing or likely to fail. Were such power to be utilised in relation to MSI plc, it could be utilised in relation to securities issued by MSI plc.

The Banking Act requires the relevant UK Regulatory Authority to apply the "bail-in" power in accordance with a specified preference order which differs from the ordinary insolvency order. In particular, the relevant UK Regulatory Authority must write-down or convert debts in the following

order: (i) additional tier 1, (ii) tier 2, (iii) other subordinated claims and (iv) certain senior claims. The bail-in power is subject to the "no creditor worse off" safeguard, under which any shareholder or creditor which receives less favourable treatment than they would have had the institution entered into insolvency may be entitled to compensation.

Although the exercise of the bail-in power under the Banking Act is subject to certain pre-conditions, there remains uncertainty regarding the specific factors (including, but not limited to, factors outside the control of MSI plc or not directly related to MSI plc) which the relevant UK Regulatory Authority would consider in deciding whether to exercise such power with respect to MSI plc and its securities. Moreover, as the relevant UK Regulatory Authority may have considerable discretion in relation to how and when it may exercise such power, holders of securities issued by MSI plc may not be able to refer to publicly available criteria in order to anticipate a potential exercise of such power and consequently its potential effect on MSI plc and securities issued by MSI plc.

As well as a "write-down and conversion of capital instruments and liabilities" power and a "bail-in" power, the powers of the relevant UK Regulatory Authority under the Banking Act include broad powers to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge institution" (an entity created for such purpose that is wholly or partially in public control) and (iii) separate assets by transferring impaired or problem 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). The Bank of England has broad powers to make one or more share transfer instruments (in the case of a transfer to a private sector purchaser described in (i) or a transfer to a "bridge institution" in the case of (ii)) or one or more property transfer instruments (in all three cases). A transfer pursuant to a share transfer instrument or a property transfer instrument will take effect despite any restriction arising by virtue of contract or legislation or in any other way.

In addition, the Banking Act gives the relevant UK Regulatory Authority power to amend the maturity date and/or any interest payment date of debt instruments or other eligible liabilities of the relevant financial institution and/or impose a temporary suspension of payments and/or discontinue the listing and admission to trading of debt instruments.

With respect to French Law Securities issued by MSI plc, by its acquisition of MSI plc Securities, each Securityholder shall be deemed to have acknowledged, accepted, consented and agreed to be bound by the effect of the exercise of the UK bail-in power by the relevant UK Regulatory Authority (which as at the date hereof is the Bank of England).

The exercise by the relevant UK Regulatory Authority of any of the above powers under the Banking Act (including especially the write-down and conversion of capital instruments power and the bail-in power) could lead to the holders of securities issued by MSI plc losing some or all of their investment. Moreover, trading behaviour in relation to the securities issued by MSI plc, including market prices and volatility, may be affected by the use or any suggestion of the use of these powers and accordingly, in such circumstances, such securities are not necessarily expected to follow the trading behaviour associated with other types of securities. There can be no assurance that the taking of any actions under the Banking Act by the relevant UK Regulatory Authority or the manner in which its powers under the Banking Act are exercised will not materially adversely affect the rights of holders of securities issued by MSI plc, the market value of an investment in such securities and/or MSI plc's ability to satisfy its obligations under, or under its guarantee of, such securities.

6.3 Risks in relation to the exercise of potential resolution powers under German/EU law

MSESE is subject to the European Union recovery and resolution framework as set out in Regulation (EU) No 806/2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a single resolution mechanism ("SSM") and a single resolution fund (the "SRM Regulation") and Directive 2014/59/EU establishing BRRD, and as amended by Directive (EU) 2019/879, "BRRD II"). BRRD was transposed into national German law by the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*, "SAG"). In November 2020 the Risk Reduction Act (*Risikoreduzierungsgesetz*) has been adopted to implement BRRD II in Germany, which led to, *inter alia*, amendments to the SAG.

BRRD (as transposed into national law) and the SRM Regulation give wide powers in respect of German banks and investment firms (such as MSESE) to the Single Resolution Board, the European Central Bank ("ECB") and the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, "BaFin"), as applicable, (each a "**relevant Regulatory Authority**") in circumstances where the relevant German bank or investment firm, the relevant financial institution, is likely to fail.

These powers include, but are not limited to powers to: (a) transfer all or some of the liability in respect of the securities issued by a relevant financial institution, or all or some of the property, rights and liabilities of a relevant financial institution (which could include instruments issued by MSESE), to another entity; (b) override any default provisions in contracts or other agreements, including provisions that would otherwise allow a party to terminate a contract or accelerate the payment of an obligation; (c) commence certain insolvency procedures in relation to a relevant financial institution; and (d) override, vary or impose contractual obligations, for reasonable consideration, between a relevant financial institution and its parent, in order to enable any transferee or successor of the relevant financial institution to operate effectively.

By reason of its group relationship with certain other Morgan Stanley Group companies (including companies incorporated outside of Germany) which are banks, investment firms or third-country institutions, MSESE is a banking group company (*gruppenangehöriges Unternehmen*) within the meaning of the SAG. Accordingly, the relevant regulatory authority can exercise substantially similar special resolution powers in respect of MSESE in its capacity as a banking group company where the BaFin or third country authority having jurisdiction over the relevant Morgan Stanley Group company is satisfied that such Morgan Stanley Group company meets the relevant conditions for resolution action (including that it is failing or likely to fail, that it is not reasonably likely that other measures would prevent its failure, and that it is in the public interest to exercise those powers) or that it satisfies an equivalent test in the relevant jurisdiction (irrespective of whether at that time MSESE is failing or likely to fail). Additionally, where a relevant third country Morgan Stanley Group company becomes subject to resolution or similar measures, the relevant regulatory authority may recognise the application of some of those measures to MSESE (irrespective of whether at that time MSESE is failing or likely to fail).

The powers granted to the relevant regulatory authority include (but are not limited to) a "bail-in" power.

The "bail-in" power gives the relevant regulatory authority the power, in relation to a relevant financial institution or a banking group company in respect of a bank, investment firm or third-country institution (whether or not incorporated in Germany) which is failing or likely to fail, of (a) cancellation of all or a portion of certain of its unsecured liabilities, (b) permanent reduction of claims for payment of principal, interest or other amounts under the debt securities, including to zero, (c) conversion of certain of its liabilities into another security of the surviving entity, if any. Such power could be utilised in relation to MSESE were it to be failing or likely to fail, or were a bank, investment firm or third-country institution (whether or not incorporated in Germany) in respect of which MSESE is a banking group company to be failing or likely to fail. Were such power to be utilised in relation to MSESE, it could be utilised in relation to securities issued by MSESE.

The SRM and the provisions of the SAG, respectively, require the relevant regulatory authority to apply the "bail-in" power in accordance with a specified preference order which differs from the ordinary insolvency order. In particular, the relevant regulatory authority must write-down or convert debts in the following order: (i) additional tier 1, (ii) tier 2, (iii) other subordinated claims and (iv) eligible senior claims. Generally, no creditor should incur a greater loss than it would have incurred if the institution had been wound up under regular insolvency proceedings (so called "no creditor worse-off" principle).

Although the exercise of the bail-in power under the SRM Regulation, the SAG and other applicable rules and regulations is subject to certain pre-conditions, there remains uncertainty regarding the specific factors (including, but not limited to, factors outside the control of MSESE or not directly related to MSESE) which the relevant regulatory authority would consider in deciding whether to exercise such power with respect to MSESE and its securities or other liabilities. Moreover, as the relevant regulatory authority may have considerable discretion in relation to how and when it may exercise such power, holders of securities issued by MSESE may not be able to refer to publicly available criteria in order to anticipate a potential exercise of such power and consequently its potential effect on MSESE and securities issued by MSESE.

The holders of securities are bound by any resolution measure taken by the relevant regulatory authority. Holders would have no claim or any other right against the MSESE, arising out of any resolution measure against MSESE, to make payments under the debt securities. This would occur if MSESE becomes or is deemed by the competent authority to have become, failing or likely to fail (in particular if its continued existence is at risk (*Bestandsgefährdung*)) and certain other conditions are met (as set forth in the SRM Regulation, the SAG and other applicable rules and regulations).

As well as a "bail-in" power, the powers of the relevant regulatory authority include broad powers to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge institution" ((*Brückeninstitut*) an entity created for such purpose that is wholly or partially in public control) and (iii) separate assets by transferring impaired or problem assets to one or more publicly owned asset management vehicles (*Vermögensverwaltungsgesellschaft*) 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).

In addition, the SAG gives the relevant regulatory authority power to amend the maturity date and/or any interest payment date of debt instruments or other eligible liabilities of the relevant financial institution and/or impose a temporary suspension of payments and/or discontinue the listing and admission to trading of debt instruments.

The SAG provides that BaFin must, in making regulations about compensation arrangements in the case of the exercise of a bail-in power, have regard to the "no creditor worse off" principle, and BaFin has made regulations governing compensation arrangements upon the exercise of a bail-in power. Notwithstanding the foregoing, the exercise by the relevant regulatory authority of any of the above powers under the SRM and the provisions of the SAG respectively (including especially the bail-in power) could lead to the holders of securities issued by MSESE losing some or all of their investment. Moreover, trading behaviour in relation to the securities issued by MSESE, including market prices and volatility, may be affected by the use or any suggestion of the use of these powers and accordingly, in such circumstances, such securities are not necessarily expected to follow the trading behaviour associated with other types of securities. There can be no assurance that the taking of any actions under the SRM Regulation, the SAG or other applicable laws and regulations by the relevant regulatory authority or the manner in which its powers under these laws are exercised will not materially adversely affect the rights of holders of securities issued by MSESE, the market value of an investment in such securities and/or MSESE's ability to satisfy its obligations under such securities. The Issuer or the Guarantor may be substituted without the consent of the holders of Securities

The Issuer may, without the consent of Securityholders and provided certain conditions are satisfied, agree to (i) substitute Morgan Stanley (in the case of MSBV Securities, MSFL Securities, MSI plc Securities or MSESE Securities only) or a subsidiary of Morgan Stanley in place of the Issuer or (ii) if "Supplementary Provisions for Belgian Securities" is specified as not applicable in the applicable Issue Terms, substitute a non-Morgan Stanley Group entity in place of the Issuer or the Guarantor (in the case of MSBV Securities or MSFL Securities) (provided that such non-Morgan Stanley Group entity is of at least the equivalent creditworthiness to the Issuer or Guarantor, as applicable). Any such substitution may result in a reduction in the value of the Securities.

6.4 *As a finance subsidiary, MSFL has no independent operations and is expected to have no independent assets*

The principal risks with respect to Morgan Stanley will also represent the principal risks with respect to MSFL, either as an individual entity or as part of the Morgan Stanley Group.

MSFL has no independent operations beyond the issuance and administration of its securities and is expected to have no independent assets available for distributions to holders of MSFL Securities if they make claims in respect of the Securities in a bankruptcy, resolution or similar proceeding. Accordingly, any recoveries by such holders will be limited to those available under the related Guarantee by Morgan Stanley and that Guarantee will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of Morgan Stanley present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights. Holders will have recourse only to a single claim against Morgan Stanley and its assets under the Guarantee. Holders of Securities issued by MSFL should

accordingly assume that in any such proceedings they would not have any priority over and should be treated *pari passu* with the claims of other unsecured, unsubordinated creditors of Morgan Stanley, including holders of Morgan Stanley-issued securities. Holders of the Securities issued by MSFL should therefore be aware that in any such proceedings a Holder's recoveries in respect of its claims under the Guarantee may be less than if it had such priority.

6.5 *Conflicts of interest*

The Issuer, the Guarantor and their affiliates may act in a number of capacities in connection with the Securities and need not take into account the specific interests of any individual Securityholder. Such a party may also enter into business dealings relating to the Securities or the Relevant Underlying or any asset to which the Securities or Relevant Underlying are exposed, from which such party may derive revenues and profits in addition to any fees stated in the various documents, without any duty to account therefor, or act in a way that is adverse to the interests of the Securityholders generally.

For further information, see the section of this Base Prospectus titled "*Conflicts of Interest*".

7. *Risk Factors relating to some or all of the Securities*

7.1 *Investors risk losing all of their investment in the Securities*

Potential investors should be aware that depending on the terms of the relevant Securities (i) they may receive no or a limited amount of interest, (ii) payments may occur at a different time than expected and (iii) **except in the case of Securities which are scheduled to repay 100 per cent. of their principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates) and where the Issuer (and, where applicable, the Guarantor) does not fail to make such payment, they may lose all or a substantial portion of their investment if the value/performance of the Relevant Underlying does not move in the anticipated direction.**

7.2 *The Securities are not ordinary debt securities*

The terms of certain Securities differ from those of ordinary debt securities because the Securities may not pay interest and, on maturity, depending on the performance of the Relevant Underlying, may return less than the amount invested or nothing, or may return assets or securities of an issuer that is not affiliated with the Issuer, the value of which is less than the amount invested. **The price of the Securities may fall in value as rapidly as it may rise, and investors in the Securities may potentially lose all of their investment.**

7.3 *The Securities may be redeemed prior to maturity*

Unless, in the case of any particular Tranche of Securities the relevant Issue Terms specify otherwise, in the event that the relevant Issuer or the Guarantor (if applicable) would be obliged to increase the amounts payable in respect of any Securities due to any withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction, the relevant Issuer may redeem all outstanding Securities in accordance with, if "Supplementary Provisions for Belgian Securities" is specified as not applicable in the applicable Issue Terms, the Conditions at the redemption price specified in the applicable Issue Terms or, if "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, the Belgian Supplemental Conditions at the redemption amounts specified referred to in "*The Securities may be redeemed prior to maturity (where the Supplementary Provisions for Belgian Securities apply)*" below.

In addition, if, in the case of any particular Tranche of Securities, the relevant Issue Terms specify that the Securities are redeemable at the relevant Issuer's option in certain other circumstances, the relevant Issuer may choose to redeem the Securities at times when prevailing interest rates may be relatively low. In such circumstances, an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Securities.

In addition, an optional redemption feature in any particular Tranche of Securities is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Securities, the market value of those Securities generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

In the case of certain Securities, if such Securities are redeemed early for any reason, the amount payable by the Issuer may be less than the amount that would have been paid had the Securities been redeemed at maturity.

In addition, in the circumstance of an event of default by the relevant Issuer and acceleration of the Securities, the investor would have an unsecured claim against the Issuer or, if applicable, the Guarantor for the amount due on the early redemption of the Securities.

If the relevant Early Redemption Amount specified in the applicable Issue Terms is specified to be "(Unaccrued)" then upon the occurrence of such early redemption the Securities will be redeemed without accrued interest. In such circumstances, Securityholders will not receive any interest that has accrued on the Securities up to, but excluding, the date of early redemption. This means that, should an early redemption occur, Securityholders will not be entitled to receive any interest that has accrued that remains unpaid as at the date of early redemption.

7.4 *The value of the Securities may be influenced by unpredictable factors*

The value of the Securities may be influenced by several factors beyond the Issuer's, and/or its Affiliates' and, where applicable, the Guarantor's control, including the following:

- (1) *Valuation of the Relevant Underlying.* The market price or value of a Security at any time is expected to be affected primarily by changes in the level of the Relevant Underlying to which the Securities are linked. It is impossible to predict how the level of the Relevant Underlying will vary over time. The historical performance value (if any) of the Relevant Underlying does not indicate the future performance of the Relevant Underlying. Factors which may have an effect on the value of the Relevant Underlying include the rate of return of the Relevant Underlying and, where relevant, the financial position and prospects of the issuer of the Relevant Underlying, the market price or value of the applicable underlying security, index, ETF, commodity, fund, basket of securities, indices, ETFs, commodities, funds, futures contracts or constant maturity swap rates. In addition, the level of the Relevant Underlying may depend on a number of inter-related factors, including economic, financial and political events and their effect on the capital markets generally and relevant stock exchanges. Potential investors should also note that whilst the market value of the Securities is linked to the Relevant Underlying and will be influenced (positively or negatively) by the Relevant Underlying, any change may not be comparable and may be disproportionate. It is possible that while the Relevant Underlying is increasing in value, the value of the Securities may fall. Further, the Conditions of the Securities will allow the Determination Agent to make adjustments or take any other appropriate action if circumstances occur where the Securities or any exchanges or price sources are affected by market disruption, adjustment events or circumstances affecting normal activities.
- (2) *Volatility.* The term "volatility" refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to a Relevant Underlying. Volatility is affected by a number of factors such as macroeconomic factors (i.e. those economic factors which have broad economic effects), speculative trading and supply and demand in the options, futures and other derivatives markets. Volatility of a Relevant Underlying will move up and down over time (sometimes more sharply than at other times) and different Relevant Underlyings will most likely have separate volatilities at any particular time. Even small absolute changes in the return of the Relevant Underlying may result in significant changes in the value of the Securities, particularly in the presence of barrier, floor, or cap effects. As a result, the volatility of the Relevant Underlying may adversely affect the value of the Securities and the amount Securityholders may receive in respect of the Securities.
- (3) *Dividend Rates and other Distributions.* The value of certain Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities could, in certain circumstances, be affected by fluctuations in the actual or anticipated rates of dividend (if any) or other distributions on a Relevant Underlying.
- (4) *Interest Rates and Government Bond Yields.* Investments in the Securities may involve interest rate risk. The interest rate level may fluctuate on a daily basis and cause the value of the Securities to change on a daily basis. The interest rate risk is a result of the uncertainty with

respect to future changes of the market interest rate level. Even if the Securities are "100% principal protected" (that is, scheduled to pay back 100% of their principal amount (in the case of Notes) or their Specified Unit Value (in the case of Certificates) at maturity), this is subject to the Issuer and, if applicable, the Guarantor not being insolvent and not failing to make its full payment obligations at maturity. When the reference rate is a government bond yield, such as the French TEC10, it is inherently subject to volatility arising from general interest rate risks as well as changes in the financial condition or credit rating of the relevant government issuer. Furthermore, government bonds with longer maturities typically exhibit greater sensitivity to fluctuations in interest rates, which generally results in higher volatility compared to government bonds with shorter maturities.

- (5) *Remaining Term.* Generally, the effect of pricing factors over the term of the Securities will decrease as the maturity date approaches. However, this reduction in the effect of pricing factors will not necessarily develop consistently up until the maturity date, but may undergo temporary acceleration and/or deceleration. Even if the price of the Relevant Underlying rises or falls there may be a reduction or increase, as the case may be, in the value of the Securities due to the other value determining factors. Given that the term of the Securities is limited, investors cannot rely on the price of the Relevant Underlying or the value of the Securities recovering again prior to maturity.
- (6) *Creditworthiness.* Any prospective investor who purchases the Securities is relying upon the creditworthiness of the Issuer and/or the Guarantor, if applicable, and has no rights against any other person. If the Issuer and/or the Guarantor, if applicable, becomes insolvent, investors may suffer potential loss of their entire investment irrespective of any favourable development of the other value determining factors, such as a Relevant Underlying.
- (7) *Exchange Rates.* Even where payments in respect of the Securities are not expressly linked to a rate or rates of exchange between currencies, the value of the Securities could, in certain circumstances, be affected by such factors as fluctuations in the rates of exchange between any currency in which any payment in respect of the Securities is to be made and any currency in which a Relevant Underlying is traded, appreciation or depreciation of any such currencies and any existing or future or governmental or other restrictions on the exchangeability of such currencies. There can be no assurance that rates of exchange between any relevant currencies which are current rates at the date of issue of the Securities will be representative of the relevant rates of exchange used in computing the value of the Securities at any time thereafter. Where Securities are described as being "quantoed", the value of the Relevant Underlying will be converted from one currency (the "**Relevant Underlying Currency**") into a new currency (the "**Settlement Currency**") on the date and in the manner specified in, or implied by, the Conditions using a fixed exchange rate. The cost to the Issuer of maintaining such a fixing between the Relevant Underlying Currency and the Settlement Currency will affect the payout on the Securities and their value. No assurance can be given as to whether or not, taking into account relative exchange rate and interest rate fluctuations between the Relevant Underlying Currency and the Settlement Currency, a quanto feature in a Security would enhance the return on the Security over a level of a similar security issued without such a quanto feature, and a quanto feature may worsen the return.

Some or all of the above factors will influence the price investors will receive if an investor sells its Securities prior to maturity, which is usually referred to as "secondary market practice". For example, investors may have to sell certain Securities at a substantial discount from the principal amount, unit value, issue price or investment amount of such Securities if the market price or value of the applicable Relevant Underlying is at, below, or not sufficiently above the initial market price or value or if market interest rates rise. The secondary market price may be lower than the market value of the issued Securities as at the Issue Date to take into account, amongst other things, amounts paid to distributors and other intermediaries relating to the issue and sale of the Securities and amounts relating to the hedging of the Issuer's obligations. As a result of all of these factors, any investor that sells the Securities before the stated expiration or maturity date, may receive an amount in the secondary market which may be less than the then intrinsic market value of the Securities and which may also be less than the amount the investor would have received had the investor held the Securities through to maturity.

7.5 *Notes where denominations involve integral multiples*

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

In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system **would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.**

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

7.6 *Securities issued by MSBV and MSFL will not have the benefit of any cross-default or cross-acceleration with other indebtedness of MSBV, MSFL or Morgan Stanley; A Morgan Stanley covenant default or bankruptcy, insolvency or reorganization event does not constitute an Event of Default with respect to MSBV Securities or MSFL Securities*

Unless otherwise stated in the applicable Issue Terms, the securities issued by MSBV and MSFL will not have the benefit of any cross-default or cross-acceleration with other indebtedness of MSBV, MSFL or Morgan Stanley (as applicable). In addition, a covenant default by Morgan Stanley, as guarantor, or an event of bankruptcy, insolvency or reorganization of Morgan Stanley, as guarantor, does not constitute an Event of Default with respect to any securities issued by MSBV or MSFL. Holders of the Securities should be aware that they will not have the right to request the Issuer to redeem the Securities following a default by MSBV, MSFL or Morgan Stanley (as applicable) under its other indebtedness or following such covenant default or event of bankruptcy or insolvency or reorganization of Morgan Stanley, as Guarantor.

7.7 *Certain considerations regarding the use of the Securities as hedging instruments*

Any person intending to use the Securities as a hedge instrument should recognise the "correlation risk" of doing this. Correlation risk is the potential differences in exposure for a potential investor that may arise from the ownership of more than one financial instrument. The Securities may not hedge exactly a Relevant Underlying or portfolio of which a Relevant Underlying forms a part. In addition, it may not be possible to liquidate the Securities at a level which directly reflects the price of the Relevant Underlying or portfolio of which the Relevant Underlying forms a part. **Potential investors should not rely on the ability to conclude transactions during the term of the Securities to offset or limit the relevant risks. This depends on market conditions and the value and/or performance of the Relevant Underlying. It is possible that such transactions will only be concluded at an unfavourable market price, resulting in a corresponding loss for Securityholders.**

7.8 *Effect on the Securities of hedging transactions by the Issuer*

The Issuer may use a portion of the total proceeds from the sale of the Securities for transactions to hedge the risks of the Issuer relating to the Securities. In such case, the Issuer or any of its Affiliates may conclude transactions that correspond to the obligations of the Issuer under the Securities. As a rule, such transactions are concluded prior to or on the Issue Date, but it is also possible to conclude such transactions after issue of the Securities. On or before a valuation date the Issuer or any of its Affiliates may take the steps necessary for closing out any hedging transactions. It cannot, however, be ruled out that the price of a Relevant Underlying will be influenced by such transactions. Entering into or closing out these hedging transactions may influence the probability of occurrence or non occurrence of determining events in the case of Securities with a value based on the occurrence of a certain event in relation to a Relevant Underlying. Also, as noted above, these hedging activities could affect the price, rate, level or other value of the Relevant Underlying(s). Accordingly, the hedging activities of the Issuer

and its affiliates could have a significant negative (or positive) impact on the investor's return on the Securities.

7.9 *Certain risks relating to public offers of the Securities*

If the Securities are distributed by means of a public offer, under certain circumstances indicated in the applicable Issue Terms, the Issuer and/or the other entities indicated in the applicable Issue Terms will have the right to withdraw or revoke the offer, and the offer will be deemed to be null and void according to the terms indicated in the applicable Issue Terms. If provided in the applicable Issue Terms, the Issuer and/or the other entities specified in the applicable Issue Terms may terminate the offer early by immediate suspension of the acceptance of further subscription requests and by giving notice as provided in the applicable Issue Terms. Any such termination may occur even where the maximum amount for subscription in relation to that offer (as specified in the applicable Issue 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, if provided in the applicable Issue Terms, the Issuer and/or the other entities indicated in the applicable Issue Terms will have the right to extend the offer period and/or to postpone the originally designated issue date, and consequently dates for payments due under the Securities. 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 Regulation.

The relevant Issue 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 Issue 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 Security, any subscription rights the potential investor has for the Securities will be cancelled and he/she will not be entitled to any compensation therefor.

The issue price and/or offer price of the Securities may include subscription fees, placement fees, direction fees, structuring fees and/or other additional costs. Any such fees and/or 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.

Where Securities are offered to the public, as the relevant dealer(s) and any distributors act pursuant to a mandate granted by the Issuer and they receive fees on the basis of the services performed and the outcome of the placement of such Securities, potential conflicts of interest could arise.

In addition, if it is indicated in the applicable Issue Terms in respect of an issue of Notes that the Issuer will adopt the distribution process on the MOT, described in article 2.4.3, paragraph 7 of the rules of the markets organised and managed by Borsa Italiana or, as the case may be, on Euronext Access Milan, described in article 224.7 of the Rules of Euronext Access Milan Market, the fact that, pursuant to this distribution process, potential investors can monitor (via market operators) the progress of the proposed purchases of the Notes during the offer period, may have an impact on the progress and results of the offer. Investors should also note that, pursuant to the distribution process on the MOT indicated above, any proposed acquisition of such Notes during the offer period does not constitute conclusion of a contract for such acquisition, which remains subject to confirmation of the correct execution of the order and the issuance of the Notes.

7.10 *Secondary trading of the Securities may be limited*

Potential investors should be willing to hold the Securities until maturity. The nature and extent of any secondary market in the Securities cannot be predicted and there may be little or no secondary market in the Securities. As a consequence any person intending to hold the Securities should consider liquidity

in the Securities as a risk. Where the Securities are listed or quoted on an exchange or quotation system, this does not imply greater or lesser liquidity than if equivalent Securities were not so listed or quoted and the Issuer cannot guarantee that the listing or quotation will be permanently maintained. Where the Securities are not listed or quoted, it becomes more difficult to purchase and sell such Securities and there may also be a lack of transparency with regard to pricing information.

Further, although an Issuer may apply to have certain issuances of Securities admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or on the Luxembourg Stock Exchange's Euro MTF market, and/or displayed on the LuxSE SOL (without admission to trading), or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, approval for any listing is subject to meeting the relevant listing requirements. Even if there is a secondary market, it may not provide enough liquidity to allow the investor to sell or trade the Securities easily. MSI plc and other affiliates of Morgan Stanley may from time to time, make a market in the Securities, but they are not required to do so, save to the extent required under the rules of any stock exchange on which the Securities are listed and admitted to trading. If MSI plc or one or more of its affiliates does make a market for the Securities, it may cease to do so at any time without notice to investors and it is not obligated to provide any quotation of bid or offer price(s) for the Securities which is favourable to investors. If at any time MSI plc and other affiliates of the Issuers were to cease making a market in the Securities, it is likely that there would be little or no secondary market for the Securities. This may impact the ability of a Securityholder to sell the Securities at any time.

In addition, Securities may be subscribed (upon issuance) by the Issuer itself or by its affiliate(s) for resales on the secondary market thereafter on the basis of investors' demand. Accordingly, in these cases investors purchasing the relevant Securities should be aware that there may not be a liquid secondary market for the relevant Securities immediately. Even if a market does develop subsequently, it may not be liquid. Furthermore investors should note that when subscribing the Securities the relevant dealer may receive in consideration underwriting commissions and selling concessions. The Issuer may also offer and sell Securities directly to investors without the involvement of any dealer. In addition, the Issuer or one of its affiliates may act as market maker, liquidity provider or specialist or perform other similar roles in connection with the Securities, including *inter alia* acting as intermediary performing the investment service of execution of orders; in such cases, the Issuer or one of its affiliates can purchase the Securities issued by itself. In light of the above circumstances potential conflicts of interest may exist between the Issuer and/or its affiliates acting in such capacity of owners/holders of the Securities and/or market maker, liquidity provider or specialist or intermediary on the one hand and investors in the Securities on the other.

Any relevant market maker, liquidity provider or specialist may act by virtue of agreements entered into with the Issuer and/or the dealer/distributor, pursuant to which such entity undertakes to sell the Securities on the secondary market at a price calculated on the basis of predetermined conditions and/or for a maximum predetermined quantity. Where the liquidity of the Securities is supported by one or more entities operating on the secondary market, there is a risk that the purchase price of the Securities is influenced in a prevalent manner by the activity of such entities if the purchase price is formulated on the basis of pre-determined criteria; in such a case, in fact, the price may not reflect all the market variables and may not be indicative of the same and may, therefore, be different than the price that would have been determined independently on the market.

In addition, the Issuer reserves the right to cancel any Securities it holds at any time prior to the final maturity of the Securities. Accordingly, the aggregate nominal amount or number of Securities outstanding at any time may be significantly less than that outstanding on the Issue Date, and this could have a negative impact on the investor's ability to sell the Securities in the secondary market. While this risk applies to all Securities, it may be particularly the case with regard to Securities listed and/or traded on Borsa Italiana trading venues. Any such right of cancellation shall be exercised in accordance with applicable laws, the terms and conditions of the Securities and the applicable rules of the relevant stock exchange(s) and markets, including as to notification.

7.11 *Modification and waiver*

The Conditions of the Securities contain provisions for calling meetings of Securityholders to consider matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all holders of the relevant Securities,

including holders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically and including those holders who voted in a manner contrary to the majority. Holders of the Securities should be aware that if they are not part of the defined majority, including if such holder did not attend the relevant meeting, they will be bound by the decision of the defined majority on matters which may negatively affect the interests of such holder.

7.12 *Restricted secondary trading if the electronic trading system is unavailable*

Trading in the Securities may be conducted via one or more electronic trading systems so that "buy" and "sell" prices can be quoted for exchange and off-exchange trading. If an electronic trading system used by the Issuer and/or its Affiliates were to become partially or completely unavailable, such a development would have a corresponding effect on the ability of investors to trade the Securities.

7.13 *Payments on certain Securities may be subject to U.S. withholding tax*

Payments on a Security issued by Morgan Stanley or MSFL that are treated as interest for U.S. federal income tax purposes may be subject to U.S. withholding tax of 30 per cent. if the beneficial owner of the Security does not meet the criteria for being exempt from this withholding tax. These criteria include the requirement that the beneficial owner (or any financial institution holding the Security on behalf of the beneficial owner) comply with certain U.S. tax identification and certification requirements, generally by furnishing the appropriate IRS Form W-8BEN or W-8BEN-E on which the beneficial owner certifies under penalties of perjury that it is not a United States person, as defined in the Code. In the case of certain other coupon-paying Securities, a non-U.S. investor may be required to establish an exemption under the "other income" provision of a Qualifying Treaty (as defined below) in order to receive payments from Morgan Stanley or MSFL without U.S. withholding tax of 30 per cent. An income tax treaty between a non-U.S. jurisdiction and the United States is a "Qualifying Treaty" if it provides for a 0 per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States. Because most income tax treaties contain complex eligibility rules and limitations, a non-U.S. investor should consult its tax adviser about its eligibility for this exemption.

Further, as discussed in "*Taxation – United States Federal Taxation*" below, Sections 1471 through 1474 of the Code and any promulgated regulations thereunder or official guidance in connection therewith, an agreement entered into with the IRS pursuant to such sections of the Code, or an intergovernmental agreement (an "**IGA**") between the United States and another jurisdiction (or local implementing rules) in furtherance of such sections of the Code (collectively referred to as "**FATCA**") may impose a withholding tax of 30 per cent. on payments made on the Securities (including payments made by financial intermediaries), unless various U.S. information reporting and due diligence requirements have been satisfied.

In addition, as discussed in "*Taxation – United States Federal Taxation*" below, Section 871(m) of the Code and the promulgated regulations thereunder require withholding (of up to 30 per cent, subject to the provisions of any applicable income tax treaty) on payments or deemed payments made to non-U.S. persons on certain financial instruments to the extent that such payments are treated, for U.S. federal income tax purposes, as being U.S.-source dividend equivalent amounts.

If U.S. withholding tax is imposed because a beneficial owner (or financial institution holding a Security on behalf of a beneficial owner) does not timely provide the required U.S. tax forms or meet the criteria for exemption from such U.S. withholding tax or if withholding is imposed under FATCA or Section 871(m), none of the Issuers, the Guarantor or any intermediary will be required to pay any additional amounts or otherwise indemnify a holder with respect to the amounts so withheld, unless specified otherwise in the applicable Issue Terms. See "*Taxation – United States Federal Taxation*" below for further discussion of these rules. Prospective investors should therefore be aware that, if U.S. withholding tax is so imposed, investors generally will receive less than the amount that investors would have been entitled to receive under the terms of the Securities if such U.S. withholding tax had not been imposed.

7.14 *Issuer call option risk*

If Call Option is specified in the relevant Issue Terms as being applicable, the Issuer will have the right to terminate the Securities on any Call Option Date. Following the exercise by the Issuer of such Call Option, the investors will be entitled to receive a pre-determined amount which may be less than the

amount that the investors would have been entitled to receive under the terms of the Securities if such Call Option had not been exercised.

The determination to terminate the Securities will be made by the Issuer at its discretion (unless Condition 16.6 (*Model-based Redemption*) applies) taking into account a number of factors, including the current level of the reference asset and the likelihood that such levels will be maintained, or will increase or decrease, in the future. In making such determination, the Issuer will consider whether the expected performance of the reference asset could imply that a higher amount could be payable in the future under the Securities than Optional Redemption Amount (Call). **As a result, it is likely that the Issuer will exercise the Call Option at a time in which the termination of the Securities is least favourable for the investors. The Issuer shall make such determination without taking into account the interest of the investors. The Call Option therefore can limit the possibility for investors to realise in full the expected returns.**

If the Issuer exercises the Call Option, investors in the Securities will no longer be able to participate in the performance of the reference asset.

An optional termination feature of the Securities is likely to limit their market value. During any period when the Issuer may elect to terminate the Securities, the market value of those Securities generally will not rise substantially above the price at which they can be terminated.

If the Issuer exercises the Call Option, investors generally might not be able to reinvest the termination proceeds in the same market environment as it was available at the time in which they invested in the Securities and they might be unable to reinvest at a comparable rate of returns. Investors should consider reinvestment risk in light of other investments available at the time of their investment decision.

7.15 *Issuer Model-based Redemption risk*

In accordance with Condition 16.6 (*Model-based Redemption*), if Model-based Redemption is specified in the relevant Issue Terms as being applicable, the Issuer must redeem the Securities in whole on any Model-based Redemption Date (Call) at the relevant Model-based Redemption Amount (Call) if the output of a proprietary valuation model on any Model-based Redemption Determination Date indicates, in the determination of the Determination Agent, that redeeming the Securities on such Optional Redemption Determination Date is economically more rational for the Issuer than not so redeeming the Securities. It takes into account market data as relevant for the definition of the amount payable by the Issuer under the terms of the Securities, in particular (i) reference market levels and volatilities for the relevant underlying assets, including forward looking predictions of their curves; (ii) valuations of the correlation of the underlying assets; (iii) any relevant currency exchange rate; and (iv) the Issuer's (and the Guarantor's, if applicable) credit spreads at the Trade Date. The output of such valuation model is not public and therefore it may be difficult for Securityholders to anticipate whether or not the securities will be redeemed at the relevant Model-based Redemption Date (Call).

Following the redemption of the Securities in accordance with Condition 16.6 (*Model-based Redemption*), the Securityholders exercise by the Issuer of such Model-based Redemption, the Securityholders will be entitled to receive a pre-determined amount which may be less than the amount that the investors would have been entitled to receive under the terms of the Securities if such Model-based Redemption had not taken place. In any case, such amount shall be not less than Par, unless otherwise specified in the Issue Terms.

It is likely that the Securities will be redeemed based on a Model-based Redemption condition at a time in which the termination of the Securities is least favourable for the Securityholders. Any such determination shall be made without taking into account the interests of the Securityholders. The occurrence of a Model-based Redemption therefore can limit the possibility for Securityholders to realise in full the returns expected from the Securities if they had continued until their scheduled Maturity Date.

The Determination Agent maintains discretion, which shall be exercised in good faith, in the interpretation of the outputs of the Valuation Model and on the date on and time at which such outputs are observed, provided that such date and time shall be no earlier than three (3) Business Days before and no later than a Model-based Redemption Determination Cut-off Date (Call), and therefore with respect to the final decision to redeem the Securities.

If the Securities are early redeemed following a Model-based Redemption, Securityholders will no longer be able to participate in the performance of the reference asset.

If the Securities are early redeemed following a Model-based Redemption, Securityholders generally might not be able to reinvest the redemption amount of the Securities in the same market environment as was available at the time in which they invested in the Securities and they might be unable to reinvest at a comparable rate of return. Securityholders should consider reinvestment risk in light of other investments available at the time of their investment decision.

7.16 *The Securities may be redeemed prior to maturity (where the Supplementary Provisions for Belgian Securities apply)*

If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms and any outstanding Securities may be redeemed by the Issuer following the occurrence of certain events that significantly alter the economics of the relevant Securities that existed on the relevant Trade Date, the amount payable by the Issuer will depend on whether such event is an event that definitively prevents the performance of the Issuer's or the Determination Agent's obligations under the Securities and for which the Issuer or the Determination Agent is not accountable (a "**Force Majeure Event**").

If the relevant event is a Force Majeure Event, the Issuer will (if and to the extent permitted by applicable law and regulation) pay an amount on the relevant early redemption date which will be equal to the fair market value of the Securities.

If the relevant event is not a Force Majeure Event, then:

- (1) if Minimum Redemption Amount is specified as not applicable in the relevant Issue Terms, the Issuer will pay an amount on the relevant early redemption date which will be equal to the fair market value of the Securities (plus a *pro-rata* reimbursement of the costs of the Issuer paid by the original Securityholder as part of the Issue Price of the Securities, as adjusted to take into account the time remaining until maturity); or
- (2) if Minimum Redemption Amount is specified as applicable in the relevant Issue Terms, the Issuer will pay an amount on the Maturity Date of the Securities equal to the minimum level of the final redemption amount payable on the Maturity Date, plus the sum of the value of the derivative component of such Security, plus a sum representing the reimbursement of costs initially charged to investors by the Issuer for issuing the Security (as adjusted to take into account the time remaining to maturity), compounded at a rate of interest for comparable debt instruments issued by the Issuer (or, in the case of any Securities guaranteed by the Guarantor, the Guarantor) for the remaining term of the Securities. However, the holder of a Security may instead choose to receive payment prior to the Maturity Date by electing to receive an amount equal to the fair market value of the Securities (plus a *pro-rata* reimbursement of the costs of the Issuer paid by the original Securityholder as part of the Issue Price of the Securities, as adjusted to take into account the time remaining until maturity) on the relevant early redemption date.

The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amounts.

The amount payable by the Issuer in the circumstances set out above may be less than the amount that would have been paid had the Securities been redeemed at maturity.

Prospective investors should review the Conditions as amended by the Belgian Supplemental Conditions to ascertain how such provisions apply to the Securities and what may constitute an early redemption event or a force majeure event.

7.17 *Securities issued at a substantial discount or premium*

The market values of Securities issued at a substantial discount or premium from their principal amount (in the case of Notes) or unit value (in the case of Certificates) tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Securities. Generally, the longer the remaining term of such Securities, the greater the price volatility as compared to conventional interest-bearing Securities with comparable maturities.

7.18 *An Issuer may amend the terms and conditions of the Securities, the Guarantee and the applicable Deed of Covenant without Securityholder consent*

Condition 27.3 (*Modification*) of the "*Terms and Conditions of the Securities*" below allows an Issuer to amend the terms and conditions of the Securities, the Guarantee and the Deeds of Covenant without the consent of the Securityholders if, in that Issuers' opinion: (i) the amendment is to correct a manifest or proven error; (ii) where the effect of the amendment is of a formal, minor or technical nature; (iii) the amendment is to cure any ambiguity or is to correct or supplement any defective provisions; (iv) the amendment is to correct an error or omission such that, in the absence of such correction, the terms of the Securities would not otherwise represent the intended terms on which the Securities were sold and have since traded; or (v) the amendment is not materially prejudicial to Securityholders. Prospective investors should be aware that the Issuer is not required to consult with any other party, including the Securityholders, prior to amending the terms and conditions of the Securities, the Guarantee and/or the Deeds of Covenant pursuant to this Condition. An Issuer is entitled to exercise its discretion in making these determinations and Securityholders will be bound by any such amendments made pursuant to Condition 27.3 (*Modification*), notwithstanding that the Securityholder's consent is not required for such amendments.

7.19 *Risks for Securities that are to be physically settled*

If (with respect to any Securities that are physically settled) prior to the delivery of any specified asset(s), the Determination Agent for the Securities determines that a settlement disruption event (as defined in Condition 20.3 (*Settlement Disruption of Physical Settlement*) of the "*Terms and Conditions of the Securities*" below, a "**Settlement Disruption Event**") is subsisting, then the Issuer may determine (a) to satisfy its obligations to deliver such specified asset(s) by payment of a disrupted cash settlement price or (b) that the obligation to deliver such asset(s) shall be postponed to the first following business day on which no Settlement Disruption Event is subsisting, subject to a cut-off date. If a Settlement Disruption Event is still subsisting at such cut-off date, the Issuer may determine to satisfy its obligations to deliver the relevant specified asset(s) by payment of a disrupted cash settlement price, that delivery will be made by any other commercially reasonable manner or, if that is not possible, that delivery will be postponed until such time as delivery can be effected as originally intended or by any other commercially reasonable manner. Prospective investors should note that any such determination may affect the value of the Securities and/or may delay settlement in respect of the Securities.

Prospective investors should also note that (with respect to any Securities that are physically settled) if the Determination Agent determines that the Issuer has not or is unable to deliver any specified asset(s) as a consequence of a delivery disruption event (as defined in Condition 20.4 (*Delivery Disruption of Physical Settlement*) of the "*Terms and Conditions of the Securities*" below) due to illiquidity in the market for the relevant Underlying Securities that are to be physically delivered, then the Issuer will satisfy its obligations to deliver such specified asset(s) by payment of a disrupted cash settlement price.

Prospective investors should note that any disrupted cash settlement price will be an amount the Determination Agent considers is appropriate in the circumstances by way of compensation for the non-delivery of the relevant specified asset(s), and that any such determination may adversely affect the value of the Securities.

From the date of physical delivery, the Securityholders shall, consequently, be exposed to the issuer of the Relevant Underlying as well as to the risks associated with a direct holding of such Relevant Underlying. If, following delivery of the Relevant Underlying, the Securityholders wish to dispose of such Relevant Underlying, it is possible that, in the event of low liquidity in the market for the Relevant Underlying, such Securityholders may be unable to dispose of it at a price equivalent to that which they would have obtained had the Securities been redeemed in cash. Furthermore, in the absence of liquidity, the Securityholders may be unable to dispose of the Relevant Underlying at all.

The redemption of the Securities by way of physical delivery of a Relevant Underlying may accordingly entail an additional risk for the Securityholders as compared with Securities whose redemption amount would be paid in cash, and by reason of such particular method of redemption, the Securityholders may lose all or part of the Final Redemption Amount initially paid in the form of the Relevant Underlying.

7.20 *Eurosystem eligibility for Registered Securities in global form*

Registered Securities in global form which are to be held under the New Safekeeping Structure may be issued with the intention that such Securities be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. **However, there is no guarantee that such Securities will be recognised as eligible collateral.** Any other Securities are not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem.

7.21 *Risks relating to the occurrence of a Regulatory Event*

Securityholders of Securities issued by MSBV should note that if Condition 23 (*Illegality and Regulatory Event*) of the "Terms and Conditions of the Securities" below is specified as being applicable in the relevant Issue Terms, the Issuer shall have the right to redeem the Securities early (at the amount specified in the relevant Issue Terms) if the Issuer has determined that a Regulatory Event has occurred.

Securityholders should note in this regard the circumstances in which a Regulatory Event may be deemed by the Issuer to have occurred pursuant to the definition of "Regulatory Event" under Condition 2.1 (*Definitions*) of the "Terms and Conditions of the Securities" below. There can be no assurance that a Regulatory Event will not occur and Securityholders should be aware that, should a Regulatory Event occur, it may lead to an early redemption of the Securities.

7.22 *Risks relating to Green Bonds, Social Bonds and Sustainability Bonds*

The applicable Issue Terms relating to any specific Series of Notes may provide that the relevant Issuer will issue Green Bonds, Social Bonds and/or Sustainability Bonds (see section "Use of Proceeds" of this Base Prospectus). While each Issuer of such bonds has the intention and procedures in place to allocate an amount equal to the gross proceeds of the Green Bonds, Social Bonds and Sustainability Bonds in accordance with the rules set out by the Morgan Stanley Sustainable Issuance Framework, such gross proceeds may not be capable of being fully allocated to Eligible Projects (as defined in section "Use of Proceeds" of this Base Prospectus and specified in the applicable Issue Terms) during the life of the Green Bonds, Social Bonds and Sustainability Bonds. Any such event or failure will not constitute an Event of Default under the Securities or a default of the relevant Issuer for any purpose. Depending on the level of non-allocated gross proceeds, the external verifier (the "External Verifier") may reduce the level of assurance given as regards the effective allocation of the gross proceeds towards Eligible Projects. If the Second Party Opinion (as defined in section "Use of Proceeds" of this Base Prospectus) is withdrawn or the External Verifier reduces the level of assurance given, it is possible that Green Bonds, Social Bonds and/or Sustainability Bonds may no longer satisfy investors' original investment criteria or objectives. Furthermore, the market value of Green Bonds, Social Bonds and/or Sustainability Bonds may also be affected and investors could lose part of their initial investment in the event of sale before the Maturity Date.

Regulation (EU) No. 2020/852 on the establishment of a framework to facilitate sustainable investment, as amended, supplemented or completed (the "EU Taxonomy Regulation"), establishes a single EU-wide classification system, or "taxonomy", which provides companies and investors with a common language for determining which economic activities can be considered environmentally sustainable and technical screening criteria for determining the conditions under which an economic activity qualifies as contributing substantially to one of the 6 environmental objectives of the EU Taxonomy Regulation without that economic activity causing significant harm to any of the other environmental objectives. The eligibility criteria that a green project must meet to qualify for the Eligible Portfolio (as defined in section "Use of Proceeds" of this Base Prospectus) as an Eligible Project, as defined in the Morgan Stanley Sustainable Issuance Framework, differs from the notion of eligible activity as defined in the EU Taxonomy Regulation. The eligibility of a green project as an Eligible Project does not prejudice the alignment of such project with the eligible activities defined by the EU Taxonomy Regulation and consequently its alignment with the EU Taxonomy Regulation. For the avoidance of doubt, the Issuers do not undertake to align the Green Bonds issued pursuant to the Morgan Stanley Sustainable Issuance Framework with the EU Taxonomy Regulation. As a result, the Green Bonds may not meet present or future legislative, regulatory or market standards or expectations for "green" projects, which could affect the perception and valuation of the Green Bonds by investors and the market.

Any Green Bonds will not be compliant with Regulation (EU) 2023/2631 (the "**EuGB Regulation**") and are only intended to comply with the requirements and processes in the Morgan Stanley Sustainable Issuance Framework. It is not clear if the establishment under the EuGB Regulation of the "European Green Bond" or "EuGB" label and the optional disclosures regime for bonds issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the "EuGB" label or the optional disclosures regime, such as the Green Bonds. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds that do not comply with those standards proposed under the EuGB Regulation.

Finally, perception by investors of the suitability of the Sustainable Bonds as "green", "social" or "sustainability" bonds could be negatively affected by controversies involving the environmental or sustainability impact of any Eligible Projects or of the Issuers' business or industry, evolving standards or market consensus as to what constitutes a "green", "social" or "sustainability" bond or the desirability of investing in "green", "social" or "sustainability" bonds. The trading prices of the Sustainable Bonds may also be negatively affected to the extent investors are required or choose to sell their holdings due to deterioration in the perception by the investors or the market in general as to the suitability of these Sustainable Bonds as "green", "social" or "sustainability" bonds.

8. *Risk Factors relating to currencies, exchange rates and inflation*

8.1 *Exchange rates and exchange controls may affect the value or return of the Securities*

General Exchange Rate and Exchange Control Risks. An investment in a Security denominated in, or the payment of which is linked to the value of, currencies other than the investor's home currency entails significant risks. These risks include the possibility of significant changes in rates of exchange between its home currency and the other relevant currencies and the possibility of the imposition or modification of exchange controls by the relevant governmental authorities. These risks generally depend on economic and political events over which the Issuers have no control. Such risks may impact the payments due under the Securities and therefore the value or return of the Securities.

Exchange Rates Will Affect the Investor's Investment. In recent years, rates of exchange between some currencies have been highly volatile and this volatility may continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur during the term of any Security. Depreciation against the investor's home currency or the currency in which a Security is payable would result in a decrease in the effective yield of the Security below its coupon rate and could result in an overall loss to an investor on the basis of the investor's home currency. In addition, depending on the specific terms of a Currency-Linked Security, changes in exchange rates relating to any of the relevant currencies could result in a decrease in its effective yield and in the investor's loss of all or a substantial portion of the value of that Security.

The Issuers Have No Control Over Exchange Rates. Currency exchange rates can either float or be fixed. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to each other. However, from time to time governments may use a variety of techniques, such as intervention by a country's central bank, the imposition of regulatory controls or taxes, or changes in interest rate to influence the exchange rates of their currencies. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a devaluation or revaluation of a currency. These governmental actions could change or interfere with currency valuations and currency fluctuations that would otherwise occur in response to economic forces, as well as in response to the movement of currencies across borders.

As a consequence, these government actions could adversely affect yields or payouts (i) in the investor's home currency for Securities denominated or payable in currencies other than the investor's home currency and (ii) for Currency-Linked Securities.

The Issuers will not make any adjustment or change in the terms of the Securities in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting any currency. Therefore the investor will bear those risks, which may adversely impact the return on and value of the Securities.

Some Currencies May Become Unavailable. Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a Specified Currency (as defined herein). Even if there are no actual exchange controls, it is possible that the applicable currency for any security would not be available when payments on that security are due. Prospective investors in Securities should be aware that the Determination Agent may determine that a Currency Disruption Event has occurred or exists on a relevant date of valuation, and any consequential determination of the Settlement Rate by the Determination Agent in accordance with the Currency Disruption Fallbacks may have an adverse effect on the return on and value of the Securities.

Currency Exchange Information may be provided in the Issue Terms. The applicable Issue Terms or base prospectus supplement, where relevant, may include information with respect to any relevant exchange controls and any relevant historic exchange rate information for any Security. An investor in Securities should not assume that any historic information concerning currency exchange rates will be representative of the range of, or trends in, fluctuations in currency exchange rates that may occur in the future. Future fluctuations in currency exchange rates, the range of such fluctuations or trends in such fluctuations may adversely impact the return on and value of the Securities.

8.2 *Emerging market currencies*

Where the Securities are denominated in an emerging market currency or linked to one or more emerging market currencies, such emerging market currencies can be significantly more volatile than currencies of more developed markets. Emerging markets currencies are highly exposed to the risk of a currency crisis happening in the future and this could trigger the need for the determination agent (MSI plc or an affiliate) to make adjustments to the terms and conditions of the Securities. Such adjustments may have an adverse affect on the value or return of the Securities.

8.3 *Risks related to CNY Securities*

In this Risk Factor, references to "**CNY Securities**" are to Securities denominated in CNY or Renminbi deliverable in Hong Kong, or such other CNY Centre as specified in the applicable Issue Terms.

Renminbi is not a freely convertible currency at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies. The People's Bank of China ("**PBOC**") has established Renminbi clearing and settlement systems for certain locations pursuant to settlement agreements relating to the clearing of Renminbi business between PBOC and certain clearing banks. However, the current size of Renminbi and Renminbi denominated financial assets outside the PRC remains limited, and its growth is subject to many constraints which are directly affected by PRC laws and regulations on foreign exchange and may adversely affect the liquidity of CNY Securities.

There is no assurance that the PRC government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that any schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that any regulatory restrictions inhibit the ability of the Issuer to repatriate funds outside the PRC to meet its obligations under CNY Securities, the Issuer will need to source Renminbi offshore to finance such obligations under CNY Securities, and its ability to do so will be subject to the overall availability of Renminbi outside the PRC.

The limited availability of Renminbi outside the PRC may affect the liquidity of the CNY Securities and the Issuer's ability to source Renminbi on satisfactory terms to make payments in respect of the CNY Securities.

Investment in CNY Securities is subject to exchange rate risks

The value of Renminbi against the Hong Kong Dollar and other foreign currencies fluctuates and is affected by developments in or affecting the PRC, PBOC currency exchange policy, international political and economic conditions and many other factors. All payments with respect to the CNY Securities will be made in CNY, except in the case of CNY Inconvertibility, CNY Non-transferability or CNY Illiquidity (as defined in Condition 35 (*CNY Disruption Events*) of the "*Terms and Conditions of the Securities*" below), in which case all payments and settlement in CNY will be made in accordance with the provisions of Condition 35 (*CNY Disruption Events*) if specified in the relevant Issue Terms. As

a result, the value of CNY payments may vary with the prevailing exchange rates in the marketplace. If the value of CNY depreciates against the relevant currency, the value of the investment in relevant currency will have declined. In the case of CNY Inconvertibility, CNY Non-transferability or CNY Illiquidity (as defined in Condition 35 (*CNY Disruption Events*)), such a decline may be very substantial. In August 2015, PBOC changed the way it calculates the mid-point price of Renminbi against the U.S. dollar, requiring the market-makers who submit for the PBOC's reference rates to consider the previous day's closing spot rate, foreign-exchange demand and supply as well as changes in major currency rates. This change, and other changes such as widening the trading band that may be implemented, may increase volatility in the value of the Renminbi against foreign currencies. In May 2017, PBOC further decided to introduce counter-cyclical factors to offset the market pro-cyclicality, so that the midpoint quotes could adequately reflect PRC's actual economic performance. However, the volatility in the value of the Renminbi against other currencies still exists.

Payments for the CNY Securities will only be made to investors in the manner specified in the CNY Securities

All payments to investors in respect of the Securities will be made solely (i) for so long as the CNY Securities are represented by a Registered Security held with the common depositary for Clearstream Banking société anonyme and Euroclear Bank S.A./N.V. or any alternative clearing system by transfer to a CNY bank account maintained outside the PRC, or (ii) for so long as the CNY Securities are in definitive form, by transfer to a CNY bank account maintained outside the PRC, in each case in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC). In addition, there can be no assurance that access to Renminbi for the purposes of making payments under the CNY Securities or generally may remain or will not become restricted. If it becomes impossible to convert Renminbi from/to another freely convertible currency, or transfer Renminbi between accounts in the relevant offshore CNY centre(s), or the general Renminbi exchange market in the relevant offshore CNY centre(s) becomes illiquid, any payment of Renminbi under the CNY Securities may be delayed or all payments and settlement will be made in accordance with the Disruption Fallbacks described in Condition 35 (*CNY Disruption Events*), if specified in the relevant Issue Terms.

There may be PRC tax consequences with respect to investment in the CNY Securities

In considering whether to invest in the CNY Securities, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the holder's investment in the CNY Securities may be materially and adversely affected if the holder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those CNY Securities.

8.4 *Exchange rates may affect the value of a judgment*

The English Law Securities and any non-contractual obligations arising out of or in connection with them shall be governed by English law. Although an English court has the power to grant judgment in the currency in which a Security is denominated, it may decline to do so in its discretion.

The French Law Securities shall be governed by French law. French courts may, if requested, render a judgment in the foreign currency in which a debt is expressed. However, if a judgment awarded by a French court were to be expressed in euros, it would normally be expressed by reference to the exchange value of the relevant amount of the foreign currency at the rate of exchange prevailing on the effective date of payment or on the date of the judgment.

If judgment were granted in a currency other than that in which a Security is denominated, the investor will bear the relevant currency risk.

8.5 *Risks relating to inflation*

Inflation is the general increase in prices and fall in the purchasing value of money over time. Due to the impact of inflation, the same amount of money will buy fewer goods and services over time.

The real return (or yield) on an investment in the Securities may be reduced by inflation. Consequently, the higher the rate of inflation, the lower the real yield on a Security will be. If the inflation rate is equal to or greater than the yield under a Security, the real yield a holder of such Security will achieve will be

zero or even negative. Accordingly, inflation may have a negative effect on the value of and return on the Securities, and you should consider the potential impact of inflation (including if the rate of inflation is anticipated to rise over the term of the Securities) before purchasing Securities.

9. Risk Factors relating to the Relevant Underlying

9.1 Securities linked to one or more securities, indices, commodities, commodity indices, funds, currencies, preference shares (including preference shares of Sienna Finance UK Limited) and/or futures contracts

The Issuers may issue Securities with principal and/or interest determined by reference to a single security, index, exchange traded fund ("ETF") or other funds, to baskets of securities, indices, ETFs or other funds, to commodities, commodity indices, currency prices, interest rates, preference shares, to futures contracts or to a constant maturity swap rate (each, a "**Relevant Underlying**"). In addition, the Issuers may issue Securities with principal or interest payable in one or more currencies which may be different from the currency in which the Securities are denominated. Potential investors should be aware that:

- (a) they may lose all or a substantial portion of their principal or investment, depending on the performance of each Relevant Underlying;
- (b) the market price of such Securities may be very volatile;
- (c) investors in Securities may receive no interest;
- (d) payment of principal or interest, if applicable, may occur at a different time or in a different currency than expected;
- (e) a Relevant Underlying may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (f) if a Relevant Underlying is applied to Securities in conjunction with a multiplier greater than one or such Relevant Underlying or Relevant Factor contains some other leverage factor, the effect of changes in the value of the Relevant Underlying on principal or interest payable on such Securities is likely to be magnified; and
- (g) the timing of changes in a Relevant Underlying may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the value of the Relevant Underlying the greater the effect on yield.

9.2 Securities linked to one or more Emerging Market Relevant Underlying(s)

Fluctuations in the trading prices of the emerging market Relevant Underlying(s) will affect the value of Securities linked to such emerging market Relevant Underlying(s). Changes may result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the related countries or member nations, including economic and political developments in other countries. **Of particular importance to potential risks are (i) rates of inflation; (ii) interest rate levels; (iii) balance of payments; and (iv) the extent of governmental surpluses or deficits in the relevant country.** All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the related countries, the governments of the related countries and member nations (if any), and other countries important to international trade and finance. **Government intervention could materially and adversely affect the value of such Securities.** Governments use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes to affect the trading of the underlying equity. Thus, a special risk in purchasing such Securities is that their trading value and amount payable at maturity could be affected by the actions of governments, fluctuations in response to other market forces and the movement of currencies across borders. Emerging market Relevant Underlyings may be more volatile than the Relevant Underlyings in more developed markets.

9.3 Fluctuations in value of a component of the Relevant Underlying

Fluctuations in the value of any one component of the Relevant Underlying may, where applicable, be offset or intensified by fluctuations in the value of other components, which could adversely affect the

value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities.

9.4 *Exchange rate risk on the components*

Where the value of the components is determined in a different currency to the value of the Relevant Underlying, investors may be exposed to exchange rate risk. In the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting any currency in connection with the components of the Relevant Underlying, the investor will bear those risks, which may adversely impact the return on and value of the Securities.

9.5 *Market Disruption Event, Disrupted Day, Adjustments and Early Redemption or termination of Securities*

The Determination Agent may determine that a Market Disruption Event or a failure to open of an Exchange or Related Exchange has occurred or exists on a relevant date of valuation, and any consequential postponement of such date of valuation may have an adverse effect on the value of the Securities.

In addition, the Determination Agent may make adjustments to the Securities to account for relevant adjustments or events in relation to the Relevant Underlying including, but not limited to, determining a successor to the Relevant Underlying or its sponsor (in the case of an Index). Further, in certain circumstances, the Issuer may redeem the Securities early following any such event. In this case, in relation to each Security, the Issuer will pay an amount, if any, determined as provided in the Conditions.

Prospective investors should review the Conditions to ascertain whether and how such provisions apply to the Securities and what constitutes a Market Disruption Event or relevant adjustment or early redemption event.

In making these determinations, adjustments the Determination Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest. The Determination Agent is not required but has the discretion to make adjustments (or to early redeem the Securities) with respect to each and every corporate action.

9.6 *Securities linked to the performance of funds*

The Issuers may issue Securities where the redemption amount or, if applicable, the interest amount in relation to Fund-Linked Securities or the return, in relation to Fund Securities (together with the Fund-Linked Securities, "**Fund-Linked Securities**") is linked to the performance of a unit, share or other interest in a fund (each, a "**Fund Interest**") or a basket of Fund Interests. Such funds may include mutual funds or any other types of fund in any jurisdiction, or any combination of the foregoing. Investments offering direct or indirect exposure to the performance of funds are generally considered to be particularly risky and may bear similar risks, including but not limited to, market risks to a direct investment in funds.

Prospective investors should note that payments on redemption or termination of Fund-Linked Securities at maturity, expiration, early redemption or early termination may be postponed, in accordance with the Conditions, up to any specified long stop date. If the specified long stop date is reached, for the purposes of determining the Redemption Amount or any other such payment amounts, as applicable, the affected fund interests may be deemed to have a zero value. Prospective investors should also be aware that if one or more events occurs in relation to the Fund or any Fund Service Provider, including insolvency of the Fund or Fund Service Provider, then where "Fund Event Unscheduled Redemption" is specified in the applicable Issue Terms, the relevant Issuer may, in its reasonable discretion, determine whether the Fund-Linked Securities will continue or whether they will be redeemed or terminated on a date other than the scheduled Maturity Date. If the Issuer determines that the Fund-Linked Securities will continue, this may result in the substitution of the affected Fund Interest with other Fund Interests with similar characteristics or adjustments to the Conditions of the Securities to account for the occurrence of the relevant event. These actions may have an adverse effect on the return and risk profile of the relevant Fund-Linked Securities, and consequently, the value of such Fund-Linked Securities and if the Fund-Linked Securities are redeemed or terminated early the amount investors receive may be considerably less than their original investment and may even be zero.

Neither the Issuer nor the Determination Agent has any obligation to monitor and/or determine if a Fund Event has occurred at any time or to take any action in respect thereof. In certain circumstances, it may be the case that if action were taken by the Issuer or the Determination Agent at a different time or at all, amounts due to holders or the terms of any other adjustment made to the Securities would have resulted in a higher return to investors.

The risks associated with investing in Fund-Linked Securities are similar to the risks attached to a direct investment in the underlying fund or funds. There are substantial risks in directly or indirectly investing in funds including, without limitation, the risks set out below. Prospective investors should note that references to funds below can refer both to the funds referenced in any Fund-Linked Securities and also to any funds in which any of those funds invests its assets from time to time.

Investment risks that prospective investors should be aware of include the following:

- (1) different types of funds are subject to differing levels of regulatory supervision;
- (2) funds may have varying restrictions on leverage. Leverage presents the potential for a higher rate of return but also increases the volatility of the fund and increases the risk of a total loss of the amount invested;
- (3) funds may have differing investment restrictions and some funds may invest in assets which are illiquid or difficult to transfer. This may have an effect on the realisation of such assets and in turn, the value and performance of the fund. In addition, a fund's assets or investments may be concentrated in a few markets, countries, industries, commodities, sectors of an economy or issuers. If so, adverse movements in a particular market, country, industry, commodity, economy or industry or in the value of the securities of a particular issuer could have a severely negative effect on the value of such a fund. In addition, a fund may use a single adviser or employ a single strategy, which could mean a lack of diversification and higher risk;
- (4) substantial redemptions by holders of Fund Interests in a fund within a short period of time could require the fund's investment manager(s) and/or adviser(s) to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the fund's assets; and
- (5) the performance of a fund will be heavily dependent on the performance of investments selected by its advisers or investment managers and the skill and expertise of such fund service providers in making successful and profitable investment decisions. Such skill and expertise may be concentrated in a number of the adviser's or investment manager's key personnel. Should these key personnel leave or become no longer associated with the fund's adviser or investment manager, the value or profitability of the fund's investments may be adversely affected as a result.

9.7 Risks relating to Index-Linked Securities

(a) 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-Linked Securities.

(b) 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 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 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 Relevant Underlying may receive a lower payment upon redemption/settlement of such Securities than such Holder would have received if it had invested in the components of the Index directly or other comparable instruments linked to the Index.

(c) ***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-Linked Securities. The sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. Except where an Index is a Proprietary Index (see also the risk factor entitled "*Risk Factors—Securities linked to proprietary indices*"), the sponsor of an Index will have no involvement in the offer and sale of the Index-Linked 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-Linked Securities.

(d) ***Exposure to Index Modification, Index Cancellation, Index Disruption, Administrator/Benchmark Event and correction of Index levels***

The Determination Agent may in its reasonable discretion make certain determinations and adjustments, to replace the original Relevant Underlying with another and/or to cause early redemption/settlement of the Securities, any of which may be adverse to Holders in connection with Index Modification, Index Cancellation, Index Disruption and Administrator/Benchmark Event. The Determination Agent may determine that the consequence of any such event is to make adjustments to the amounts payable by the Issuer under the Securities, to make adjustments to the other terms and conditions of the Securities, or to replace such Index with another or to cause early redemption/settlement of the Securities. The Determination Agent may (subject to the terms and conditions of the relevant Securities) also amend the relevant Index level due to corrections in the level reported by the Index Sponsor. The consequences of such amendments could adversely affect the market value of the Index-Linked Securities.

(e) ***Specific risks associated with Decrement Indices***

Where the Relevant Underlying is an index with a decrement feature, it is an equity index and the return on such index will be calculated by reinvesting dividends paid by its components and by periodically subtracting a pre-defined dividend (also known as a "**Synthetic Dividend**"), which applies a constant markdown to the index level. The amount of such Synthetic Dividend may be expressed as a percentage of the prevailing index level or as a fixed number of index points (a fixed deduction amount that does not change with the index level).

A decrement index (after deduction of the pre-determined Synthetic Dividend) will underperform the corresponding total return index (i.e. where realised dividends have been reinvested and without any deduction of a Synthetic Dividend). A decrement feature may also act as a drain on the performance of the Index, and the index level will not reflect the aggregate performance of the underlying total return index but a lesser amount. As a result, the return on the Securities may be lower than the return on an investment linked to a "total return" index.

A decrement index (after deduction of the pre-determined Synthetic Dividend) may perform differently in comparison to the corresponding price return index (i.e. where the realised dividends are not reinvested, and without any deduction of a Synthetic Dividend). If the Synthetic Dividend is larger than the relevant realised level of dividends, the decrement index will underperform the corresponding price return index. As a result, the return on the Securities may be lower than the return on an investment linked to a traditional price return index. If the Synthetic Dividend is smaller than the relevant realised level of dividends, the decrement index will outperform an otherwise equivalent price return index.

Where a decrement index tracks the performance of a single component security, such decrement index (after deduction of the pre-determined Synthetic Dividend) will underperform a direct investment in such component security (i.e. because such direct investment would benefit from dividends paid by the component security without any deduction of a Synthetic Dividend).

In respect of decrement indices where the synthetic dividend is expressed as a number of index points (a fixed deduction amount that does not change with the index level), the Synthetic Dividend yield (defined as the ratio of the fixed index point decrement to the relevant decrement index level) will increase in a negative market scenario as this is a fixed amount and not a percentage of the index level. As such, a decrement index is likely to underperform a corresponding price return index when the index is decreasing and such underperformance will accelerate as the level of the decrement index decreases. Further, since the amount of decrement expressed in index points will not vary with the level of the decrement index, such index level may become negative. This could adversely affect the value of and return on the Securities, which could result in a Securityholder suffering a loss of some or all of its initial investment in the Securities.

9.8 *Risks relating to "benchmark" rates*

(a) *The regulation and reform of "benchmarks" may adversely affect the value of and return on Securities linked to or referencing such "benchmarks"*

Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (as amended) (the "**EU Benchmark Regulation**") was published in the Official Journal of the EU on 29 June 2016 and most provisions have applied, subject to certain transitional provisions, since 1 January 2018. The EU Benchmark Regulation has been amended several times, most recently by Regulation (EU) 2025/914 which applied as of 1 January 2026. Whilst the core obligations of the amended regime remain broadly aligned to the former regime (and the UK Benchmark Regulation (as defined below)), one of the key changes to the regime is that only benchmarks perceived to have the greatest economic relevance for the EU market (based on quantitative or qualitative criteria) will be in mandatory scope of the core provisions of the new regime. Such benchmarks will be those defined as critical (such as EURIBOR, STIBOR and NIBOR) or significant (determined based on quantitative or qualitative criteria), EU Climate Transition Benchmarks, EU Paris-aligned Benchmarks and certain commodity benchmarks each of which will remain in scope of the mandatory application of the core provisions of the revised EU Benchmark Regulation. Limited exemptions will apply, including, for certain FX benchmarks. Other benchmarks have fallen out of mandatory EU Benchmark Regulation scope (other than certain limited provisions including in relation to statutory replacement of a benchmark, connected with cessation and/or non-representativeness). EU administrators of benchmarks that do not exceed the quantitative thresholds for significance may however request voluntary application of the rules (opt-in) subject to certain conditions, including a EUR 20 billion eligibility threshold.

Following the end of the Brexit transitional period at 11.00 p.m. (London time) on 31 December 2020, the EU Benchmark Regulation in its then current form was saved into UK domestic law subject to a number of modifications and subsequent amendments (the "**UK Benchmark Regulation**" and, together with the EU Benchmark Regulation, the "**Benchmark Regulations**"). Like the EU Benchmark Regulation, among other things it (i) requires in-scope benchmark administrators to be authorised or registered (or, if located in a third country, to benefit from equivalence, recognition or endorsement) and to comply with extensive requirements in relation to the administration of benchmarks and (subject to certain transitional provisions) (ii) prohibits the use by in-scope supervised entities of benchmarks of administrators that are not authorised or registered on the FCA register (or, if located in a third country, do not benefit from equivalence, recognition or endorsement).

The scope of the UK Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices, such as WMR Closing Spot Rate and ICE Swap Rate[®] applies to many interest rates, foreign exchange rates and indices (including equity, commodity and "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue (UK regulated market, UK multilateral trading facility ("**MTF**") or UK organised trading facility ("**OTF**") or via a systematic internaliser, certain financial contracts and certain investment funds. The requirements of the UK Benchmark Regulation are intended to take into account the systemic significance, perceived risk profile and certain other relevant characteristics of different types of benchmarks.

The Benchmark Regulations could have a material impact on any Securities linked to or referencing a "benchmark" in scope of a Benchmark Regulation. For example:

- a rate or index which is a "benchmark" in scope of a Benchmark Regulation may not be used in certain ways by a supervised entity if (subject to applicable transitional provisions) its administrator does not obtain or maintain authorisation or registration (or, if a non-EU or non-UK (as the case may be) entity, its administrator/the benchmark does not satisfy the "equivalence" conditions, and is not "recognised" or endorsed). If the benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration or, if a non-EU or non-UK (as the case may be) entity, "equivalence" is not available and it is not recognised and the benchmark is not endorsed, then the Securities may be redeemed prior to maturity; and
- the methodology or other terms of an in-scope "benchmark" could be changed in order to comply with the requirements of the relevant Benchmark Regulation, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and (depending on the terms of the particular Securities) could lead to adjustments to the terms of the Securities as the Determination Agent deems necessary or appropriate.

Investors should note that benchmarks that fell out of scope of the revised EU Benchmark Regulation regime (which have not been opted-in) are no longer regulated in the same way from 1 January 2026. This means that previously mandatory requirements, for example, regulating governance, conflicts of interest, oversight functions, input data requirements, methodology and transparency of the methodology, requirements for contributors and in relation to input data, have fallen away. Among other things, there is a risk that this could mean that the methodology of such benchmarks may become less robust, resilient or transparent (potentially being capable of being materially amended without consultation). This may reduce or increase or affect the volatility of the level of such benchmarks, or if the methodology is materially amended, trigger the applicable fallbacks that are contained in Conditions 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) to 6.22 (*General Fallback Arrangements*) having the consequences and risks described below.

If amounts payable under any Securities (other than Exempt Securities) are calculated by reference to one or more "benchmarks" in scope of the EU Benchmark Regulation, a statement will be included in the relevant Final Terms as to whether or not, as far as the Issuer is aware, the relevant administrator or the "benchmark" is included in ESMA's register of administrators and benchmarks under Article 36 of the EU Benchmark Regulation. Investors should note however that whilst such statement will be given as of the date of the relevant Final Terms, the Issuer will not have ongoing notification obligations in relation to the status of the administrator or benchmark on ESMA's register of administrators and benchmarks thereafter (for example if a benchmark is removed from the register after September 2026 as it is no longer in mandatory EU Benchmark Regulation scope (as discussed above)).

Investors should also note that under the EU Benchmark Regulation the transitional provisions applicable to third-country benchmarks expired on 31 December 2025, although (in summary) if ESMA received an application for recognition or endorsement of a third country administrator providing an EU Paris-aligned Benchmark, an EU Climate Transition Benchmark, or an in-scope commodity benchmark by such date, the benchmark concerned can be used in any in-scope existing and new financial instruments and financial contracts, unless and until the administrator's application is refused. In the case of a significant third country benchmark, such benchmark can be used by in scope supervised entities in existing and new financial instruments unless and until a public notice has been issued by ESMA in respect of such benchmark under the EU Benchmark Regulation. This means that, in the same way that EU administrators require authorisation or registration, third country administrators will need to benefit from recognition, endorsement or equivalence for supervised entities to add a new reference to an EU Paris-aligned, EU Climate Transition or in-scope commodity benchmarks in any in-scope instruments. Third country administrators of in-scope significant benchmarks will also need to benefit from recognition, endorsement or equivalence, to avoid publication of a public notice meaning that supervised entities cannot add new references to such significant benchmarks in any in-scope instrument and triggering certain restrictions in relation to ongoing use of such benchmarks in existing in-scope instruments.

Where competent authorities or ESMA (in relation to third country benchmarks) intend to designate as significant a benchmark provided by an administrator that was included in the register referred to in Article 36 on 31 December 2025, the competent authorities or ESMA, as applicable, shall do so by 30

September 2026. However, a benchmark could also be designated as significant after this date if, for example, it was not included in ESMA's register on 31 December 2025 (which may be the case where the transitional provisions for third country benchmarks were relied on until 31 December 2025) or it is a new benchmark or the threshold for significance is met after this date.

The UK Benchmark Regulation is also expected to be repealed and reformed in the near future. HM Treasury launched a consultation on a new regime for benchmarks and benchmark administrators in December 2025 (the proposed Specified Authorised Benchmarks Regime ("**SABR**")). It is likely that SABR will replace the UK Benchmark Regulation in due course and that the scope of the UK regime will be significantly reduced to cover only systemically important benchmarks. However, these proposals are still at consultation stage and it remains to be seen what the final rules will be and the impact any such changes may have on the Securities.

Any of the international or national 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. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark"; and/or (iii) lead to the disappearance of the "benchmark". 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 Securities linked to or referencing a "benchmark" and the Determination Agent may be entitled to make corresponding adjustments to the conditions of the Securities.

(b) *Reform of EURIBOR and Other Interest Rate Index and Equity, Commodity and Foreign Exchange Rate Index "Benchmarks"*

The Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" have been the subject of national, international and other regulatory guidance and reform aimed at enhancing the governance, accountability, quality, integrity and transparency of benchmark design, determination and methodologies and supporting the transition to robust benchmarks. Many reforms have now reached their planned conclusion (including the transition away from London interbank offered rates ("**LIBOR**")), and "benchmarks" remain subject to ongoing monitoring. 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".

(c) *Swap Rates may be materially amended or discontinued*

Publication of many IBOR-based swap rates (such as the USD LIBOR ICE Swap Rate, the GBP LIBOR ICE Swap Rate and the JPY LIBOR Tokyo Swap Rate) have ceased and been replaced with new swap rates based on risk free rates, such as USD SOFR ICE Swap Rate, and GBP SONIA ICE Swap Rate. Whilst there is also a EUR-€STR Swap Rate, EURIBOR is still used as the floating leg in the calculation of the EUR EURIBOR Swap Rate and other IBORs that are still in existence may still be used in other swap rates (collectively, the "**Swap Rates**", and each a "**Swap Rate**") and these may be used as the base rate for CMS Reference Rates, or other Relevant Rates Benchmarks, for the Securities. Consequently, if EURIBOR and/or other relevant "IBORs" are discontinued, it may not be possible to calculate the relevant Swap Rate(s), and the Swap Rate may be discontinued. The occurrence of these events may trigger the applicable fallbacks that are contained in Conditions 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) to 6.22 (*General Fallback Arrangements*) having the consequences and risks described below.

(d) ***EURIBOR, CMS Reference Rates, SOFR, SONIA, €STR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Securities or an early redemption of the Securities***

Fallback arrangements where (i) the Relevant Rates Benchmark is other than SOFR or a CMS Reference Rate and (ii) the provisions of Condition 6.20 (Relevant Rates Benchmark Discontinuance or Prohibition on Use) are applicable

Where any variable by reference to which interest is payable under the Securities is an index, benchmark, rate or price source which is specified in the Conditions as a "Relevant Rates Benchmark", the administrator or sponsor (or the Relevant Rates Benchmark) may be required to be authorised, registered, recognised, endorsed or otherwise included in an official register in order for the Issuer, the Determination Agent or the Calculation Agent to be permitted to use the Relevant Rates Benchmark in certain ways and potentially to perform their respective obligations under the Securities. If the Determination Agent determines that such a requirement applies to the administrator or sponsor (or the Relevant Rates Benchmark) but it has not been satisfied, and if the applicable Issue Terms specifies that the provisions of Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) are applicable, then an "Administrator/Benchmark Event" will occur.

In order to address the risk of an Administrator/Benchmark Event occurring and the risk of discontinuance of reference rates, the Conditions include certain fallback provisions. These provisions apply to "Relevant Rates Benchmarks" (which will include EURIBOR, SONIA, €STR, SARON and TONA and other similar interbank rates). Unless otherwise specified in the Issue Terms, where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, the fallbacks described below will only apply after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option to apply and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate. The fallback provisions will be triggered if the Determination Agent determines that (i) the administrator or regulatory supervisor (or other applicable regulatory body) in connection with such Relevant Rates Benchmark announces that the administrator has ceased or will cease permanently or indefinitely to provide such Relevant Rates Benchmark and there is no successor administrator that will continue to provide the Relevant Rates Benchmark, or (ii) unless otherwise specified in the applicable Issue Terms, an Administrator/Benchmark Event occurs in relation to such Relevant Rates Benchmark.

Following the occurrence of any of these events the Determination Agent may replace the Relevant Rates Benchmark with any "Alternative Pre-nominated Reference Rate" which has been specified in the applicable Issue Terms or, if no Alternative Pre-nominated Reference Rate is specified in the applicable Issue Terms, with an alternative rate that is consistent with accepted market practice (the Alternative Pre-nominated Reference Rate or any such other alternative rate, the "**Alternative Rate**"). If an Alternative Rate is used then the Determination Agent may also make other adjustments to the Securities, including to the new Alternative Rate and to the Margin, which are consistent with accepted market practice for the use of such Alternative Rate with debt obligations such as the Notes. If the Determination Agent is unable to identify an Alternative Rate and determine the necessary adjustments to the terms of the Securities then the Issuer may redeem the Securities. The replacement of the Relevant Rates Benchmark by an Alternative Rate and the making of other adjustments to the Securities and other determinations, decisions or elections that may be made under the terms of the Securities in connection with the replacement of a Relevant Rates Benchmark could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities. Any early redemption of the Securities will result in the Securityholder losing any future return on the Securities and may result in the Securityholder incurring a loss on its investment in the Securities.

Any determination or decision of the Determination Agent described above will be made in the Determination Agent's discretion (in some cases after consultation with the Issuer).

Potential investors in any Securities that reference a Relevant Rates Benchmark (other than SOFR for the purposes of this risk factor (d)) should be aware that (i) the composition and characteristics of the Alternative Rate will not be the same as those of the Relevant Rates Benchmark which it replaces, the Alternative Rate will not be the economic equivalent of the Relevant Rates Benchmark that it replaces, there can be no assurance that the Alternative Rate will perform in the same way as the Relevant Rates Benchmark that it replaces would have at any time and there is no guarantee that the Alternative Rate will be a comparable substitute for the Relevant Rates Benchmark which it replaces, (each of which

means that the replacement of the Relevant Rates Benchmark by the Alternative Rate could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities), (ii) any failure of the Alternative Rate to gain market acceptance could adversely affect the Securities, (iii) the Alternative Rate may have a very limited history and the future performance of the Alternative Rate cannot be predicted based on historical performance, (iv) the secondary trading market for Securities linked to the Alternative Rate may be limited and (v) the administrator of the Alternative Rate may make changes that could change the value of the Alternative Rate or discontinue the Alternative Rate and has no obligation to consider the Securityholder's interests in doing so.

Fallback arrangements where the Relevant Rates Benchmark is SOFR: If SOFR is discontinued, any Floating Rate Securities referencing SOFR will bear interest by reference to a different base rate, which could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities; there is no guarantee that any Benchmark Replacement will be a comparable substitute for SOFR.

If the Issuer or its designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR (in the case of Securities referencing SOFR), then the interest rate on the Securities will no longer be determined by reference to SOFR, but instead will be determined by reference to a different base rate, which will be a different benchmark than SOFR, plus a spread adjustment, which is referred to as a "Benchmark Replacement", as further described in the relevant terms and conditions.

If a particular Benchmark Replacement or Benchmark Replacement Adjustment cannot be determined, then the next-available Benchmark Replacement or Benchmark Replacement Adjustment will apply. These replacement rates and adjustments may be selected, recommended or formulated by (i) the Relevant Governmental Body, (ii) ISDA or (iii) in certain circumstances, the Issuer or its designee. In addition, the terms of the Securities expressly authorise the Issuer or its designee to make Benchmark Replacement Conforming Changes with respect to, among other things, changes to the definition of "interest period," timing and frequency of determining rates and making payments of interest and other administrative matters. The determination of a Benchmark Replacement, the calculation of the interest rate on the Securities by reference to a Benchmark Replacement (including the application of a Benchmark Replacement Adjustment), any implementation of Benchmark Replacement Conforming Changes and any other determinations, decisions or elections that may be made under the terms of the Securities in connection with a Benchmark Transition Event could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities.

Any determination, decision or election described above will be made in the Issuer's or its designee's sole discretion.

Potential investors in any Securities that reference SOFR should be aware that (i) the composition and characteristics of the Benchmark Replacement will not be the same as those of SOFR, the Benchmark Replacement will not be the economic equivalent of SOFR, there can be no assurance that the Benchmark Replacement will perform in the same way as SOFR would have at any time and there is no guarantee that the Benchmark Replacement will be a comparable substitute for SOFR (each of which means that a Benchmark Transition Event could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities), (ii) any failure of the Benchmark Replacement to gain market acceptance could adversely affect the Securities, (iii) the Benchmark Replacement may have a very limited history and the future performance of the Benchmark Replacement cannot be predicted based on historical performance, (iv) the secondary trading market for Securities linked to the Benchmark Replacement may be limited and (v) the administrator of the Benchmark Replacement may make changes that could change the value of the Benchmark Replacement or discontinue the Benchmark Replacement and has no obligation to consider the Securityholder's interests in doing so.

See also the risk factors entitled "*Risk Factors — Risk Factors relating to the Relevant Underlying — Risks relating to "benchmark" rates — EURIBOR, CMS Reference Rates, SOFR, SONIA, €STR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Securities or an early redemption of the Securities*" above.

Fallback arrangements where the Relevant Rates Benchmark is a CMS Reference Rate: If the CMS Reference Rate is discontinued, any Floating Rate Securities referencing that CMS Reference Rate will

bear interest by reference to a different base rate, which could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities; there is no guarantee that any Benchmark Replacement will be a comparable substitute for the current CMS Reference Rate

If the Issue Terms specify that the provisions of Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) are not applicable to the Securities and an Index Cessation Event and its related Index Cessation Effective Date (as each term is defined in Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*)) have occurred with respect to the applicable tenor of the CMS Reference Rate, then the interest rate on the Securities will no longer be determined by reference to the CMS Reference Rate. Instead, the interest rate will be determined by reference to a different base rate, which will be a different benchmark than the initial or then current CMS Reference Rate, which is referred to as a "Benchmark Replacement," plus any adjustment spread (which may be positive, negative or zero), all as further described in Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*). In such a case, in the first instance, the interest on the Securities will be determined based on any alternative reference rate, index or benchmark that is specified for such purpose in the applicable Issue Terms (an "**Alternative Pre-nominated Reference Rate**"). In the absence of an Alternative Pre-nominated Reference Rate, the interest rate will be determined based on (1) the alternate rate of interest that has been selected or recommended by the relevant governmental body or agency with jurisdiction over the then current CMS Reference Rate for the applicable index maturity, or (2) if no such rate of interest has been selected or recommended by such a governmental body or agency, the alternate rate of interest that has been selected by the Determination Agent as the replacement for the then-current CMS Reference Rate for the applicable index maturity giving due consideration to any industry-accepted rate of interest as a replacement for the then-current CMS Reference Rate for floating rate notes denominated in the Index Currency at such time, including any alternate rate of interest recommended by the International Swaps and Derivatives Association, Inc. or any successor thereto. There can be no assurance that an alternate rate of interest to the CMS Reference Rate will be selected or recommended by a governmental body or agency with the consequence that the replacement rate will be selected by the Determination Agent.

In addition, the terms of the Securities expressly authorise the Determination Agent or its designee to make Benchmark Replacement Conforming Changes with respect to, among other things, changes to the definition of "interest period," timing and frequency of determining rates and making payments of interest and other administrative matters. The determination of a Benchmark Replacement, the calculation of the interest rate or other payment in respect of the Securities by reference to a Benchmark Replacement (including the determination by the Determination Agent of any "adjustment spread" that will be added or subtracted from the Benchmark Replacement), any implementation of Benchmark Replacement Conforming Changes and any other determinations, decisions, selections or elections that may be made under the terms of the Securities in connection with a Benchmark Transition Event could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities.

Potential investors in any Securities that reference one or more CMS Reference Rates should be aware that (i) the composition and characteristics of the Benchmark Replacement will not be the same as those of the initial or then current CMS Reference Rate, the Benchmark Replacement will not be the economic equivalent of the initial or then current CMS Reference Rate, there can be no assurance that the Benchmark Replacement will perform in the same way as the initial or then current CMS Reference Rate would have at any time and there is no guarantee that the Benchmark Replacement will be a comparable substitute for the initial or then current CMS Reference Rate (each of which means that an Index Cessation Event could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities), (ii) any failure of the Benchmark Replacement to gain market acceptance could adversely affect the Securities, (iii) the Benchmark Replacement may have a very limited history and the future performance of the Benchmark Replacement cannot be predicted based on historical performance, (iv) the secondary trading market for Securities linked to the Benchmark Replacement may be limited and (v) the administrator of the Benchmark Replacement may make changes that could change the value of the Benchmark Replacement or discontinue the Benchmark Replacement and has no obligation to consider the Securityholder's interests in doing so. If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Reference Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, redeem the Securities as of any later date.

Any determination, decision, selection or election described above that may be made by the Issuer, the Determination Agent or their respective designees will be made in such person's sole discretion.

See also the risk factors entitled "*Risk Factors — Risk Factors relating to the Relevant Underlying — Risks relating to "benchmark" rates — EURIBOR, CMS Reference Rates, SOFR, SONIA, €STR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Securities or an early redemption of the Securities*" above.

Fallback arrangements - general

The application of any of these fallbacks may adversely affect the value of the Securityholder's investment in the Securities.

If (a) none of the fallbacks described above in (1) "*Fallback arrangements where (i) the Relevant Rates Benchmark is other than SOFR or a CMS Reference Rate and (ii) the provisions of Condition 6.20 (Relevant Rates Benchmark Discontinuance or Prohibition on Use) are applicable*" or (2) "*Fallback arrangements where the Relevant Rates Benchmark is SOFR: If SOFR is discontinued, any Floating Rate Securities referencing SOFR will bear interest by reference to a different base rate, which could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities; there is no guarantee that any Benchmark Replacement will be a comparable substitute for SOFR*" or (3) "*Fallback arrangements where the Relevant Rates Benchmark is a CMS Reference Rate: If the CMS Reference Rate is discontinued, any Floating Rate Securities referencing that CMS Reference Rate will bear interest by reference to a different base rate, which could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities; there is no guarantee that any Benchmark Replacement will be a comparable substitute for the current CMS Reference Rate*" applies, and (b) EURIBOR, SONIA, €STR, SARON or TONA has been permanently discontinued, the Determination Agent will use, as a substitute for EURIBOR, SONIA, €STR, SARON or TONA (as the case may be), and for each future Interest Determination Date, 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 applicable index currency that is consistent with accepted market practice. The Determination Agent will also make other adjustments to the Securities, including to the new rate and to the Margin or Spread, which are consistent with accepted market practice for the use of such alternative rate for debt obligations such as the Securities. However, in the case of EURIBOR only, if the Determination Agent determines that no such alternative rate exists on the relevant date, it will make a determination of an alternative rate as a substitute for EURIBOR, for debt obligations such as the Securities, as well as other adjustments to the Securities, including to the new rate and to the Margin or Spread, that is consistent with accepted market practice.

Unless otherwise specified in the Issue Terms, where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, the fallbacks described above will only apply after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option to apply and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate.

The replacement of EURIBOR, SONIA, €STR, SARON or TONA by an alternative rate and the making of other adjustments to the Securities and other determinations, decisions or elections that may be made under the terms of the Securities in connection with the replacement of EURIBOR, SONIA, €STR, SARON or TONA could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities.

Any determination or decision described above will be made in the Determination Agent's discretion (after consultation with the Issuer).

Potential investors in any Securities that reference EURIBOR, SONIA, €STR, SARON or TONA should be aware that (i) the composition and characteristics of the alternative rate will not be the same as those of the Relevant Rates Benchmark which it replaces, the alternative rate will not be the economic equivalent of the Relevant Rates Benchmark that it replaces, there can be no assurance that the alternative rate will perform in the same way as the Relevant Rates Benchmark that it replaces would have at any time and there is no guarantee that the alternative rate will be a comparable substitute for the Relevant Rates Benchmark which it replaces, (each of which means that the replacement of the Relevant Rates

Benchmark by the alternative rate could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities), (ii) any failure of the alternative rate to gain market acceptance could adversely affect the Securities, (iii) the alternative rate may have a very limited history and the future performance of the alternative rate cannot be predicted based on historical performance, (iv) the secondary trading market for Securities linked to the alternative rate may be limited and (v) the administrator of the alternative rate may make changes that could change the value of the alternative rate or discontinue the alternative rate and has no obligation to consider the Securityholder's interests in doing so.

(e) ISDA Determination and Fallbacks

In the case where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate and the Margin (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Securities, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Securities. The making of such adjustments to the Securities and other determinations could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities.

Furthermore, if, at any time, the relevant ISDA Rate is specified as being the 10-year constant maturity French treasury rate (commonly referred to as CNO TEC10) published by the Bank of France and it ceases to represent the actual yield to maturity of a notional *Obligation assimilable du Trésor* ("OAT") with a maturity of exactly 10 years, the ISDA Rate will not be calculated in accordance with the standard ISDA Determination. Instead, for the purposes of the Conditions and in respect of the relevant Interest Period, the ISDA Rate shall be deemed to be the yield to maturity of a notional OAT with a maturity of exactly 10 years, as determined by the Determination Agent. Such determination may differ from the results that would be obtained under an ISDA Determination or from determinations made in the market under similar circumstances.

(f) Specific risks relating to Securities referencing SOFR, SONIA, €STR, SARON or TONA

The following sets out a number of additional risks specific to Securities that reference SOFR, SONIA, €STR, SARON or TONA (each of which is referred to as a (nearly) risk free rate or an "RFR").

Certain RFRs have limited histories; the future performance of SOFR or SONIA cannot be predicted based on historical performance.

The publication of €STR began on 2 October 2019 and publication of SOFR began on 3 April 2018 and these RFRs therefore have limited histories. The publication of SONIA on the basis of its present methodology began on 24 April 2018. The publication of SARON began on 25 August 2009. In addition, the future performance of RFRs cannot be predicted based on the limited historical performance. The level of an RFR during the term of the Securities may bear little or no relation to its historical level. Prior observed patterns, if any, in the behaviour of market variables and their relation to an RFR, such as correlations, may change in the future. The future performance of an RFR is impossible to predict and therefore no future performance of an RFR or the Securities may be inferred from any of the historical performance or historical simulations. Hypothetical or historical performance data are not indicative of, and have no bearing on, the potential performance of an RFR or the Securities. Changes in the levels of the relevant RFR referenced by the Securities will affect the return on the Securities and the trading price of such Securities, but it is impossible to predict whether such levels will rise or fall. There can be no assurance that the relevant RFR referenced by the Securities will be positive.

The composition and characteristics of an RFR are not the same as those of historic LIBOR and there is no guarantee that an RFR is a comparable substitute for historic LIBOR.

In December 2016, the Japanese Study Group on Risk-Free Reference Rates announced TONA as its preferred risk free rate for Japanese yen. In April 2017, the Working Group on Sterling Risk-Free

Reference Rates announced SONIA as its preferred risk-free rate for sterling. In June 2017, the ARRC announced SOFR as its recommended alternative to U.S. dollar LIBOR. In October 2017, the Swiss National Working Group on Swiss Franc Reference Rates recommended SARON as the alternative to historic Swiss franc LIBOR. In September 2018, the Working Group on euro risk free rates recommended €STR as the euro risk free rate. However, the composition and characteristics of each of these RFRs are not the same as those of historic LIBOR.

SOFR is a broad Treasury repo financing rate that represents overnight secured funding transactions. SARON represents the overnight interest rate of the secured money market for Swiss francs. This means that each of SOFR and SARON is fundamentally different from LIBOR for two key reasons. First, each of SOFR and SARON is a secured rate, while historic LIBOR was an unsecured rate. Second, each of SOFR and SARON is an overnight rate, while historic LIBOR represented interbank funding over different maturities.

SONIA is a measure of the rate at which interest is paid on sterling short-term wholesale funds in circumstances where credit, liquidity and other risks are minimal. €STR is a rate which reflects the wholesale euro unsecured overnight borrowing costs of euro area banks. TONA represents the weighted average of call rates for uncollateralised overnight transactions in Japanese yen. While SONIA, €STR, TONA and LIBOR are all unsecured rates, SONIA, €STR and TONA are overnight rates unlike historic LIBOR which represented interbank funding over different maturities.

Whilst term versions of some RFRs have developed (for example, term SOFR and term SONIA rates), these are separate rates to the overnight RFRs and are not typically used in instruments such as the Program Securities which use the daily compounded RFR or the specified ISDA Rate (see "*The interest rate on the Securities is based on a daily compounded RFR, which is relatively new in the marketplace; different conventions exist for calculating interest on RFR-linked Securities*" below).

As a result, there can be no assurance that an RFR will perform in the same way as historic LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, market volatility or global, national or regional economic, financial, political, regulatory, judicial or other events. For example, since publication of SOFR began on 3 April 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmark or other market rates. For additional information regarding SOFR, see "*Secured Overnight Financing Rate*" above.

The secondary trading market for Securities linked to an RFR may be limited.

Since some of the RFRs are relatively new market rates or have only recently been adopted as a benchmark rate for bonds, the trading market in debt securities such as the Securities may not be very liquid. Market terms for debt securities linked to an RFR (such as the Securities) may evolve over time and, as a result, trading prices of the Securities may be lower than those of later-issued debt securities that are linked to the same RFR. Similarly, if an RFR does not prove to be widely used in debt securities similar to the Securities, the trading price of the Securities may be lower than that of debt securities linked to rates that are more widely used. Investors in the Securities may not be able to sell such Securities at all or may not be able to sell such Securities at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Further, investors wishing to sell the Securities in the secondary market will have to make assumptions as to the future performance of the relevant RFR. As a result, investors may suffer from increased pricing volatility and market risk.

The administrator of the relevant RFR may make changes that could change the value of the benchmark or discontinue the benchmark and has no obligation to consider Securityholders' interests in doing so.

The New York Federal Reserve (or a successor), as administrator of SOFR, the Bank of England (or a successor), as administrator of SONIA, the European Central Bank (or a successor) as administrator of €STR, SIX Index AG (or a successor) as administrator of SARON or the Bank of Japan (or a successor) as administrator of TONA may make methodological or other changes that could change the value of the relevant RFR, including changes related to the method by which the relevant rate is calculated, eligibility criteria applicable to the transactions used to calculate the relevant rate, or timing related to the publication of the relevant rate. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of the relevant RFR (in which case a fallback method of determining the interest rate on the Securities will apply). The administrator has no obligation to consider Securityholders' interests in calculating, adjusting, converting, revising or discontinuing the relevant rate and any such

calculations, adjustments, conversion, revision or discontinuation could adversely affect the return on the Securities, the value of the Securities and the price at which the Securityholder can sell such Securities.

The interest rate on the Securities is based on a daily compounded RFR, which is relatively new in the marketplace; different conventions exist for calculating interest on RFR-linked Securities

For each Interest Period for Securities linked to an RFR, the interest rate on the Securities is based on a daily compounded RFR calculated using the specific formula specified in the Conditions and the Issue Terms, or the specified ISDA Rate not the RFR published on or in respect of a particular date during such Interest Period, or an average of the relevant RFRs during such period. For this and other reasons, the interest rate on the Securities during any Interest Period will not be the same as the interest rate on other investments linked to the same RFR that use an alternative basis to determine the applicable interest rate. Further, unless in the case of an ISDA Rate "Daily Floored Rate" is specified as applicable in the relevant Issue Terms and the Daily Floored Rate is zero or above, if the relevant RFR in respect of a particular date during an Interest Period is negative, the portion of the accrued compounded interest compounding factor specifically attributable to such date will be less than one, resulting in a reduction to the accrued interest compounding factor used to calculate the interest payable on the Securities on the Interest Payment Date for such Interest Period.

Limited market precedent exists for securities that use SOFR and certain other RFRs as the interest rate and, in addition, for each RFR, different market conventions exist for calculating interest on debt securities. Accordingly, the specific formula for the daily compounded RFR used in the Securities may not be widely adopted by other market participants, if at all. If the market adopts a different convention for calculating interest, that would likely adversely affect the market value of such Securities.

The amount of interest payable with respect to each Interest Period will be determined near the end of the Interest Period.

The amount of interest payable with respect to such Interest Period will be determined on a date near the end of such Interest Period, Securityholders will not know the amount of interest payable with respect to each such Interest Period until shortly prior to the related Interest Payment Date and it may be difficult for Securityholders to reliably estimate the amount of interest that will be payable on each such Interest Payment Date.

The Issuer, its subsidiaries or affiliates may publish research that could affect the market value of the Securities. They also may hedge the Issuer's obligations under such Securities.

The Issuer or one or more of its affiliates may, at present or in the future, publish research reports with respect to movements in interest rates generally, or any of the RFRs specifically. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Securities. Any of these activities may affect the market value of such Securities. In addition, the issuer's subsidiaries may hedge the Issuer's obligations under the Securities and they may realize a profit from that hedging activity even if investors do not receive a favourable investment return under the terms of such Securities or in any secondary market transaction.

Reliance on third parties

Each RFR is published and calculated by third parties based on data received from other sources and none of the Issuer, the Determination Agent or the Calculation Agent has any control over the determinations, calculations or publications of any such third parties.

Market Adoption

The market or a significant part thereof may adopt an application of the relevant RFR (one using a different convention to calculating interest including using an RFR screen based rate) that differs significantly from that set out in the Conditions and used in relation to Securities that reference a risk-free rate issued under this Base Prospectus and this may adversely affect the value of the Securities.

Potential investors in the Securities should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other

financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Securities.

Where "Payment Delay" applies, in determining the compounded RFR for the final Interest Period, the level of the relevant RFR for any day from and including the relevant SOFR/SONIA/€STR/SARON/TONA Rate Cut-Off Date to but excluding the Maturity Date or redemption date, as applicable, will be the level of the relevant RFR in respect of such Rate Cut-off Date.

Where "Payment Delay" applies, for the final Interest Period, because the level of the relevant RFR for any day from and including the SOFR/SONIA/€STR/SARON/TONA Rate Cut-off Date to but excluding the Maturity Date or redemption date, as applicable, will be the level of the relevant RFR in respect of such Rate Cut-Off Date, Securityholders will not receive the benefit of any increase in the level in respect of the relevant RFR beyond the level for such date in connection with the determination of the interest payable with respect to such Interest Period, which could adversely impact the amount of interest payable with respect to that Interest Period.

(g) *Securities linked to proprietary indices*

The Issuers may issue Securities with principal and/or interest determined by reference to a "proprietary index", where Morgan Stanley or a Morgan Stanley affiliate is the owner and sponsor of such an index.

A proprietary index is a notional, rules-based index comprising its component(s) and the level of such index may go down as well as up, depending on the performance of the components and their effect on the strategy that the proprietary index has been developed to reflect. There can be no assurance as to the future performance of any such index, and the index level on any day may not reflect either its past performance or its future performance. The strategy that any such index has been developed to reflect may not be successful, and other strategies using the components and alternative indices and benchmarks may perform better than such index. Any past performance of a proprietary index (actual or simulated) is not an indication of its future performance.

Prospective investors in any Securities linked to a proprietary index should review, in addition to the following Risk Factors and any bespoke risk factors contained in the relevant Index Rules.

An investor in Securities linked to a proprietary index will have no rights in respect of the proprietary index or any components of such proprietary index

The investment exposure provided by any proprietary index is notional or synthetic. Investors in Securities will (i) have no legal or beneficial ownership interest in any proprietary index or any component comprising a proprietary index (or components thereof) and therefore have no recourse to any such component; (ii) have no right to take delivery of any such component; (iii) have no rights generally with respect to any such component (where in relation to voting or otherwise); and (iv) have no right to receive dividends, distributions or other payments with respect to any such component.

A proprietary index may have a limited operating history and may perform in unanticipated ways

A proprietary index may be a relatively new strategy. Where limited historical performance data exists with respect to the components referenced by such index and/or the index itself, any investment in respect of which returns are linked to the performance of such an index or its components may involve greater risk than an investment linked to returns generated by an investment strategy with a proven track record. While a longer history of actual performance could provide more reliable information on which to assess the validity of a strategy that a proprietary index is intended to reflect and on which to base an investment decision, the fact that such an index and/or the relevant components are relatively new would not allow this. There can be no guarantee or assurance that a proprietary index or its components will operate in a manner consistent with the data available.

9.9 *Risks relating to Share-Linked Securities*

(a) *Factors affecting the performance of Shares may adversely affect the value of the Share-Linked Securities*

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. If the Share(s) do(es) not perform as expected as of the Trade Date, this could materially and adversely affect the value of Share-Linked Securities. These factors are not within the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates' control and may result in a decline in the value of the Securities.

(b) *Holders have no claim against the Share Issuer(s) or recourse to the Shares*

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

(c) *Determinations made by the Issuer and the Determination Agent in respect of Potential Adjustment Events, Merger Events, Tender Offers, De-listing, Nationalisations, Insolvencies and Additional Disruption Events may have an adverse effect on the value of the Share-Linked Securities*

Upon the determination by the Determination Agent, in its reasonable discretion, that a Potential Adjustment Event, Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Additional Disruption Event has occurred in relation to an underlying Share or Share Company, the Issuer (in the case of a Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or an Additional Disruption Event) will, in its reasonable discretion, determine whether the relevant Share-Linked Securities shall continue or shall be redeemed early, any of which determinations may have an adverse effect on the value of the Share-Linked Securities and, in the case of a Potential Adjustment Event, the Determination Agent may, in its reasonable discretion, make certain determinations to account for the occurrence of the relevant event, including to make adjustments to the terms of the Share-Linked Securities. In particular, in the event that the Share-Linked Securities are early settled/redeemed, the amount payable to Holders may be significantly less than the investor's initial investment, and may be as low as zero. If the Issuer determines that the relevant Share-Linked Securities shall be redeemed early, the Issuer shall provide notice of such early redemption to Securityholders a prescribed number of days prior to the date fixed for redemption.

If the Issuer determines that the relevant Share-Linked Securities shall continue following the occurrence of such an event, the Determination Agent may, in its reasonable discretion, make certain determinations to account for the occurrence of the relevant event, including to make adjustments to the terms of the Share-Linked Securities. The application of any of these adjustments may adversely affect the value of the Securityholder's investment in the Share-Linked Securities.

Potential Adjustment Events include (a) a sub-division, consolidation or re-classification of the Shares, (b) an extraordinary dividend, (c) a call of the Shares that are not fully paid, (d) a repurchase by the Share Company, or an affiliate thereof, of the Shares, (e) a separation of rights from the Shares or (f) any event having a dilutive or concentrative effect on the value of the Shares. Additional Disruption Events include, if "Supplementary Provisions for Belgian Securities" is specified as not applicable in the applicable Issue Terms, (1) a change in applicable law since the Trade Date that makes it illegal to hold, acquire or dispose of the Shares or more expensive for the relevant Issuer to hedge its obligations under the relevant Share-Linked Securities, (2) an insolvency filing by or on behalf of any issuer of the relevant Share(s), (3) Increased Cost of Hedging and (4) Hedging Disruption or, if "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, (1) a change in applicable law since the Trade Date that makes it illegal to hold, acquire or dispose of the Shares, (2) an insolvency filing by or on behalf of any issuer of the relevant Share(s).

In making these adjustments, the Determination Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Determination Agent is not required but has the discretion to make adjustments with respect to each and every corporate action.

(d) *Risks related to Depositary-Receipt linked Securities*

An investment in Securities linked to Depositary Receipts ("DRs") entails significant risks in addition to those associated with Equity-Linked Securities and with investments in a conventional Securities. There

are important differences between the rights of holders of DRs and the rights of holders of the equity issuer represented by such DRs. A DR is a security that represents capital stock of the relevant underlying equity issuer. The relevant deposit agreement for the DR sets forth the rights and responsibilities of the depository (being the issuer of the DR), the underlying equity issuer and holders of the DRs which may be different from the rights of holders of the underlying equities. The legal owner of the underlying equities is the custodian bank which at the same time is the issuing agent of the DR. Depending on the jurisdiction under which the DRs have been issued and the jurisdiction to which the custodian agreement is subject, it is possible that the corresponding jurisdiction would not recognise the purchaser of the DR as the actual beneficial owner of the underlying equities. Particularly in the event that the custodian bank becomes insolvent or that enforcement measures are taken against the custodian bank, it is possible that an order restricting free disposition could be issued with respect to the underlying equities or that such shares are realised within the framework of an enforcement measure against the custodian bank. If this is the case, the holder of the DR loses their rights under the underlying equities and the relevant Securities would become worthless. Adjustment to the terms and conditions or replacement of the underlying equities following certain corporate events in relation to the underlying equities may materially and adversely affect the value of the Securities linked to DRs.

9.10 *Risks relating to Commodity-Linked Securities*

Commodity markets are influenced by, among other things, changing supply and demand relationships, weather, governmental, agricultural, commercial and trade programs and policies designed to influence commodity prices, world political and economic events, changes in interest rates and factors affecting the exchange(s) or quotation system(s) on which any such commodities may be traded.

Where a Security linked to a commodity references a futures contract, this reference should be taken as if the futures contract had the specified commodity as the underlying commodity. Investments in futures and options contracts involve additional risks including, without limitation, leverage (margin is usually a percentage of the face value of the contract and exposure can be nearly unlimited).

A holder of a futures position may find such positions become illiquid because certain commodity exchanges limit fluctuations in certain futures contract prices during a single day by regulations referred to as "daily price fluctuation limits" or "daily limits". Under such daily limits during a single trading day no trades may be executed at prices beyond the daily limits. Once the price of a contract for a particular future has increased or decreased by an amount equal to the daily limit, positions in the future can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. This could prevent a holder from promptly liquidating unfavourable positions and subject it to substantial losses. Futures contract prices in various commodities occasionally have exceeded the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent the liquidation of unfavourable positions and subject an investor in a Security linked to such contract prices to substantial losses.

Commodity future prices reflect the expectations of the market players as to the future value of the commodity and may not be consistent with the current prices of the relevant commodity.

9.11 *Brent Commodity Reference Prices*

If the Commodity Reference Price with respect to a Series of Commodity-Linked Securities is a Commodity Reference Price set out under the titles "Oil-Brent" in Section 6 of the Additional Terms and Conditions (*Commodity Reference Price*), the Determination Agent may be permitted to substitute the Commodity Reference Price for another Commodity Reference Price and/or to make certain adjustments to the terms of such Series as it deems appropriate, including to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value and any other variable relevant to the exercise, settlement, payment or other terms of the relevant Commodity-Linked Securities. Any such substitution or adjustments may result in Securityholders receiving a lesser amount than they would have received but for such substitution and may adversely affect the value of the Commodity-Linked Securities of the relevant Series.

9.12 *Risks relating to Currency-Linked Securities*

See 'Risk Factors relating to currencies and exchange rates' above.

9.13 *Securities linked to Preference Shares*

(a) *General Risks relating to Securities linked to Preference Shares*

Morgan Stanley, MSBV, MSFL and MSESE may issue Securities with principal (and interest, if any) determined by reference to the changes in the value of the preference shares ("**Preference Shares**"), which may fluctuate up or down depending on the performance of the relevant underlying asset(s) or basis of reference to which Preference Shares are linked (the "**Preference Share Underlying**") as set out in the terms and conditions of the Preference Shares (the "**Terms of the Preference Shares**"). If, as a result of the performance of the Preference Share Underlying, the performance of the Preference Shares is negative the value of the Preference Share-Linked Securities will be adversely affected. Purchasers of Preference Share-Linked Securities risk losing all or a part of their investment if the value of the Preference Shares falls.

If the Preference Shares incorporate an "underlying determination event" mechanism as described below and the Preference Shares become subject to redemption pursuant thereto, the Maturity Date of the Securities and thereby valuation of the Preference Shares, will be brought forward and fall earlier than would otherwise have been the case.

As set out below, Preference Share-Linked Securities will be subject to early redemption if an Extraordinary Event or, if applicable, an Additional Disruption Event occurs or if an Early Redemption Event occurs. In these circumstances the Issuer may redeem the Securities at the Early Redemption Amount or the Early Share Redemption Security Amount, as applicable. **The Early Redemption Amount or Early Preference Share Redemption Security Amount may be less (and in certain circumstances, significantly less) than investors' initial investment.**

(b) *Exposure to the Preference Share Underlying*

The Preference Share Underlying may be a specified index or basket of indices, a specified equity or basket of equities, a specified currency or basket of currencies, a specified fund share or unit or basket of fund shares or units or such other underlying instruments, bases of reference or factors as may be determined by the issuer of the relevant Preference Shares (the "**Preference Share Issuer**") and specified in the terms and conditions of the relevant series of Preference Shares. **Consequently potential investors should also consider the risk factors entitled "Securities linked to the performance of funds", "Risks relating to Index-Linked Securities" and "Risks relating to Share-Linked Securities" set out above in respect of the risks involved in investing in Securities (in this case the Preference Shares) linked to certain Relevant Underlying(s).**

The Terms of the Preference Shares provide that the Preference Shares will be redeemable on their final redemption date (or otherwise in accordance with the Terms of the Preference Shares). On redemption, the Preference Shares will carry preferred rights to receive an amount calculated by reference to the Preference Share Underlying. The Preference Shares may also incorporate an "underlying determination event" mechanism, which may be triggered by certain annual changes in the value of the Preference Share Underlying. On the occurrence of such underlying determination event, the Preference Shares will cease to be exposed to the Preference Share Underlying and will be redeemed at a redemption amount equal to the issue price multiplied by the relevant percentage specified in the Terms of the Preference Shares for the year in which the underlying determination event has occurred.

Investors should review the Terms of the Preference Shares and consult with their own professional advisers if they consider it necessary.

(c) *Credit and Fraud Risk of Preference Share Issuer*

Preference Share-Linked Securities are linked to the performance of the relevant Preference Shares. Investors bear the risk of an investment in the Preference Share Issuer. The value of the Preference Share-Linked Securities is dependent on the value of the Preference Shares, which will depend in part on the creditworthiness of Preference Share Issuer, which may vary over the term of the Preference Share-Linked Securities. The Preference Share Issuer is not an operating company. Its sole business activity is the issue of redeemable preference shares. The Preference Share Issuer does not have any trading assets and does not generate any significant net income. As its funds are limited any misappropriation of funds or other fraudulent action by the Preference Share Issuer or person acting on its behalf would have a

significant adverse effect on the value of the Preference Shares and will adversely affect the value of the Preference Share-Linked Securities.

(d) *Determination of Extraordinary Events and Additional Disruption Events*

The Determination Agent may determine the occurrence of a Merger Event, Tender Offer, Insolvency or Additional Disruption Event in relation to the Preference Share-Linked Securities. Upon such determination, the relevant Issuer may, at its option redeem the Preference Share-Linked Securities in whole at the Early Redemption Amount which may be less than the amount invested in the Preference Share-Linked Securities. Securityholders will not benefit from any appreciation of the Preference Shares that may occur following such redemption.

(e) *No ownership rights*

An investment in Preference Share-Linked Securities is not the same as an investment in the Preference Shares and does not confer any legal or beneficial interest in the Preference Shares or any Preference Share Underlying or any voting rights, right to receive dividends or other rights that a holder of the Preference Shares or any Preference Share Underlying may have. The Preference Share-Linked Securities are unsubordinated and unsecured obligations of the Issuer.

(f) *Hedging activities of the Issuer and affiliates*

The Issuer or its affiliates may carry out hedging activities related to the Preference Share-Linked Securities, including purchasing the Preference Shares and/or the Preference Share Underlying, but will not be obliged to do so. Certain of the Issuer's affiliates may also purchase and sell the Preference Shares and/or purchase and sell the Preference Share Underlying on a regular basis as part of their securities businesses. Any of these activities could potentially affect the value of the Preference Share Underlying and, accordingly, the value of the Preference Shares and the Preference Share-Linked Securities.

9.14 *Risks Relating to Futures Contract-Linked Securities*

The Issuers may issue Securities where the redemption amount or, if applicable, the interest amount is linked to the performance of a futures contract (a "**Futures Contract**") or a basket of Futures Contracts. The underlying of such Futures Contracts may include equity indices (including equity indices giving exposure to dividends paid by the constituent companies or the volatility of those constituent companies), single stocks, foreign exchange rates, bonds, cryptocurrencies or other types of underlying asset(s), contracts or property. It is important that an investor in Securities linked to the performance of futures contracts understands the contract specification of the relevant Futures Contract(s), including the applicable underlying(s) and term for which exposure is given.

The risks associated with investing in Futures Contract-Linked Securities are similar to the risks attached to a direct investment in the relevant futures contract(s). There are substantial risks in directly or indirectly investing in futures contracts including, without limitation, the risks set out below.

Investment risks that prospective investors should be aware of include the following:

- (1) The value of the futures contract(s) underlying the Securities may vary over time and may increase or decrease by reference to a variety of factors which include the factors affecting any underlying of the futures contract(s) such as:
 - the expectations of performance in relation to the underlying of the futures contract or the constituent assets of any index or indices underlying the Futures Contract from time to time;
 - in the case of an index underlying the Futures Contract, any changes in the constituents of that index;
 - market interest and yield rates;
 - economic, political, structural supply and demand and macro-economic factors;
 - changes in applicable law and regulation; and

- in the case of Securities linked to dividend futures contracts (the value of which typically tracks dividends paid by the constituent companies of the underlying equity index during a specified time period), the dividend policy of the relevant constituent companies of the related underlying index and the terms as to which dividends are relevant realised dividends (which often exclude special or extraordinary dividends). Investors should be aware that such constituent companies may pay reduced relevant dividends or no such dividends in respect of the relevant contract period or dividends that may bear no relation to dividends paid during a prior contract period.

In addition, the value of futures contract(s) also depends on factors relating to the relevant futures contract itself, such as the time remaining to the final settlement date, and the liquidity of such futures contract(s), the contract specification (including, without limitation, where the underlying of such futures contract is cryptocurrency(ies), how the futures contract deals with a hard-fork in respect of a cryptocurrency) and the terms of the relevant underlying(s).

- (2) The Securities give rise to obligations of the Issuer and will not give rise to any obligations or rights in respect of the Futures Contract(s) or any underlying(s) of the Futures Contract(s). The return on investment may have been higher if made in the Futures Contract(s) or underlying(s) of the Futures Contract(s) rather than by purchasing the Securities.
- (3) The performance of a similar futures contract or its underlying(s) over a prior contract period will not necessarily be indicative of the performance of the relevant Futures Contract(s) to which the Securities relate.

All these factors may have a significant adverse effect on the amounts payable in respect of the Futures Contract-Linked Securities and/or could result in a decline in the value of the Futures Contract-Linked Securities.

9.15 Risks Relating to cryptocurrency linked ETF-Linked and Futures Contract-Linked Securities

The Issuers may issue Securities linked to the performance of either (1) an ETF or basket of ETFs or (2) a Futures Contract or a basket of Futures Contracts, where the relevant ETF(s) or Futures Contract(s) (as the case may be) are linked to cryptocurrencies (such Securities, "**Crypto-Linked Securities**"). A cryptocurrency is a digital asset whose origin is derived from a blockchain, including digital currencies.

Bitcoin and Ethereum are among the most widely used cryptocurrencies.

Bitcoin is a decentralised, non-regulated virtual currency, and a worldwide payment system without a central bank or any other central (state) authority. The Bitcoin currency network was released as an opensource software in 2009 to secure payment transactions via the internet from user to user over a peer-to-peer network without any intermediaries. Transactions will be documented in a publicly managed account book labelled "blockchain".

Ethereum is a cryptocurrency based on an open-source, blockchain-based, decentralised software platform (also called Ethereum).

(a) Cryptocurrencies are a relatively new technological innovation with a limited operating history

Cryptocurrencies have a relatively limited history of existence and operations compared to traditional commodities. There is a limited established performance record for the price of cryptocurrencies and, in turn, a limited basis for evaluating an investment in them. Although past performance is not necessarily indicative of future results, if cryptocurrencies had a more established history, such history might (or might not) provide investors with more information on which to evaluate an investment in Crypto-Linked Securities.

(b) The price of cryptocurrencies is highly volatile and subject to fluctuations due to a number of factors

The value of both cryptocurrency linked ETF(s) and cryptocurrency linked Futures Contract(s) (each being a "**Crypto Linked Underlying**") are linked to the value of the underlying cryptocurrency and therefore fluctuations in the price of such cryptocurrency could adversely affect the value of any such ETF or Futures Contract. The price of cryptocurrencies is highly volatile, and subject to a number of factors, which individually or together could impact their price, including (without limitation):

- (i) an increase in the global supply or a decrease in the global demand of the relevant cryptocurrency;
- (ii) market conditions of, and overall sentiment towards, the digital assets and blockchain technology industry;
- (iii) trading activity on digital assets exchanges, which, in many cases, are largely unregulated or may be subject to manipulation;
- (iv) forks in the Bitcoin or relevant cryptocurrency network;
- (v) investors' expectations with respect to interest rates, the rates of inflation of fiat currencies or the relevant cryptocurrency and digital asset exchange rates;
- (vi) consumer preferences and perceptions of the relevant cryptocurrency specifically and digital assets generally;
- (vii) negative events including business failures and bankruptcies, publicity and social media coverage relating to the relevant cryptocurrency and blockchain technology industry;
- (viii) fiat currency withdrawal and deposit policies on digital asset exchanges;
- (ix) monetary policies of governments, legislation or regulations, trade restrictions and regulatory measures or enforcement actions, if any, that restrict the use of cryptocurrencies as a form of payment or the purchase of cryptocurrencies;
- (x) global or regional political, economic or financial conditions, events and situations, such as the Covid-19 outbreak;
- (xi) financial strength of market participants;
- (xii) availability of funding and cost of capital; and
- (xiii) interruptions in service from or closures or failures of major digital asset exchanges or their banking partners, or outages or system failures affecting a cryptocurrency network.

Due to the extremely high volatility of cryptocurrencies, the value of Crypto Linked Underlying(s) may change significantly on a frequent basis, and even multiple times within the same trading day. In addition, there is no assurance that cryptocurrencies will maintain their value in the long, intermediate or short term. A decline in the price of the relevant cryptocurrency may negatively impact the value of the Crypto Linked Underlying(s), which may adversely affect, the value of Crypto-Linked Securities.

Holders of Crypto-Linked Securities should be able to actively monitor and manage the performance of cryptocurrencies in order to manage the performance of the Crypto-Linked Securities that they hold. Holders who are not able to do so or who do not have sufficient time to do so may not be able to react quickly enough in the event of an unfavourable performance, which could result in them losing all or a significant portion of their investment.

(c) *The trading price of cryptocurrencies has experienced extreme volatility in recent periods*

The trading prices of many digital assets, including cryptocurrencies, have experienced extreme volatility in recent periods and may continue to do so. Digital asset prices, including cryptocurrencies, continued to experience significant and sudden changes throughout 2021 followed by steep decreases in the fourth quarter of 2021, and throughout 2022. In particular, digital asset prices experienced extreme volatility from November 2022 when FTX Trading Ltd., a digital asset trading platform, halted customer withdrawals and subsequently filed for insolvency. The price of cryptocurrencies, along with other digital assets, has continued to fluctuate to date.

Extreme volatility in the future, including further declines in the trading prices of cryptocurrencies, could have a material adverse effect on the value of Crypto Linked Underlyings. Furthermore, a lack of regulatory clarity may reduce confidence in the digital asset economy and may result in greater volatility

(and potential depreciation) in the price of cryptocurrencies. Each of the foregoing may adversely affect the value of Crypto-Linked Securities.

(d) *Cryptocurrencies may have concentrated ownership and large sales or distributions could have an adverse effect their market price*

The largest cryptocurrency wallets are believed to hold, in aggregate, a significant percentage of certain cryptocurrencies in circulation. As a result of this concentration of ownership, large sales or distributions by such holders could have an adverse effect on the price of cryptocurrencies and, therefore, the performance of Crypto Linked Underlying(s), this in turn may adversely affect the value of Crypto-Linked Securities.

(e) *The price of cryptocurrencies may be adversely affected by their fundamental investment characteristics and the underlying blockchain technology*

The fundamental investment characteristics of cryptocurrencies and their underlying technology such may negatively impact its price, including (without limitation):

- (i) digital asset networks are dependent upon the internet. A disruption of the internet or a cryptocurrency network would affect the ability to transfer such cryptocurrency and consequently its price;
- (ii) a cryptocurrency network's protocol may be informally managed by a group of core developers that propose amendments to the network's source code. To the extent that a significant majority of users and miners adopt amendments to the cryptocurrency network, the network will be subject to new protocols that may adversely affect the price of such cryptocurrency;
- (iii) the cryptography underlying a cryptocurrency could prove to be flawed or ineffective, or developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in such cryptography becoming ineffective. The functionality of a cryptocurrency network may be negatively affected such that it is no longer attractive to users, thereby dampening demand for the cryptocurrency and reducing its price;
- (iv) a cryptocurrency network may face significant scaling challenges and may periodically be upgraded with various features designed to increase the speed and throughput of cryptocurrency transactions. These attempts to increase the volume of transactions may not be effective, and such upgrades may fail, resulting in potentially irreparable damage to the cryptocurrency network and to the price of the cryptocurrency; and
- (v) the market price of cryptocurrencies is not based on any kind of claim or physical asset, and depends on the expectation of being usable in future transactions and continued interest from investors, which may be affected by the development of cryptocurrency capabilities and blockchain technology generally. This strong correlation between an expectation and market value is the basis for the current (and probable future) volatility of the market value of cryptocurrencies.

A decline in the price of cryptocurrencies as a result of any of the above factors may impact the value of Crypto Linked Underlying(s), which may adversely affect a holders return under Crypto-Linked Securities.

(f) *Competition from the emergence or growth of other digital assets or methods of investing in digital assets could have a negative impact on the price of competing cryptocurrencies*

Competition from the emergence or growth of alternative digital assets and smart contracts platforms could have a negative impact on the demand for, and price of, existing cryptocurrencies and thereby adversely affect the value of Crypto Linked Underlying(s), which may adversely affect the value of Crypto-Linked Securities.

In addition, central banks in various countries have introduced digital forms of legal tender ("CBDCs"). Whether or not they incorporate blockchain or similar technology, CBDCs, as legal tender in the issuing jurisdiction, could have an advantage in competing with, or replacing, cryptocurrencies as a medium of

exchange or store of value. As a result of this increased competition, the demand for cryptocurrencies could decrease which could adversely affect their market price and, therefore, the value of Crypto Linked Underlying(s), which in turn may adversely affect the value of Crypto-Linked Securities.

(g) *If the profit margins of a cryptocurrency's mining operations are not sufficiently high, this could negatively impact the price of such cryptocurrency*

Over the past decade, cryptocurrency mining operations have evolved from individual users mining with computer processors, graphics processing units and first-generation application specific integrated circuit machines to "professionalised" mining operations using proprietary hardware or sophisticated machines. If the profit margins of cryptocurrency mining operations are not sufficiently high, including due to an increase in electricity costs or a decline in the market price of such cryptocurrency, or if cryptocurrency mining operations are unable to arrange alternative sources of financing (e.g., if lenders refuse to make loans to such miners), such cryptocurrency miners may be more likely to immediately sell their cryptocurrency holding, resulting in an increase in liquid supply of cryptocurrency. This may lead to a decline in the market price of cryptocurrencies, which in turn could negatively impact the value of Crypto Linked Underlying(s). This may adversely affect the value of Crypto-Linked Securities, which may result in a reduced return for holders under Crypto-Linked Securities.

(h) *If a malicious actor or botnet obtains control of over a cryptocurrency network through its processing power, influence over core developers or otherwise, such actor or botnet could manipulate the cryptocurrency blockchain*

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on a cryptocurrency network, it may be able to alter the relevant blockchain on which transactions in such cryptocurrency rely by constructing fraudulent blocks or preventing certain transactions from completing in a timely manner, or at all. For example, in August 2020, the Ethereum Classic Network was the target of attacks by an unknown actor or actors that gained more than 50% of the processing power of the Ethereum Classic network that allowed the attacker or attackers to reverse previously recorded transactions in excess of \$5.0 million and \$1.0 million.

Attacks on cryptocurrency networks could negatively impact the market price of cryptocurrencies and, in turn, the value of Crypto Linked Underlying(s). This may adversely affect the value of Crypto-Linked Securities.

9.16 *Risks associated with Relevant Underlying comprised of a Basket*

(a) *Exposure to performance of Basket and its components*

Where the Securities are linked to or reference a Basket of assets, the investors in such Securities are exposed to the performance of such Basket. The investors will bear the risk of the performance of each of the Basket Components. If the Basket does not perform as expected as of the Trade Date, this could materially and adversely affect the value of Securities with Relevant Underlying comprised of a Basket.

(b) *A high correlation of Basket Components may have a significant effect on amounts payable*

Some Securities are linked to Baskets of Relevant Underlying where the performance of such Relevant Underlying tends to move in the same direction, or correlate, as a result of changes in market conditions, such as a change in interest rates. Correlation of Basket Components indicates the level of interdependence among the individual Basket Components with respect to their performance. If, for example, all of the Basket Components originate from the same sector and the same country, a high positive correlation may generally be assumed. Past rates of correlation may not be determinative of future rates of correlation: investors should be aware that, though Basket Components may not appear to be correlated based on past performance, it may be that they suffer the same adverse performance following a general downturn or other economic or political event. Where the Basket Components are subject to high correlation, any move in the performance of the Basket Components will exaggerate the performance of the Securities and may have a significant negative effect on amounts payable under the Securities.

(c) ***The negative performance of a single Basket Component may outweigh a positive performance of one or more other Basket Components***

Investors in Securities must be aware that even in the case of a positive performance of one or more Basket Components, the performance of the Basket as a whole may be negative if the performance of the other Basket Components is negative to a greater extent, subject to the terms and conditions of the relevant Securities.

(d) ***A small Basket, or an unequally weighted Basket, will generally leave the Basket more vulnerable to changes in the value of any particular Relevant Underlying***

The performance of a Basket that includes a smaller number of Relevant Underlying will generally, subject to the terms and conditions of the relevant Securities, be more affected by changes in the value of any particular Relevant Underlying included therein than a Basket that includes a greater number of Relevant Underlying.

The performance of a Basket that gives greater weight to some Relevant Underlying will generally, subject to the terms and conditions of the relevant Securities, be more affected by changes in the value of any such particular Relevant Underlying included therein than a Basket that gives relatively equal weight to each Relevant Underlying.

(e) ***A change in composition of a Basket may have an adverse effect on Basket performance***

Where the Securities grant the Determination Agent the right, in certain circumstances, to adjust the composition of the Basket, investors should be aware that any replacement Basket Component may perform differently from the original Basket Component, which may have an adverse effect on the performance of the Basket which will in turn have an adverse effect on the value of the Securities.

9.17 *Effect of the liquidity of the Relevant Underlying on Security pricing*

An Issuer's and/or its Affiliates' hedging costs tend to be higher the less liquidity the Relevant Underlying has or the greater the difference between the "buy" and "sell" prices for the Relevant Underlying or derivatives contracts referenced to the Relevant Underlying. When quoting prices for the Securities, the Issuer and/or its Affiliates will factor in such hedging costs and will pass them on to the Securityholders by incorporating them into the "buy" and "sell" prices. Thus, Securityholders selling their Securities on an exchange or on the over-the-counter market may be doing so at a price that is substantially lower than the actual value of the Securities at the time of sale.

9.18 *Historical value of the Relevant Underlying*

The historical value (if any) of the Relevant Underlying or the components of the Relevant Underlying does not indicate their future performance. Holders of the Securities should be aware that the Relevant Underlying or the components of the Relevant Underlying may perform differently than they have historically, which could adversely affect the value of the Securities, the return on the Securities and the price at which the Securityholder can sell such Securities.

9.19 *Investors have no shareholder rights*

As an owner of Securities, investors shall be aware that they will not have voting rights or rights to receive dividends, interest or other distributions, as applicable, or any other rights with respect to any underlying security, preference share, ETF, other fund or index.

9.20 *Risk associated with estimating the price of the Relevant Underlying if its domestic market is closed while secondary trading in the Securities is open*

If the Relevant Underlying is traded on its domestic market during the opening hours for secondary trading in the Securities by the Issuer or its Affiliates or any stock exchange on which the Securities are listed, the price of the Relevant Underlying is incorporated into the price calculation for the Securities. In certain cases, however, the price of the Relevant Underlying may need to be estimated if the Securities are traded at a time when the market for the Relevant Underlying is closed. In general, this problem could apply to the Securities irrespective of the time at which they are traded because the Issuer and/or its Affiliates currently offer off-exchange trading in the Securities at times when the Relevant Underlying

is not traded on the local markets or stock exchanges. This problem applies in particular to a Relevant Underlying that is traded in time zones different from European time zones. The same problem arises if the Securities are traded on days on which the domestic market for the Relevant Underlying is closed because of a public holiday. If the Issuer and/or any of its Affiliates estimates the price of the Relevant Underlying when the domestic market is closed, its estimate may prove to be accurate, too high or too low within just a few hours of the domestic market re-opening for trade in the Relevant Underlying. Correspondingly, the prices used by the Issuer and/or any of its Affiliates for the Securities prior to the opening of business on the domestic market may subsequently prove to be too high or too low. Holders of the Securities should be aware that where the estimated price of the Relevant Underlying is too low, the secondary trading price of the Securities may be less than if the price of the Relevant Underlying had not been estimated.

9.21 ***Administrator/Benchmark Events***

Where the Relevant Underlying or otherwise any variable by reference to which interest, principal or other amounts payable under the Securities is a "Relevant Benchmark" for the purposes of the Conditions, the administrator or sponsor (or the Relevant Benchmark) may be required to be authorised, registered, recognised, endorsed or otherwise included in an official register or, in the case of a benchmark in scope of the amended EU Benchmark Regulation, not be the object of a public notice of non-compliance with such regulation, in order for the Issuer, the Determination Agent or the Calculation Agent to be permitted to use the Relevant Benchmark in certain ways and potentially to perform their respective obligations under the Securities. If the Determination Agent determines that such a requirement applies to the administrator or sponsor (or the Relevant Benchmark) but it has not been satisfied then an "Administrator/Benchmark Event" will occur and the Determination Agent or the Issuer may then apply certain fallbacks.

In the case where the Securities reference a Relevant Equity Index Benchmark or a Relevant Commodity Benchmark that is a Commodity Index these fallbacks may include one or more of the Determination Agent replacing the Relevant Equity Index Benchmark or the Relevant Commodity Benchmark with any "Alternative Pre-nominated Index" which has been specified in the applicable Issue Terms, making adjustments to the amounts payable by the Issuer under the Securities, adjusting the other terms and conditions of the Securities or the Issuer redeeming the Securities.

In the case where the Securities reference a Relevant Commodity Benchmark (other than a Commodity Index) the fallbacks may include the Determination Agent making a determination of the Relevant Underlying Value by reference to a fallback reference price, postponing the Pricing Date, determining the Relevant Underlying Value on the basis of quotations provided to the Determination Agent by each of the Reference Dealers, the Determination Agent otherwise determining, in its reasonable discretion, the Relevant Underlying Value (or a method for determining the Relevant Underlying Value), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that it deems relevant, or the Issuer redeeming the Securities.

In the case where the Securities reference a Relevant FX Benchmark the fallbacks may include the Determination Agent making a determination of the Settlement Rate or using a fallback reference price to determine the Settlement Rate, or the Issuer redeeming the Securities.

In the case where the Securities reference a Relevant Rates Benchmark, the fallbacks summarised in the risk factor entitled "*EURIBOR, CMS Reference Rates, SOFR, SONIA, ESTR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Securities or an early redemption of the Securities*" above will apply. Holders of the Securities should be aware that such adjustments to the terms of the Securities or early redemption of the Securities may adversely impact the return on and value of the Securities.

9.22 ***If the Relevant Underlying is new and/or has limited actual historical performance, any investment in the Relevant Underlying may involve greater risk than an investment in a Relevant Underlying with longer actual historical performance and a proven track record***

All information regarding the performance of the Relevant Underlying prior to its start date is hypothetical and back-tested, as the Relevant Underlying did not exist prior to that time. As such, performance for periods prior to the start date of the Relevant Underlying will be retrospectively simulated by the Index Sponsor on a hypothetical basis and has not been verified by an independent third

party or the Issuer. It is important to understand that hypothetical back-tested Relevant Underlying performance information is subject to significant limitations. In addition, past performance is not an indicator of future performance. In particular:

- The Index Sponsor develops the rules of the Relevant Underlying with the benefit of hindsight - that is, with the benefit of being able to evaluate how the index rules would have caused the Relevant Underlying to perform had it existed during the hypothetical back-tested period.
- The hypothetical back-tested performance of the Relevant Underlying might look different if it covered a different historical period. The market conditions that existed during the historical period covered by the hypothetical back-tested Relevant Underlying performance will not necessarily be representative of the market conditions that will exist in the future.

It is impossible to predict whether the value of the Relevant Underlying will rise or fall. The actual future performance of the Relevant Underlying may bear little relation to the historical or hypothetical back-tested levels of the Relevant Underlying. If the Relevant Underlying does not perform as expected as of the Trade Date, this could materially and negatively affect the value of the Securities.

10. *Risk Factors relating to Securities that include certain features*

10.1 *Structured Rate Linked Securities*

The rate of interest payable on certain Structured Rate Linked Securities may be calculated from a formula set out in the provisions of the Additional Terms and Conditions specified to be applicable in the relevant Issue Terms (for instance, where Paragraphs 1.10 (*Steeper Securities*), 1.11 (*Digital Option Securities*) and 1.12 (*Inverse Floater Securities*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*)). The formula may reference a number of underlying reference rates, which may be fixed rates or floating interest rates (including swap rates or difference between two swap rates), as specified in the relevant Issue Terms. An underlying reference rate may be subject to an addition (or subtraction) of a margin, and further multiplied by a leverage or interest participation factor, as specified in the relevant Issue Terms.

There will be a periodic adjustment of the reference rates. Accordingly, the market value of the Securities may be volatile and the interest income on the Securities cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Structured Rate Linked Securities at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. The Securityholders are exposed to the risk of fluctuations in interest rates after issuance of the Securities, which may adversely affect the value of the Securities.

With respect to "Steeper Securities", the Steeper Interest Rate will be based on the spread between two reference rates, which may narrow significantly during the term of the Securities, or may become negative. If the spread between the two reference rates narrows, interest payments on the Securities will be reduced and, if the spread is zero or negative on any interest determination date, the interest amount for the related interest period may be zero.

With respect to "Inverse Floater Securities", if the floating interest rate with respect to an interest period increases, the difference between the fixed rate and the floating interest rate will decrease and the interest Securityholders will earn, if any, with respect to such interest period will decrease and could be zero.

Structured Rate Linked Securities can therefore be volatile instruments as they are linked to a number of interest rates, and may be structured to include multipliers or other leverage factors, margins, caps and/or floors (See "*Caps and floors*" above for a description of this feature).

10.2 *Basket Securities - "Best of" Average/"Worst of" Average/"Selection" Average/"Best of-Worst of"*

Determinations of amounts payable under Securities linked to the value and/or performance of a basket of Relevant Underlyings may take into account the average value and/or performance of only a limited number of the components of the relevant basket, or (in the case of Securities in respect of which "Best of – Worst of" applies) may take into account different values and/or performance calculations for different components of the relevant basket, in each case identified by reference to their value and/or performance relative to the other components of the basket as of one or more relevant dates. For the purpose of such determinations, the Determination Agent will order the values and/or performances of

the components, high to low, and the relevant determination will be based on an average of the values (or performances) of an identified number of components having the highest values or performances (in the case of Securities in respect of which "Best of Average" applies), or having the lowest values or performances (in the case of Securities in respect of which "Worst of Average" applies) or which are otherwise identified by reference to such order (in the case of Securities in respect of which "Selected Average" applies), or on an average of a fixed value for an identified number of components having the highest performances and a capped performance for an identified number of components having the lowest performances (in the case of Securities in respect of which "Best of – Worst of" applies).

10.3 *Worst-of Basket Performance feature*

When the Securities are linked to the performance of the worst performing Basket Component among multiple Relevant Underlyings (a "Worst-of Basket Performance" feature)(for instance, where Paragraph 17 (*Worst of – Weighted Average Performance*) of Section 5 (*Performance Determination Terms*) of the Additional Terms and Conditions is applicable), the Securities are not linked to a basket consisting of all Basket Components. Rather, the performance of each Basket Component is considered independently. Unlike securities with a return linked to the performance of all of the Basket Components, in which risk is mitigated and diversified among all the Basket Components, Securityholders will be exposed to the risks related to each Basket Component individually. Poor performance by any Basket Component over the term of the Securities will negatively impact the return and will not be offset or mitigated by any positive performance by the other Basket Component(s). In addition, Securityholders may be exposed to the decline in the worst performing Basket Component over the term of the Securities, even if the other Basket Component(s) have appreciated or have not declined as much. Accordingly, Securityholders' investment is subject to the price risk of each Basket Component. Consequently, the risk of suffering a significant loss is greater for Securityholders investing in Securities with a "Worst-of Basket Performance" feature as opposed to substantially similar securities that are linked to a single Relevant Underlying or a basket of Relevant Underlyings.

Determinations of the Final Redemption Amount payable in respect of Securities linked to the value and/or performance of a basket of Relevant Underlyings **may be made solely by reference to the worst performing Basket Component if "Worst-of Basket Performance" feature is applicable in respect of the Securities**. Accordingly, in relation to such Securities, the Final Redemption Amount payable may be linked to the value/performance of the worst performing Basket Component, irrespective of the value/performance of any other Basket Component.

Further, where Physical Settlement will apply in respect of the Securities, upon the condition for the relevant section to be applicable being satisfied and pursuant to "Worst-of Basket Performance-Linked Redemption" feature being applicable (for instance, where Paragraph 3.37(ii) (*Physical Settlement*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the Underlying Securities which will comprise the Physical Delivery Amount shall be the worst performing Basket Component. None of the other Basket Components will comprise the Underlying Securities delivered to the Securityholder.

10.4 *Averaging features*

Determinations of amounts payable under Securities linked to the value and/or performance of a single Relevant Underlying or a basket of Relevant Underlyings may be determined based on the arithmetic mean of values determined as of a series of Averaging Dates. This will limit the extent to which a sudden increase or decrease in value and/or performance of the Relevant Underlying on a single date affects the relevant determination.

10.5 *Participation feature (Final Redemption Amount)*

Where "participation" is used to identify the terms for determining the Final Redemption Amount payable on any Securities (for instance, where Paragraph 3.12 (*Participation Redemption – FX Performance Adjustment*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the formula for determining such Final Redemption Amount may include a percentage multiplication factor (or "**Participation Rate**") applied to the calculation of the performance of the Relevant Underlying. Where such percentage is less than 100 per cent., the Final Redemption Amount will accordingly be linked to part only of such performance and may be less than the amount that would have been payable if linked to the full value of such

performance, and may be less than par. Where such percentage exceeds 100 per cent. and the performance of the Relevant Underlying is negative, the Final Redemption Amount is exposed on a leveraged basis to the negative performance of the Relevant Underlying, which will result in a loss proportionally greater than would have been the case had it been linked solely to the performance of the Relevant Underlying without leverage, and the Securityholders may lose all or a substantial portion of their investment.

The formula for determining the Final Redemption Amount may also apply an amount which is 100 per cent. minus such a percentage (or Participation Factor) as a multiplication factor to a fixed amount in determining the Final Redemption Amount, in which case the deduction of such percentage will reduce the Final Redemption Amount that would otherwise be payable in respect of the Securities.

10.6 ***Barrier (including Dual Barrier) feature (Interest and Final Redemption Amount)***

Interest - Where "barrier" is used to identify the terms for determining interest payable on any Securities (for instance, where Paragraph 1.9 (*Barrier Securities*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*), Paragraph 1.16 (*Barrier Conditional Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*), Paragraph 1.16 (*Barrier Conditional Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), each such payment of interest on the Securities will be conditional on the value or performance of the Relevant Underlying, as determined in accordance with the applicable Conditions as of the relevant Interest Determination Date, being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, a specified barrier value, and if such condition (referred to as a "**barrier condition**") is not satisfied, **then the amount of interest payable may be zero.**

Where "dual barrier" is used to identify the terms for determining the interest payable on any Securities (for instance, where Paragraph 1.18 (*Dual Barrier Conditional Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the interest amount payable will be conditional on two barriers, and a different interest amount may be payable depending on which of the two barrier conditions is satisfied. If neither barrier condition is satisfied, **then the amount of interest payable may be zero.**

Redemption - Where "barrier" is used to identify the terms for determining the Final Redemption Amount payable on any Securities (for instance, where Sub-Section III (*Redemption at Maturity*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*), Paragraph 3.11 (*Performance-Linked Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*), Paragraph 3.12(a) (*Participation Redemption – FX Performance Adjustment*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) or Paragraph 3.18 (*Lock In Ladder Barrier Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the redemption amount payable may be par, or such other value specified in the applicable Issue Terms, if the value or performance of the Relevant Underlying, as determined in accordance with the applicable Conditions as of the relevant Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, a specified barrier value, **and if such condition is not satisfied, an amount that may be determined by reference to the performance of the Relevant Underlying, which may be less than par.**

Where "dual barrier" is used to identify the terms for determining the Final Redemption Amount payable on any Securities (for instance, where Paragraph 3.13 (*Dual Barrier Redemption – Twin Win 1*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) or Paragraph 3.14 (*Dual Barrier Redemption – Twin Win 2*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), **the Final Redemption Amount payable will be conditional on two barriers, and a different Final Redemption Amount may be payable depending on which of the two barrier conditions is satisfied, or if neither is satisfied.**

10.7 ***"Worst Performance" variation of "barrier" feature***

Interest - Where the determination of interest payable on the Securities includes a "Worst Performance" feature (i.e., where "Worst Performance" is specified as being applicable in the applicable Issue Terms in relation to Paragraph 1.16 (*Barrier Conditional Coupon*) of Section 2 (*Additional Terms and*

Conditions: Interest and Redemption Terms) of the Additional Terms and Conditions, payment of interest will be conditional on the value/performance of the worst performing Basket Component as determined in accordance with the applicable Conditions as of the relevant Interest Determination Date, being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, a specified barrier value, and if such condition is not satisfied, then the amount of interest payable will be zero. **Accordingly, if the "Worst Performance" feature is specified as being applicable, the interest payable may be zero even if the value/performance of the other Basket Components satisfy the specified barrier condition.**

10.8 ***"Twin Win" variation of the "dual barrier" feature***

Where "Twin Win" is used to identify the terms for determining the Final Redemption Amount payable on any Securities (for instance, where Paragraph 3.13 (*Dual Barrier Redemption – Twin Win 1*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) or Paragraph 3.14 (*Dual Barrier Redemption – Twin Win 2*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*)) of the Additional Terms and Conditions is applicable), the Final Redemption Amount payable where the first barrier condition is satisfied shall be an amount linked to the value/performance of the Relevant Underlying and the Final Redemption Amount where the second barrier condition is satisfied shall be amount linked to the performance of the Relevant Underlying, but on the basis that "Put Performance" feature is applicable. See "Put Performance" below for a description of this feature.

10.9 ***Automatic Early Redemption (Autocall)***

Where "Automatic Early Redemption (Autocall)", as provided for in Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*), is applicable, and the value of the Relevant Underlying, as of any Automatic Early Redemption Determination Date specified in the applicable Issue Terms, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the applicable Autocall Barrier Value, then an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount specified in the applicable Issue Terms. If the Securities are automatically redeemed prior to maturity, the appreciation potential of the Securities is limited by the fixed Automatic Early Redemption Amount specified for each Automatic Early Redemption Date and no further payments will be made on the Securities once they have been redeemed. If the Securities are automatically redeemed prior to maturity, Securityholders will not participate in any further appreciation of the Relevant Underlying. Security also the risks described in paragraph entitled "*The Securities may be redeemed prior to maturity*" above.

10.10 ***"Worst Performance" variation of Automatic Early Redemption (Autocall)***

Where the determination of whether an automatic early redemption event has occurred includes a "Worst Performance" feature (i.e., where "Worst Performance" is specified as being applicable in the relevant Issue Terms in relation to Paragraph 2.1 (*Autocall 1*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), whether or not an automatic early redemption event has occurred (and therefore whether or not the relevant Securities would be redeemed before their scheduled maturity date) will be conditional on the value/performance of the worst performing Basket Component as determined in accordance with the applicable Conditions as of the relevant Interest Determination Date, being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the relevant Issue Terms. Accordingly, if the "Worst Performance" feature is specified as being applicable, such automatic early redemption event may be triggered by a single Basket Component (being the worst performance such Basket Component) irrespective of the value/performance of the other components of the basket.

10.11 ***Reset Initial Reference Value (Autocall)***

Where "Reset Initial Reference Value" is specified as being applicable in respect of a Series of Securities, the Initial Reference Value will not be a fixed value throughout the life of the Securities and may instead be reset on any Reset Observation Date. If the Final Reference Value on such a Reset Observation Date is less than the Reset Barrier Value, the Initial Reference Value in respect of such Reset Observation Date will be the Relevant Underlying Value as of the Strike Date. However, if the Final Reference Value

is equal to or greater than the Reset Barrier Value, then the Initial Reference Value will be the Relevant Underlying Value as of the Strike Date, multiplied by a Reset Rate (such value the "**Reset Initial Reference Value**"). Therefore, if (i) an amount payable under the Securities is determined by reference to a fraction equal to the Final Reference Value divided by the Reset Initial Reference Value and (ii) the Reset Rate is in excess of 100 per cent., then such amount payable under the Securities will be lower than if the amount payable under the Securities were determined by reference to a fraction equal to the Final Reference Value divided by the Initial Reference Value.

10.12 *Range Accrual feature*

Where the determination of interest payable on the Securities includes a "**range**" accrual feature (for instance, where Paragraph 1.8 (*Range Accrual Securities*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*), Paragraph 1.19 (*Range Barrier Conditional Coupon*) or Paragraph 1.20 (*Range Accrual Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the interest payable on the Securities will be calculated by reference to (A) the number of days (Scheduled Trading Days or Business Days or specified Observation Dates, as applicable) in a specified period on which the reference rate or the value/performance of the Relevant Underlying (as applicable) is greater than a specified rate or value (B) divided by the total number of days (Scheduled Trading Days, Business Days or specified Observation Dates, as applicable) in such specified period. For certain Securities, the reference rate may be (i) a single underlying interest rate, (ii) the sum of two underlying interest rates, or (iii) the difference between two underlying interest rates. An underlying interest rate may be a fixed rate or a floating interest rate (which includes a swap rate or difference between two swap rates).

If the value or performance of the Relevant Underlying falls outside the specified range on all or a significant number of days during any Accrual Period, the interest payable for that period will be reduced and may be zero. In such circumstances, Securityholders may receive substantially less interest than expected and the market value of the Securities may decrease significantly. If Securityholders seek to sell their Securities at such time, they may receive substantially less than the issue price of the Securities.

Where the terms of the Securities specify a Rate Cut-Off Date, the reference rate observed on such date may be deemed to apply for the remainder of the relevant Accrual Period. If on such date the reference rate is outside the specified range, no interest will accrue for the period from and including that date to the end of the applicable interest period, regardless of whether the reference rate subsequently moves back within the specified range during that period. This may further reduce the interest payable to Securityholders.

In addition, where the value or performance of the Relevant Underlying is not observed on certain days (i.e. days that are not Accrual Observation Days), the value or performance of the Relevant Underlying on such days may be deemed to be the same as that observed on the most recent preceding Accrual Observation Day on which it was available. This look-back mechanism means that the value or performance of the Relevant Underlying on the applicable preceding Accrual Observation Day will carry a proportionally greater weight in determining the number of accrual days during the relevant period. If the value or performance of the Relevant Underlying on such preceding day falls outside the specified range, each successive day on which the rate is not independently observed will also be treated as falling outside the range, which could materially reduce the amount of interest payable for that period and adversely affect the return on the Securities.

10.13 *Put Performance*

Where "Put Performance" is specified as being applicable when determining the performance of the Relevant Underlying, the performance of the Relevant Underlying will be determined by the Determination Agent by reference to the value obtained by subtracting from one the value which is the Final Reference Value divided by the Applicable Initial Reference Value. Unlike where the performance of the Relevant Underlying is determined without reference to Put Performance, this value will always be lower than 1. Accordingly, where "Put Performance" is applicable, the value determined as the performance of the Relevant Underlying will be lower than if Put Performance had not been applied in respect of the same Relevant Underlying.

10.14 *Multiple features i.e. different combinations of payout features*

Investors should note that a series of Securities issued under the Program may contain one or more of the features described in this section entitled "*Feature-specific risk factors*" in various different combinations. A series of Securities may have more than one type of interest applying to different interest periods and/or interest payment dates. As a result, the risks highlighted in respect of each such feature above may be compounded where a number of features apply to a single Series of Securities. Depending on the features that apply to a Series of Securities, an investor may bear the risk that no interest is payable throughout the life of the Securities and that the redemption amount in respect of the Securities may be less than par and, in certain circumstances, may be zero.

10.15 *Caps and floors*

Caps on value/performance of the Relevant Underlying. The formula or other basis for determining the value and/or performance of the Relevant Underlying in respect of a Series of Securities (or of individual Basket Components comprised in a Relevant Underlying which is a Basket) **may provide for a maximum value, or cap, such that any value and/or performance of the Relevant Underlying (or individual Basket Components) in excess of the applicable cap will not be taken into account for the purposes of the relevant determination.** Amounts payable on the Securities linked to such capped value and/or performance will be limited accordingly.

Floors on value/performance of the Relevant Underlying. The formula or other basis for determining the value and/or performance of the Relevant Underlying in respect of a Series of Securities (or of individual Basket Components comprised in a Relevant Underlying which is a Basket) may alternatively, or additionally, be subject to a minimum value, or floor, such that any value and/or performance of the Relevant Underlying (or individual Basket Components) below the applicable floor will not be taken into account for the purposes of the relevant determination. Amounts payable on the Securities linked to such floored value and/or performance will be limited accordingly. However, depending on the relevant formula or other basis for determination, such a floor may entitle holders to receive payment(s) greater than they would have received if the relevant determination had not been subject to the floor.

Caps and floors on interest rates. In addition, the rate of interest payable on certain Floating Rate Securities and certain Structured Rate Linked Securities may be subject to a maximum rate of interest or a minimum rate of interest specified in the applicable Issue Terms. If a maximum rate of interest is specified, the rate of interest payable on such Floating Rates Securities and such Structured Rate Linked Securities will be limited to such maximum rate. However, if a floor or a minimum rate of interest is specified in respect of any Floating Rate Securities or any Structured Rate Linked Securities, the rate of interest payable on such Securities may entitle holders to receive payment(s) greater than they would have received if the relevant rate of interest had not been subject to the floor. If the applicable Issue Terms specify "Curve Cap" to be applicable in respect of any Structured Rate Linked Securities, then the rate of interest payable on such Securities will be limited to a maximum rate calculated by reference to (i) the product of a reference rate and a leverage factor (which may have a value equal to one (1)), plus (ii) a spread amount (which may be negative).

10.16 *Weighting of Basket Components*

Determinations of amounts payable under Securities linked to the value and/or performance of a basket of Relevant Underlyings may be determined by reference to the arithmetic mean of the values and/or performances of all (or some only, in the case of "Best of Average", "Worst of Average" or "Selected Average") of the Basket Components, which may be equally-weighted or, if so specified in the applicable Issue Terms, given different weightings.

Movements in the values of the Basket Components may not correlate with each other. At a time when the value of one or more of the Basket Components increases, the value of one or more of the other Basket Components may not increase as much or may even decline. Therefore, in calculating the closing level of the underlying basket on an observation date, as applicable, increases in the value of one or more of the Basket Components may be moderated, or wholly offset, by lesser increases or declines in the value of one or more of the other Basket Components. Securityholders cannot predict the future performance of a Basket Component or of the underlying basket as a whole, or whether an increase in the value of a Basket Component will be offset by a decrease in the value of one or more of the other Basket Components, based on the historical performance of the Basket Components.

Further, the same percentage change in two Basket Components with unequal weightings could have different effects on the closing level of the underlying basket because of the unequal weightings. The higher the weighting applicable to a particular Basket Component, the more Securityholders will be exposed to the value and/or performance of that Basket Component in comparison with the remaining Basket Components.

10.17 *Memory feature (Interest, Automatic Early Redemption Amount or Final Redemption Amount)*

Interest - Where the determination of interest payable on the Securities includes a "Memory" feature (for instance, where Paragraph 1.16(B) (*Barrier Conditional Coupon – Memory Barrier Conditional Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable) the interest accrued with respect to each Interest Determination Date will be conditional on the value or performance of the Relevant Underlying determined as of such Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) **less than or equal to, as specified in the applicable Issue Terms, a specified barrier value, and the interest so accrued will therefore be zero if the condition (referred to herein as a "barrier condition") is not satisfied.** However, the amount of interest to be accrued if such barrier condition is satisfied will be an amount which is increased on each successive Interest Determination Date but from which is deducted the sum of all interest accrued in respect of prior Interest Determination Dates. Accordingly, if the interest accrued in respect of an Interest Determination Date (two or more successive Interest Determination Dates) is zero, the interest accrued in respect of the next following Interest Determination Date (if any) where such condition is satisfied will be in an increased amount which will typically equal the sum of the amounts which would have accrued had such condition been satisfied in respect of both (or all) such Interest Determination Dates, but without any interest or other allowance for the deferred accrual.

Automatic Early Redemption Amount – where the determination of Automatic Early Redemption Amount includes a "Memory" feature (for instance, where Paragraph 2.1(b) (*Autocall 1 – Memory Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the Automatic Early Redemption Amount payable will include all interest amounts which would have been paid on each Interest Determination Date before (and including) the relevant Automatic Early Redemption Determination Date as if the barrier condition been satisfied on each such date (but without any interest or other allowance for the deferred accrual) but from which is deducted the sum of all interest previously paid on the Securities.

Final Redemption Amount - where the determination of the Final Redemption Amount includes a "Memory" feature (for instance, where Paragraph 3.10 (*Capitalised Memory Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the Final Redemption Amount payable will include all interest amounts which would have been paid on each Interest Determination Date as if the barrier condition had been satisfied on each such date (but without any interest or other allowance for the deferred accrual) but from which is deducted the sum of all interest previously paid on the Securities.

10.18 *Capitalised Redemption feature*

Where "capitalised" is used to identify the terms for determining the Final Redemption Amount in respect of any Securities (for instance, where Paragraph 3.10 (*Capitalised Memory Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the Final Redemption Amount will include a component which will typically be equal to all interest accruing in respect of the Securities, which will be payable only on the Maturity Date and by a single payment. Therefore, an investor may not receive any periodic or other payment of interest on such Securities prior to the Maturity Date.

10.19 *Specified Rate (interest, Automatic Early Redemption Amount and Final Redemption Amount)*

Where the formula for calculating the interest, Automatic Early Redemption Amount or Final Redemption Amount includes reference to a Specified Rate, such interest, Automatic Early Redemption Amount or Final Redemption Amount may be calculated, amongst other factors, by reference to a percentage multiplication factor (or "**Specified Rate**"). The Specified Rate shall be a percentage rate

between 0 and 100 per cent., and where the Specified Rate is less than 100 per cent., the interest, Automatic Early Redemption Amount or Final Redemption Amount may be less than the amount that would have been payable if linked to 100 per cent., and, in the case of the early or final redemption amount, may be less than par.

10.20 ***Lock in Ladder feature (Final Redemption Amount)***

Where "lock in ladder" is used to identify the terms for determination of the Final Redemption Amount payable with respect to any Securities (for instance, where Paragraph 3.17 (*Lock In Ladder Redemption*) or 3.18 (*Lock In Ladder Barrier Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the Final Redemption Amount may be determined by reference to the *greater of* (A) the "**Maximum Lock in Step**" and (B) the performance of the Relevant Underlying. "Maximum Lock in Step" is the highest of the specified levels which may be included in the value which determined as the performance of the Relevant Underlying, observed across a set of Lock in Observation Dates. Where "lock in ladder" applies, therefore, the investor may receive a Final Redemption Amount which is higher than if the Final Redemption Amount only referenced the performance of the Relevant Underlying rather than also having regard to the Maximum Lock In Step.

10.21 ***Step-Up and Step-Down features***

Where the determination of interest payable on the Securities includes a "**Step-Up**" feature (for instance, where Paragraph 1.2(a) (*Step-Up Securities*) Paragraph 1.23(d) (*MXN Denominated UDI Adjustment Inflation Coupon*) or Paragraph 1.23(e) (*UDI Inflation Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), or includes a "**Step-Down**" feature (for instance, where Paragraph 1.2(b) (*Step-Down Securities*), Paragraph 1.23(d) (*MXN Denominated UDI Adjustment Inflation Coupon*) or Paragraph 1.23(e) (*UDI Inflation Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the rate of interest at which interest is calculated will increase (in the of the "Step-Up" feature) or will decrease (in the case of the "Step-Down" feature), as applicable, in respect of each Interest Payment Date as specified in the applicable Issue Terms.

10.22 ***Optimised Performance***

Where "Optimised Performance (Type 1)" or "Optimised Performance (Type 2)" is specified as being applicable when determining the performance of the Relevant Underlying, the performance of the Relevant Underlying will be determined by the Determination Agent by reference to, as specified in the applicable Issue Terms, either (A) the highest or (B) the lowest of the Initial Reference Values observed on each of the Optimised Observation Dates. If the applicable Issue Terms specify that the highest of the Initial Reference Values will be used, then the performance of the Relevant Underlying will be (and any payments on the Securities which reference such performance) lower than if the lowest of the Initial Reference Values was used.

10.23 ***Change of interest basis at the Issuer's option or automatically***

Securities shall have (where the applicable Issue Terms specify "Automatic Change of Interest Basis" to be applicable), or may have at the Issuer's option (where the applicable Issue Terms specify "Switchable Securities" to be applicable), more than one interest basis applicable to different interest periods and/or interest payment dates. These Securities may be Fixed Rate Securities, Floating Rate Securities or Structured Rate Linked Securities (or any combination of the foregoing).

If the applicable Issue Terms specify "Switchable Securities" to be applicable, the Securities may bear interest at a rate that converts, at the option of the Issuer, from one specified rate to another specified rate. If the Issuer exercises its conversion option to convert a fixed rate of interest to a floating rate of interest or to convert a floating rate of interest to a fixed rate of interest, after such conversion, the Securities may bear interest at a rate of interest which is less favourable than prevailing spreads on comparable Securities.

The Issuer's right to effect such a conversion may affect the secondary market and the market value of the Securities as the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing.

10.24 *Exposure to MXN and UDI fixings*

Where the Securities are denominated in "*Unidad de Inversión*" ("**UDI**"), a unit of account that reflects the purchasing power of Mexican pesos ("**MXN**") and is not a deliverable currency, all payments under the Securities will be made in MXN. Securityholders should therefore understand that their return will always be an amount denominated in MXN.

Interest and/or principal under the Securities may be calculated by reference to a UDI fixing, which is the MXN/UDI rate expressed as the amount of MXN per one UDI as reported by the Banco de México on www.banxico.org.mx (or such successor website as may apply). If, at the relevant time of determination of the amount of interest or principal payable under the Securities, either (i) the MXN/UDI rate is not calculated and/or announced in a timely manner by the Banco de México, (ii) UDI is replaced or has been replaced by a successor unit of value, (iii) the Banco de México makes or has made a material change in the method of calculating the MXN/UDI rate, (iv) the Banco de México has in any way materially modified or restated the MXN/UDI rate, (v) the MXN/UDI rate is no longer published and has not been replaced by a successor unit of value or (vi) by means of any law, regulation, ruling, directive or interpretation, whether or not having the force of law, the United Mexican States or any of its agencies, instrumentalities or entities (including, without limitation, the Banco de México) takes any action which legally or de facto prevents, or has the effect of restricting or limiting, the calculation or announcement of the MXN/UDI rate or any of the values used to determine the MXN/UDI rate (each, an "**Index Event**"), then the UDI fixing to be used for the purposes of determining such amount of interest or principal payable under the Securities will be determined by the Determination Agent in its sole discretion.

Securityholders should be aware that the return on their Securities is therefore subject to fluctuations in the UDI fixing and, potentially, the determination of the Determination Agent following the occurrence of any Index Event, and the amount of interest or principal payable under the Securities at any time may be significantly less than that which would have been expected if using the UDI fixing as at the Issue Date.

10.25 *Particular risks in relation to Dividend Adjusted Performance Feature of the Securities*

Where Securities are linked to a Share (in accordance with Condition 9 (*Provisions relating to Equity-Linked Securities*)), with no dividend adjusted performance feature, the performance of the Share is determined by reference to the market price of the relevant Share with no reinvestment of the value of the dividend paid by the issuer of such Share (i.e. on any ex-dividend date the market price of the Share is reduced by the amount of the dividend).

However, if the applicable Issue Terms specify that "Closing Value with Dividend Adjusted Performance" (as defined in Sub-Section I (Basic Value Determination Terms) of Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions) is applicable, this means that the Securities reference the performance of the relevant Share(s) as adjusted so as to reflect a predetermined amount specified in the applicable Issue Terms (the "**Pre-Defined Dividend**") being deducted periodically in lieu of the actual dividend paid by the relevant issuer of such Share.

If the Pre-Defined Dividend in a relevant period is higher than the actual declared dividend during the same period, then the price or performance of the relevant Share will be adjusted downward and will, underperform the Share which is not so adjusted. Such underperformance will increase as the price of the relevant Share decreases, due to the fact that the Pre-Defined Dividend is a fixed amount set out in the applicable Issue Terms and not a percentage of the relevant Share price. If the Pre-Defined Dividend in a relevant period is lower than the actual declared dividend during the same period, then the price or performance of the relevant Share will be adjusted upward. Accordingly, due to the "Pre-Defined Dividend" feature, the Securities may perform differently in comparison to Securities linked to the same Share(s) but without such dividend adjusted performance feature.

10.26 *Particular risks in relation to Strategy Level*

Where Securities are linked to a Share (in accordance with Condition 9 (*Provisions relating to Equity-Linked Securities*)), if the applicable Issue Terms of the Securities specify that "Strategy Price" and "Strategy Calculation (Closing Value)", "Strategy Calculation (Opening Value)" or "Strategy Calculation (Intraday Value)" (as defined in Sub-Section IV (Strategy Price Value Determination Terms) of Section

4 (*Value Determination Terms*) of the Additional Terms and Conditions) is applicable, this means that the Securities reference the performance of the Relevant Underlying(s) adjusted so as to reflect a predetermined amount being deducted periodically (the Pre-Defined Dividend).

Therefore, the performance of the Relevant Underlying(s) will be adjusted downward and will, underperform the Relevant Underlying(s) which is not so adjusted. Accordingly, due to the "Strategy Level" feature, the Securities will perform differently in comparison to Securities linked to the same Relevant Underlying(s) but without such feature.

10.27 Lock in feature (interest and Final Redemption Amount)

Interest - Where "lock in" is used to identify the terms for determination of the interest payable with respect to any Securities (for instance, where Paragraph 1.31 (*Lock In Coupon*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the interest accrued in respect of each Interest Determination Date will include a deduction for all prior interest (if any) accrued in respect of the Securities. Accordingly investors will only receive interest accrued in respect of an Interest Determination Date to the extent the result of the remainder of the interest calculation (which may reflect the performance of the Relevant Underlying) is greater than such prior interest. If the relevant interest calculation is subject to a rounding convention which requires the rounded whole number amount to be divisible by a specified number, investors may not fully benefit from any positive performance in the Relevant Underlying due to the application of such rounding.

Final Redemption Amount - Where "lock in" is used to identify the terms for determination of the Final Redemption Amount payable with respect to any Securities (for instance, where Paragraph 3.35 (*Lock In Redemption*) of Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions is applicable), the Final Redemption Amount will include a deduction for the final interest amount payable at maturity of the Securities. Accordingly investors will only receive a Final Redemption Amount to the extent the result of the remainder of the Final Redemption Amount calculation (which may reflect the performance of the Relevant Underlying) is greater than such interest.

10.28 Palladium Performance (Dispersion of Performance)

Where "Palladium Performance (Dispersion of Performance)" is specified in the applicable Issue Terms as the basis for determining the Performance in respect of a Basket, the Performance will not be determined by reference to the overall direction or magnitude of any individual Basket Component or of the Basket as a whole, but rather by reference to the extent to which the individual returns of the Basket Components diverge from the equally-weighted average return of the Basket (i.e., the dispersion of performance within the Basket).

The Palladium Performance increases in value when the individual Basket Components exhibit a wide spread of returns relative to one another, regardless of whether the overall Basket has moved up or down. Accordingly, a high Palladium Performance will result when some Basket Components significantly outperform and others significantly underperform the basket average (high dispersion), and a low Palladium Performance will result when the Basket Components move closely together (low dispersion). In circumstances where the Basket Components exhibit low dispersion, the Palladium Performance may be low or zero, and any amounts payable under the Securities linked to the Palladium Performance may accordingly be reduced, irrespective of whether the Basket as a whole, or any individual Basket Component, has appreciated significantly in value.

Securityholders should therefore note that the return on the Securities may bear no correlation to the overall direction of the Basket or of any individual Basket Component. Securityholders cannot predict the future correlation or dispersion of the Basket Components, and historical levels of dispersion among the Basket Components are not indicative of future levels of dispersion.

Accordingly, the Securities linked to Palladium Performance will perform very differently in comparison to Securities linked to the same Basket Components but without such feature.

10.29 Knock-In Call feature

Where "Knock-In Call" is specified as applicable in the applicable Issue Terms, if a Knock-In Event occurs (i.e., if the Relevant Underlying Performance is less than, or less than or equal to, the applicable Knock-In Event Barrier on any Knock-In Event Observation Date), the Issuer shall pay on the Maturity

Date, in addition to the amount determined in accordance with the applicable Final Redemption Term, a Knock-In Amount linked to the performance of the Relevant Underlying from the occurrence of the Knock-In Event to the relevant Determination Date. Securityholders should note the following risks associated with this feature:

The Knock-In Amount may not fully offset any loss under the applicable Final Redemption Term. Where the applicable Final Redemption Term results in a redemption amount that is less than Par (for example, where a barrier condition has been breached and the Final Redemption Amount is linked to the negative performance of the Relevant Underlying), the Knock-In Amount, even if payable, may not be sufficient to offset such loss in whole or in part. The Knock-In Amount is determined by reference to the appreciation of the Relevant Underlying from the Knock-In Event to the relevant Determination Date, and there is no guarantee that such appreciation, if any, will be sufficient to compensate for any shortfall in the Final Redemption Amount below Par. Accordingly, Securityholders may still suffer a loss on their investment notwithstanding the application of the Knock-In Call feature.

No Knock-In Amount will be payable if the Relevant Underlying does not appreciate following the Knock-In Event. The Knock-In Amount is determined by reference to the performance of the Relevant Underlying from the occurrence of the Knock-In Event to the relevant Determination Date. If the Relevant Underlying does not appreciate over that period (or declines further), no Knock-In Amount will be due and the Knock-In Call feature will provide no benefit to Securityholders. In such circumstances, the Securities will redeem solely in accordance with the applicable Final Redemption Term, which may result in Securityholders receiving less than Par.

The Knock-In Amount is contingent on the occurrence of a Knock-In Event. If no Knock-In Event occurs during the life of the Securities (i.e., if the Relevant Underlying Performance does not fall below the Knock-In Event Barrier on any Knock-In Event Observation Date), no Knock-In Amount will be payable and the Securities will redeem solely in accordance with the applicable Final Redemption Term. Securityholders should note that the Knock-In Call feature therefore only provides a potential return in a scenario where the Relevant Underlying has first experienced a significant decline. In such circumstances, the fact that a significant decline has occurred may mean that the Relevant Underlying is more likely to breach any downside barrier applicable to the Final Redemption Term, resulting in Securityholders incurring a loss on their investment, and/or that the market value of the Securities may be significantly reduced.

10.30 *One Star Condition feature*

Where a "One Star Condition" is specified as applicable in the applicable Issue Terms in respect of any Relevant Feature (for instance, in relation to interest, automatic early redemption or final redemption determinations), the consequences of a breach of the applicable Relevant Barrier on any Relevant Observation Date may be modified or supplemented by reference to the satisfaction or non-satisfaction of the applicable One Star Condition on that date.

Market Up One Star Condition - Where "Market Up One Star Condition" is specified as applicable, a breach of the applicable Relevant Barrier on a Relevant Observation Date shall be disregarded for the purposes of determining the relevant payment or redemption amount if, on that date, the performance of a designated benchmark asset (the "**Benchmark Asset**", which is expected to be an index reflecting the performance of the relevant market) is equal to or greater than a specified percentage of its initial reference value (the "**One Star Barrier**"). **Accordingly, the protective effect of this condition is contingent on the Benchmark Asset performing at or above the One Star Barrier on the relevant date; if the Benchmark Asset has declined below the One Star Barrier, the barrier breach will not be disregarded and the Securityholder will bear the full economic consequence of such breach.** In particular, in a broad market decline where the Benchmark Asset (which may be a market index) falls below the One Star Barrier, the One Star Condition will not be satisfied precisely at the time when the Relevant Underlying to which the barrier applies is also most likely to have declined.

Market Down One Star Condition - Where "Market Down One Star Condition" is specified as applicable, a breach of the applicable Relevant Barrier on a Relevant Observation Date shall be disregarded if, on that date, the performance of the best-performing Basket Component (the "**Best Basket**")

Component") is equal to or greater than the performance of the Benchmark Asset. **Accordingly, the protective effect of this condition depends on at least one Basket Component outperforming the Benchmark Asset on the relevant date; if no Basket Component outperforms the Benchmark Asset, the barrier breach will not be disregarded.** In periods of elevated correlation among the Basket Components and the Benchmark Asset (which may occur during market stress), the Basket Components may move closely together and all underperform the Benchmark Asset, with the result that the condition is not satisfied and the Securityholder bears the full consequence of the barrier breach.

Tweak Market Down One Star - Where "Tweak Market Down One Star" is specified as applicable, unlike the Market Up One Star Condition and the Market Down One Star Condition, **this variant does not disregard the consequences of a barrier breach; rather, it provides for the payment of one or more additional fixed amounts (the "One Star Amount(s)") if the One Star Condition is satisfied on the Relevant Observation Date.** Accordingly, if the applicable Relevant Barrier has been breached and the One Star Condition is satisfied, the Securityholder will still bear the economic consequence of the barrier breach (which may include a Final Redemption Amount that is less than par or a loss of interest) but will receive the One Star Amount(s) as partial compensation. **The One Star Amount(s) may not fully offset the loss arising from such barrier breach and the Final Redemption Amount may accordingly be less than Par.**

10.31 *Dropback Coupon and Dropback Redemption*

Where "Dropback Coupon" and/or "Dropback Redemption" is specified as applicable in the applicable Issue Terms, the Securities will have economic characteristics that differ significantly from conventional securities. On the Strike Date, the notional investment in a Security is divided between a Cash Allocation and an Invested Amount. The Cash Allocation bears interest at the applicable Coupon Rate, whilst the Invested Amount does not bear interest but is instead exposed to the performance of the Relevant Underlying(s).

Progressive reduction of interest payments. Each time a Trigger Event occurs (being an event where the value of the Relevant Underlying falls to or below a specified Trigger Level), an Investment Amount is transferred from the Cash Allocation to the Invested Amount, thereby reducing the Cash Allocation. Since interest is payable only on the Cash Allocation, **each Trigger Event will result in a reduction of the interest payable on the Securities for the remainder of the term, and such reduction is irreversible.** If all specified Trigger Events occur, the Cash Allocation may be reduced to zero and no further interest will be payable on the Securities.

Increased exposure to Relevant Underlying performance in adverse market conditions. The Dropback mechanism is designed such that each successive Trigger Event increases the Securityholder's exposure to the performance of the Relevant Underlying. Trigger Events occur only when the Relevant Underlying has declined in value. Accordingly, the Securities have the effect of increasing an investor's exposure to the Relevant Underlying precisely at times when the Relevant Underlying is falling in value, which may compound losses in a declining market.

Observation frequency. The frequency with which the value of the Relevant Underlying is observed for the purposes of determining whether a Trigger Event has occurred will affect the likelihood of such occurrence. Where the applicable Issue Terms specify that observations are made on each Scheduled Trading Day (or on an intraday basis), the probability that a Trigger Level will be breached is greater than would be the case if observations were made less frequently (for instance, only on specified Observation Dates). Securityholders should consider the observation frequency specified in the applicable Issue Terms when assessing the risk that Trigger Events will occur.

Capital at risk and potential loss of investment. The Final Redemption Amount payable under Securities to which Dropback Redemption applies is not protected. The Invested Amount component of the Final Redemption Amount is linked to the performance of the Relevant Underlying measured from the respective Investment Level(s) at which each Investment Amount was transferred to the Invested Amount. If the Relevant Underlying has declined significantly from such levels at the Determination Date, the Final Redemption Amount may be substantially less than Par and, in extreme scenarios, the Securityholder may lose all or substantially all of their investment.

10.32 *Shark Redemption feature*

Where "Shark Redemption" is specified as applicable in the applicable Issue Terms, the Final Redemption Amount payable on the Securities will be determined by reference to whether or not a Barrier Event has occurred during the life of the Securities.

If no Barrier Event has occurred during the Barrier Observation Period, the Final Redemption Amount will be an amount per Calculation Amount equal to the Specified Rate plus an amount linked to the performance of the Relevant Underlying. Accordingly, in such circumstances, the Securityholder's return will be dependent upon the performance of the Relevant Underlying between the Strike Date and the relevant Determination Date, and if the performance of the Relevant Underlying is zero or negative, the amount linked to such performance may be zero or negative and the Final Redemption Amount may be equal to or less than Par.

If, however, a Barrier Event has occurred at any time during the Barrier Observation Period (that is, the Relevant Underlying Performance, continuously observed on the basis of the Intraday Value of the Relevant Underlying, has been greater than, greater than or equal to, less than or less than or equal to, as specified in the applicable Issue Terms, the Barrier), the Securityholder will no longer participate in the performance of the Relevant Underlying, regardless of the level of the Relevant Underlying at maturity. In such case, the Final Redemption Amount will be an amount per Calculation Amount equal to the Specified Rate, together with a Rebate (being the percentage rate specified as such in the applicable Issue Terms), if applicable. The Rebate, if any, may be significantly less than the return the Securityholder would have received had the Barrier Event not occurred, meaning that any participation accumulated up to the point at which the Barrier was breached is lost.

Securityholders should note that the Barrier Event is monitored continuously on an intraday basis throughout the Barrier Observation Period (an American-style barrier). This means that even a momentary breach of the Barrier at any point during the life of the Securities, including during periods of unusual market volatility, will be sufficient to trigger the Barrier Event, irrespective of whether the Relevant Underlying subsequently returns to a level at which it would otherwise have generated a positive performance-linked return for the Securityholder at maturity. In such circumstances, the Securityholder will receive only the Specified Rate plus the Rebate (if applicable), which may be substantially less than the actual performance of the Relevant Underlying or the return the Securityholder might have obtained from a direct investment in the Relevant Underlying.

DISCLAIMERS

The Issuers, the Guarantor and MSI plc as Distribution Agent, disclaim any responsibility to advise prospective purchasers of any matters arising under the laws of the country in which they reside that may affect the purchase of, or holding of, or the receipt of payments on the Securities. These persons should consult their own legal and financial advisers concerning these matters.

1. *General Disclaimers*

1.1 *Issuer's credit ratings may not reflect all risks*

One or more independent credit rating agencies may assign credit ratings to the Issuer and/or the Guarantor (if applicable). The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold Securities and may be revised or withdrawn by the rating agency at any time.

1.2 *Change of law*

The Conditions of the Securities are based on English law (in respect of English Law Securities) or French law (in respect of French Law Securities) in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or French law or administrative practice in England or France after the date of this Base Prospectus.

1.3 *Independent review and advice*

Each prospective investor must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Securities is (i) fully consistent with its (or if it is acquiring the Securities in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Securities as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Securities in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Securities. **Each of the Issuer, the Guarantor (if applicable) and the Distribution Agent disclaims any responsibility to advise prospective investors of any matters arising under the law of the country in which such prospective investors reside that may affect the purchase of, or holding of, or the receipt of payments or deliveries on the Securities.**

1.4 *Selling Agent remuneration*

The Issuer may enter into distribution agreements with various financial institutions and other intermediaries as determined by the Issuer (each a "**Selling Agent**"). Each Selling Agent will agree, subject to the satisfaction of certain conditions, to subscribe for the Securities at a price equivalent to or below the Issue Price. Any difference between the price at which the Selling Agent subscribes the Securities and the price at which the Selling Agent sells the Securities to investors will be a remuneration of the Selling Agent. In addition, subject to compliance with all applicable laws, an upfront fee and/or a periodic fee may also be payable to the Selling Agents in respect of all outstanding Securities up to and including the maturity date at a rate determined by the Issuer and which may vary from time to time. Any remuneration received by the Selling Agent, including any periodic payments, may influence the Selling Agent's recommendation of the Securities to potential investors and may also increase the purchase price to be paid by the investor. Each Selling Agent will agree to comply with the selling restrictions set out in the document as amended and supplemented by the additional selling restrictions set out in the relevant distribution agreements.

1.5 *Registered Securities in Global Form*

Because the Global Security Certificates (as defined below) may be held by or on behalf of Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**"), and/or any other clearing system as may be specified in the applicable Issue Terms (such system or systems hereinafter referred to as the "**Relevant Clearing System**"), investors will have to rely on their procedures for transfer, payment and communication with the relevant Issuer.

Securities (other than Uncertificated Securities) issued under the Program may be represented by, in the case of Registered Securities, interests in a global security certificate (a "**Global Security Certificate**" or "**Global Instrument**"). Such Global Instruments may be deposited with a common depositary or common safekeeper for the Relevant Clearing System. Except in the circumstances described in the relevant Global Instrument, investors will not be entitled to receive definitive Securities. The Relevant Clearing System will maintain records of the beneficial interests in the Global Instruments. While the Securities are represented by one or more Global Instruments, investors will be able to trade their beneficial interests only through the Relevant Clearing System.

While the Securities are represented by one or more Global Instruments, the Issuer will discharge its payment obligations under the Securities by making payments through the Relevant Clearing System for distribution to their account holders. A holder of an interest in a Global Instrument must rely on the procedures of the Relevant Clearing System to receive payments under the relevant Securities. Neither the relevant Issuer nor the Guarantor has responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Instruments.

Holders of beneficial interests in the Global Instruments 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 the Relevant Clearing System to appoint appropriate proxies.

1.6 *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 appropriate legal investments for it, (ii) Securities can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk based capital or similar rules.

1.7 *Securities denominated or payable in a currency other than investor's home currency*

Investors should consult their financial and legal advisers as to any specific risks entailed by an investment in Securities that are denominated or payable in, or the payment of which is linked to the value of, a currency other than the currency of the country in which such investor resides or in which such investor conducts its business, which is referred to as their home currency. Such Securities are not appropriate investments for investors who are not sophisticated in foreign currency transactions.

1.8 *Subscription periods*

The Issuer has the right to close the offering of the Securities prior to the end of the subscription period in its reasonable discretion. Prospective investors should be aware that if the Issuer exercises such right, prospective investors will no longer have the right to purchase any Securities.

1.9 *Cancellation of the offer*

The Issuer has the right to withdraw the offering of the Securities and cancel the issuance of the Securities prior to the end of the subscription period for any reason. Reasons for the cancellation of the offer include, in particular and without limitation: (i) adverse market conditions, as determined by the Issuer in its reasonable discretion (such as, for example, increased equity market volatility and increased currency exchange rate volatility); or (ii) that the number of applications received at that time is insufficient, in the Issuer's opinion, to make an economically viable issuance.

1.10 *Provision of notices*

Pursuant to the Conditions, the Issuer, the Determination Agent or the Calculation Agent, as applicable, in certain circumstances have obligations to provide Securityholders with notice of the occurrence of particular events with respect to the Securities including, without limitation, (i) notice of the occurrence of an event which the Issuer has determined shall lead to the early redemption of the Securities, or (ii) notice of a determination by the Determination Agent that certain adjustments are to be made to the terms of the Securities following the occurrence of a particular event in respect of which the Issuer has determined that the Securities shall continue. Securityholders should be aware that, notwithstanding any

such obligation to provide notice, in accordance with Condition 29 (*Notices*) of the "*Terms and Conditions of the Securities*" below, any failure by the Issuer, the Calculation Agent, the Determination Agent or any other party to provide Securityholders with any notice due to be given to Securityholders in accordance with the Conditions shall not of itself affect the validity of the determination, adjustment, event or any other occurrence to which such notice relates.

2. *Disclaimers linked with the Relevant Underlying*

2.1 *No affiliation with underlying companies*

The underlying issuer, sponsor, or other responsibility for a Relevant Underlying will not be an affiliate of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE, unless otherwise specified in the applicable Issue Terms. Morgan Stanley or its subsidiaries may presently or from time to time engage in business with any underlying company, fund, sponsor or any specified entity, including entering into loans with, or making equity investments in, the underlying company, fund, sponsor or specified entity, or its affiliates or subsidiaries or providing investment advisory services to the underlying company, fund, sponsor or specified entity, including merger and acquisition advisory services. Moreover, no Issuer has the ability to control or predict the actions of the underlying company, fund, sponsor, or specified entity, including any actions, or reconstitution of index components, of the type that would require the Determination Agent to adjust the payout to the investor. No underlying company, fund or Fund Adviser, sponsor, or specified entity, for any issuance of Securities is involved in the offering of the Securities in any way or has any obligation to consider the investor's interest as an owner of the Securities in taking any corporate actions that might affect the value of the Securities. None of the money an investor pays for the Securities will go to the underlying company, fund or Fund Adviser, sponsor or specified entity, for such Securities. However, the Issuer or any affiliate may purchase the Relevant Underlying(s) (or any securities or other assets comprising the Relevant Underlying(s)) for hedging purposes.

2.2 *Provision of information*

None of the Issuer or any of its Affiliates makes any representation as to the issuer for any single security or basket of securities, any preference share, fund or Fund Service Provider, or the publisher of an underlying index. Any of such persons may have acquired, or during the term of the Securities may acquire, non public information with respect to any such issuer, publisher or specified entity, their respective affiliates or any guarantors that is or may be material in the context of the Securities. The issue of Securities will not create any obligation on the part of any such persons to disclose to the Securityholders or any other party such information (whether or not confidential).

2.3 *Disclosure*

Neither the issuer of any single security or basket security, an ETF, other fund, any Fund Service Provider nor the publisher of an underlying index (except where Morgan Stanley or any of its affiliates where such Morgan Stanley entity is the sponsor of any proprietary index) has participated in the preparation of this document or in establishing the Conditions of the Securities and neither the Issuers nor any of their Affiliates will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer, ETF, other fund, Fund Service Provider, publisher, or specified entity contained in this document or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the issue date (including events that would affect the accuracy or completeness of any publicly available information described in this document) that would affect the trading price and/or level of the Relevant Underlying 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, ETF, other fund, Fund Service Provider, publisher or specified entity could affect the trading price and/or level of the Relevant Underlying and therefore the trading price of the Securities.

3. *Disclaimers for Index-Linked Securities*

3.1 *Securities linked to an Index are not sold or promoted by an Index or the sponsor of such Index*

Except where an Index is a Proprietary Index (see also the risk factor entitled "*Risk Factors—Securities linked to proprietary indices*"), Securities linked to an Index are not sponsored, endorsed, sold, or promoted by such Index or the sponsor of such Index. The sponsor of an Index makes no representation

whatsoever, whether express or implied, either as to the results to be obtained from the use of such Index or the levels at which such Index stands at any particular time on any particular date. Neither an Index nor sponsor of such Index shall be liable (whether in negligence or otherwise) to any person for any error in such Index. A sponsor of an Index is under no obligation to advise any person of any error in such Index. A sponsor of an Index does not make any representation whatsoever, whether express or implied, as to the advisability of investing or assuming any risk in connection with the Securities linked to such Index.

3.2 *Suitability of Index-Linked Securities*

Prospective investors in any Securities linked to a proprietary index should be familiar with investments in the global financial and commodity markets, financial instruments and indices generally.

3.3 *The relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates are not liable for the actions or omissions of the sponsor of an Index, any information concerning an Index, the performance of such Index or use thereof in connection with the Securities*

The relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates are not liable to the Holders of Securities for any act or failure to act by a sponsor of an Index in connection with the calculation, adjustment, or maintenance of such Index. Although the Determination Agent, as applicable, will obtain information concerning an Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty, or undertaking (express or implied) is made and no responsibility is accepted by the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates, or the Determination Agent as to the accuracy, completeness, and timeliness of information concerning such Index. In addition, the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates, or the Determination Agent makes no representation whatsoever, whether express or implied, as to the performance of any Index which is linked to the Securities, any data included in, or omitted from, such Index, or the use of such Index in connection with the Index-Linked Securities.

4. *Disclaimers for Securities linked to Proprietary Indices*

4.1 *Morgan Stanley research*

Morgan Stanley may issue research reports on securities or other financial instruments that are, or may become, constituents of the Proprietary Index. These reports are independent of the obligations of the Index Sponsor and the Index Calculation Agents hereunder.

4.2 *The Index Sponsor's determinations are final and conclusive*

The Index Calculation Agent is responsible for compiling and calculating the Proprietary Index pursuant to the Rules. The Index Sponsor retains the discretion to appoint an alternative Index Calculation Agent. The Index Sponsor retains the final discretion as to the manner in which the Proprietary Index is calculated and constructed. Furthermore, the Index Sponsor has the final authority on the Proprietary Index and the interpretation and application of the Rules. The Index Calculation Agent also has certain discretions relating to the Proprietary Index. The Index Sponsor makes no representation (implied or otherwise) as to the performance of any underlying Index Component of the Proprietary Index and/or the Proprietary Index.

4.3 *Index Calculation Agent's determinations*

The Index Calculation Agent's calculations and determinations in relation to the Proprietary Index shall be binding on all parties in the absence of manifest error. No party (whether the holder of any product linked to a Proprietary Index or otherwise) will be entitled to proceed (and agreed to waive proceedings) against the Index Calculation Agent in connection with any such calculations or determinations or any failure to make any calculations or determinations in relation to a Proprietary Index. For so long as the Index Calculation Agent constitutes and calculates a Proprietary Index, calculations and determinations by the Calculation Agent does not accept any liability for loss or damage of any kind arising from the use of such information in any such calculation or determination. The Index Calculation Agent makes no representation (implied or otherwise) as to the performance of any underlying Index Component of the Index and/or the Proprietary Index itself.

5. *Disclaimer for Futures-Contract Linked Securities*

Prior to purchasing Futures Contract-Linked Securities, prospective investors should ensure they are familiar with investments in global capital markets and with derivatives generally, and carefully consider such factors, as the value of the Futures Contract(s) will affect the return on the Securities.

6. *Disclaimer for Share-Linked Securities: No Share Issuer will have participated in the preparation of the applicable Issue Terms or in establishing the terms of the Share-Linked Securities*

No Share Issuer(s) will have participated in the preparation of the applicable Issue Terms or in establishing the terms of the Share-Linked Securities and none of the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates will make any investigation or enquiry in connection with such offering with respect to any information concerning any such Share Issuer(s) contained in such Issue Terms or in the documents from which such information was extracted. Neither the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates controls any Share Issuer(s) and are not responsible for any disclosure made by any Share Issuer(s). Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the adequacy, accuracy or completeness of the publicly available information described in this paragraph or in any applicable Issue Terms) that would affect the trading price of the relevant Share(s) will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such Share Issuer(s) could affect the trading price of the Share(s) and therefore the trading price of the Securities.

7. *Representations and acknowledgments by Securityholders*

Each Securityholder shall be deemed to represent and acknowledge to the relevant Issuer and, if applicable, the Guarantor on acquiring any Security that:

- (1) none of the Issuer, (if applicable) the Guarantor or any Affiliate or any of their respective agents is acting as a fiduciary for it or provides investment, tax, accounting, legal or other advice in respect of the Securities and that such holder and its advisers are not relying on any communication (written or oral and including, without limitation, opinions of third party advisers) of the Issuer or any Affiliate as (a) legal, regulatory, tax, business, investment, financial, accounting or other advice, (b) a recommendation to invest in any Securities or (c) an assurance or guarantee as to the expected results of an investment 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 any such advice, recommendation, assurance or guarantee and should be independently confirmed by the recipient and its advisers prior to making any such investment);
- (2) such Securityholder (a) has consulted with its own legal, regulatory, tax, business, investments, financial and accounting advisers to the extent that it has deemed necessary, and has made its own investment, hedging, and trading decisions based upon its own judgement and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Issuer, (if applicable) the Guarantor or any Affiliate or any of their respective agents and (b) is acquiring Securities with an understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks; and
- (3) the Issuer, (if applicable) the Guarantor and/or any Affiliates may have banking or other commercial relationships with issuers of any securities or other Relevant Underlyings to which the Securities relate and may engage in proprietary trading in any equity securities, indices or other Relevant Underlyings to which the Securities relate or options, futures, derivatives or other instruments relating thereto (including such trading as the Issuer, (if applicable) the Guarantor and/or any Affiliate deem appropriate in their reasonable discretion to hedge the market risk on the Securities and other transactions between the Issuer, (if applicable) the Guarantor and/or any Affiliates and any third parties), and that such trading (a) may affect the price or level thereof and consequently the amounts payable under the Securities and (b) may be effected at any time.

Disclaimer for Proprietary Indices comprising Funds- No duty to monitor the occurrence of Fund Events

In the case of any Proprietary Index comprising Funds, no member of the Morgan Stanley Group has the obligation to monitor or determine if a Fund Event has occurred at any time or to take any action in respect thereof. In certain circumstances it may be the case that if action were taken by the Index Sponsor at a different time or at all, the terms of any adjustment or other consequential determination made in respect of the Proprietary Index would have resulted in a higher return to Financial Product Investors.

8. *Important notice relating to Green Bonds, Social Bonds and/or Sustainability Bonds*

Prior to making any investment in Green Bonds, Social Bonds and/or Sustainability Bonds, prospective investors should have regard to the information set out in the "*Use of Proceeds*" section of this Base Prospectus and in the "Reasons for the offer" item of the relevant Issue Terms and must determine for themselves the relevance of such information together with any other investigation such investor deems necessary. In particular, the use of an amount equal to such proceeds for any Eligible Projects may not satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Projects.

No representation is made as to the suitability of any issuance of Green Bonds, Social Bonds and/or Sustainability Bonds to fulfill environmental and sustainability criteria required by prospective investors nor as to the satisfaction by the Eligible Projects to any requisite criteria determined under the EU Taxonomy Regulation. Each potential purchaser should determine for itself the relevance of the information contained or referred to in the Morgan Stanley Sustainable Issuance Framework and the applicable Issue Terms regarding the use of proceeds and its purchase should be based upon such investigation as it deems necessary.

The Second Party Opinion in respect of the Morgan Stanley Sustainable Issuance Framework or any opinion or external assurance of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Sustainable Bonds and in particular with any Eligible Projects to fulfil any environmental, sustainability, social and/or other criteria may not be suitable for Noteholders' purposes. Currently, the providers of such opinions and external assurance are not subject to any specific regulatory or other regime or oversight. Any such opinion or external assurance is only current as of the date that opinion or external assurance was initially issued. The Issuer does not guarantee that the information presented in any such opinion or external assurance is complete, accurate, or up to date. In addition, any such provider, to the extent engaged by the Issuer or one of its affiliates, will receive compensation from the Issuer or its affiliates in connection with the issuance of any such opinion or external assurance, which could give rise to a potential conflict of interest for such provider.

Furthermore, investors are advised that as of the issue date and at any time until the maturity of the relevant Green Bonds, Social Bonds and/or Sustainability Bonds, they may not have, despite the annual report set up by the Issuer (see the section "*Use of Proceeds*" of this Base Prospectus), a comprehensive knowledge of all the Eligible Projects that would have been financed or refinanced by the gross proceeds of the issue. Moreover, the number or the type of Eligible Projects for a given issue may vary significantly, and it is possible that for practical and/or confidentiality reasons, the list of Eligible Projects may not be exhaustively mentioned in the annual report and that the Issuer may only provide a summary of the Eligible Projects.

In the event that any such Sustainable Bonds are listed or admitted to trading on any dedicated "green", "environmental", "social", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Any such listing or admission to trading may not be obtained in respect of any such Sustainable Bonds or, if obtained, any such listing or admission to trading may not be maintained during the life of the Sustainable Bonds.

Payment of principal and interest on any Sustainable Bond will be made from Morgan Stanley's general funds and will not be directly linked to the performance of any Eligible Project.

Finally, prior to an investment in Green Bonds, Social Bonds and/or Sustainability Bonds, potential investors must (i) read, (ii) form their own opinion on the relevance or reliability, for any purpose whatsoever, and (iii) conduct any other analysis they deem necessary, in relation to the Second Party

Disclaimers

Opinion on the Morgan Stanley Sustainable Issuance Framework or any opinion or external assurance that may be provided in the context of the issue of the Green Bonds, Social Bonds and/or Sustainability Bonds and in particular on the fact that an Eligible Project meets environmental, social, sustainable development and/or other criteria.

For the avoidance of doubt, neither the Morgan Stanley Sustainable Issuance Framework, Second Party Opinion, nor any such other opinion or external assurance is, or shall be deemed to be, incorporated in and/or form part of this Base Prospectus.

CONFLICTS OF INTEREST

1. *Potential conflicts of interest between the investor and the Determination Agent due to the hedging and trading activities of Morgan Stanley Group*

Potential conflicts of interest may exist between the investor and the Determination Agent, which may be an affiliate of the relevant Issuer and the Guarantor, if applicable. Certain determinations made by the Determination Agent may require it to exercise discretion and make subjective judgments. As Determination Agent for Securities linked to one or more Relevant Underlyings, MSI plc (or an affiliate) may make determinations under the Securities based on its determination of the performance of the Relevant Underlying(s) or of the impact of certain events in relation to the Relevant Underlying(s), including potential adjustments to the terms and conditions, potential early redemption, and the determination of the payout on the Securities. MSI plc (and other affiliates) may also carry out hedging activities related to any Securities linked to one or more Relevant Underlyings. MSI plc (and certain of Morgan Stanley's other subsidiaries) may also trade in the Relevant Underlying(s) (or the applicable underlying securities or other assets comprised in the relevant index or other Relevant Underlying) on a regular basis as part of their general broker dealer and other businesses. Any of these hedging or trading activities could influence the Determination Agent's potentially subjective determination of whether and/or which adjustments should be made to the Securities, and any such hedging or trading activities could potentially affect the price, rate, level or other value of the Relevant Underlying(s), and, accordingly, could have a significant negative (or positive) impact on the investor's return on the Securities.

2. *Conflicts of index specific to Securities linked to proprietary indices: Where Morgan Stanley or an affiliate of Morgan Stanley is the sponsor or calculation agent in respect of a proprietary index, Morgan Stanley has the authority to make determinations that could materially affect such an index and create conflicts of interest*

Where Morgan Stanley or an affiliate of Morgan Stanley is the sponsor of the proprietary index and/or, if applicable, the calculation agent of such an index, Morgan Stanley does not generally exercise any discretion in relation to the operation of the index. Morgan Stanley owes no fiduciary duties in respect of such index. Morgan Stanley may, however, exercise discretion in certain limited situations including, but not limited to, those situations described in any description of the relevant index. Determinations made by Morgan Stanley as the sponsor and, if applicable, calculation agent of such a proprietary index could adversely affect the level of such index and the exercise by Morgan Stanley of its discretion could present it with a conflict of interest. Subject as provided in the Index Rules in respect of a Proprietary Index, in making those determinations, the sponsor and/or the calculation agent, as applicable, of such index will not be required to, and will not, take the interests of any investor of any product that references such index into account or consider the effect its determinations will have on the value of such a product. All determinations made by relevant sponsor and/or the index calculation agent shall be (including, without limitation, any Securities) conclusive for all purposes and will bind all holders of any products linked to such an index. The sponsor and/or the Calculation Agent shall not have any liability for such determinations.

3. *Conflicts of interest specific to Securities linked to Proprietary Indices: Where Morgan Stanley or an affiliate of Morgan Stanley engages in transactions involving underlying Index Components for their own account, this could create a conflict of interest*

Morgan Stanley and its affiliates (including the Index Calculation Agent and the Index Sponsor) may from time to time engage in transactions involving the underlying Index Components for their own account and/or for the account of their clients and may act as market-maker in such underlying Index Components. Such activities may not be for the benefit of the holders of financial products linked to the Proprietary Index and may have an effect on the value of the Proprietary Index and, consequently, on the value and performance of any financial products linked to the Proprietary Index. In addition, Morgan Stanley and its affiliates may from time to time act in other capacities such as the issuer of investments or the adviser thereof. The Morgan Stanley Group also may issue financial instruments and/or enter into derivative contracts in respect of the underlying Index Components and the use of such instruments and/or derivatives may affect the value of the underlying Index Components. Morgan Stanley or its affiliates may enter into hedging transactions in respect of the underlying Index Components which may affect the value of such components or of any instruments, contract or investment product linked to the

Proprietary Index. In addition, the unwinding of such hedging transactions may affect the value of such components or instruments which may affect the value of the Proprietary Index. Morgan Stanley or its affiliates may make gains and/or losses from such hedging activity. In acting in any of these capacities, Morgan Stanley or its affiliates are not obliged to take into account the interests of any person including (but not limited to) investors in products linked to the Proprietary Index.

4. *Conflicts of interest specific to Preference Share-Linked Securities: Potential conflicts of interest in relation to the Preference Share Calculation Agent*

The calculation agent in respect of the Preference Shares (the "**Preference Share Calculation Agent**") is a member of Morgan Stanley Group of companies. As a result, potential conflicts of interest may arise in acting in its capacity as Preference Share Calculation Agent and other capacities in which it acts under the Preference Share-Linked Securities. Subject to any relevant regulatory obligations, the Preference Share Calculation Agent owes no duty or responsibility to any Securityholder to avoid any conflict or to act in the interests of any Securityholder. Preference Share Issuer may also rely on members of Morgan Stanley (including the Preference Share Calculation Agent) or other service providers to perform its operational requirements. In the event any relevant Morgan Stanley entities or other service providers fail to perform any obligations, this may adversely affect the value of the Preference Shares and potentially the amounts payable under the Preference Share-Linked Securities. In addition to providing calculation agency services to Preference Share Issuer, Morgan Stanley or any of its affiliates may perform further or alternative roles relating to Preference Share Issuer and any series of Preference Shares including, but not limited to, for example, being involved in arrangements relating to any of the underlying reference assets (for example as a calculation agent). Further, Morgan Stanley or any of its affiliates may contract with Preference Share Issuer and/or enter into transactions, including hedging transactions, which relate to Preference Share Issuer or the Preference Shares and as a result Morgan Stanley may face a conflict between its obligations as Preference Share Calculation Agent and its and/or its affiliates' interests in other capacities.

5. *Potential conflicts of interest between investor(s) and the Issuer, Dealer and/or any of their affiliates or distributor(s) in relation to secondary market activity and subscriptions*

Conflicts of interest may also arise between investor(s) and the Issuer, any Dealer and/or any of their respective affiliates in relation to secondary market sales and purchases of Securities and between the investor(s) and any Dealer and/or distributor in relation to commissions and/or selling concessions and/or fees received by any such Dealer or distributor in connection with the subscription of Securities – see "Secondary trading of the Securities may be limited" and "Certain risks relating to public offers of the Securities" above.

Selected Financial Information of Morgan Stanley

SELECTED FINANCIAL INFORMATION OF MORGAN STANLEY

This section contains selected financial information of Morgan Stanley relating to the years ended 31 December 2024 and 31 December 2025 and the three months ended 31 March 2025 and 31 March 2026.

The information in respect of the years ended 31 December 2024 and 31 December 2025 set out below is derived from the audited financial statements included in Morgan Stanley's Annual Report on Form 10-K for the year ended 31 December 2025.

The information in respect of the three months ended 31 March 2025 and 31 March 2026 set out below is derived from the unaudited financial statements included in Morgan Stanley's Quarterly Reports on Form 10-Q for the quarterly periods ended 31 March 2025 and 31 March 2026, respectively.

Consolidated Balance Sheet (<i>U.S.\$ in millions</i>)	At 31 December 2025	At 31 December 2024	At 31 March 2026 (unaudited)	At 31 March 2025 (unaudited)
<i>Total assets</i>	1,420,270	1,215,071	1,581,418	1,300,296
<i>Total liabilities and equity</i>	1,420,270	1,215,071	1,581,418	1,300,296

Consolidated Income Statement (<i>U.S.\$ in millions</i>)	At 31 December 2025	At 31 December 2024	Three months ended 31 March 2026 (unaudited)	Three months ended 31 March 2025 (unaudited)
<i>Net revenues</i>	70,645	61,761	20,580	17,739
<i>Income before provision for income taxes</i>	21,954	17,596	7,011	5,544
<i>Net income</i>	17,025	13,529	5,638	4,371

Selected Financial Information of MSI PLC

SELECTED FINANCIAL INFORMATION OF MSI PLC

This section contains selected financial information of MSI plc relating to the years ended 31 December 2024 and 31 December 2025.

The information in respect of the years ended 31 December 2024 and 31 December 2025 set out below is derived from the audited financial statements included in the MSI plc Annual Report for the years ended 31 December 2024 and 31 December 2025.

Consolidated Statement of Financial Position (<i>U.S.\$ in millions</i>)	31 Dec 2025	31 Dec 2024
<i>Total assets</i>	668,940	578,078
<i>Total liabilities and equity</i>	668,940	578,078

Consolidated Income Statement (<i>U.S.\$ in millions</i>)	31 Dec 2025	31 Dec 2024
<i>Net gains from financial instruments at fair value through profit or loss</i>	8,202	6,958
<i>Profit before tax</i>	2,422	1,959
<i>Profit for the year</i>	1,754	1,425

Selected Financial Information of MSBV

SELECTED FINANCIAL INFORMATION OF MSBV

This section contains selected financial information of MSBV relating to the years ended 31 December 2024 and 31 December 2025.

The information in respect of the years ended 31 December 2024 and 31 December 2025 set out below is derived from the audited financial statements included in the MSBV Annual Report for the years ended 31 December 2024 and 31 December 2025.

Statement of financial position (<i>in EUR '000</i>)	31 Dec 2025	31 Dec 2024
<i>Total assets</i>	9,074,880	9,593,545
<i>Total liabilities and equity</i>	9,074,880	9,593,545

Statement of comprehensive income (<i>in EUR '000</i>)	31 Dec 2025	31 Dec 2024
<i>Net trading (expense) / income</i>	397,835	(19,208)
<i>Net income / (expense) on other financial instruments held at fair value</i>	(397,835)	19,208
<i>Profit before income tax</i>	1,088	1,427
<i>Profit and total comprehensive income for the year</i>	811	1,081

Selected Financial Information of MSFL

SELECTED FINANCIAL INFORMATION OF MSFL

This section contains selected financial information of MSFL relating to the years ended 31 December 2024 and 31 December 2025.

The information in respect of the years ended 31 December 2024 and 31 December 2025 set out below is derived from the financial statements in the MSFL Annual Report for the years ended 31 December 2024 and 31 December 2025.

Statement of Financial Position (<i>U.S.\$ in millions</i>)	31 Dec 2025	31 Dec 2024
<i>Net Income (loss)</i>	8	6
<i>Total Assets</i>	69,026	47,947
<i>Total Liabilities</i>	70,200	48,623

Selected Financial Information of MSESE

SELECTED FINANCIAL INFORMATION OF MSESE

This section contains selected financial information of MSESE relating to the years ended 31 December 2024 and 31 December 2025.

The information in respect of the years ended 31 December 2024 and 31 December 2025 set out below is derived from the financial statements in the MSESE annual report for the years ended 31 December 2024 and 31 December 2025.

Statement of Financial Position (<i>EUR in millions</i>)	31 Dec 2025	31 Dec 2024
<i>Net Income (loss)</i>	233	189
<i>Total Assets</i>	72,563	63,433
<i>Total Liabilities</i>	72,563	63,433

CONSENT TO THE USE OF THE BASE PROSPECTUS IN CONNECTION WITH NON-EXEMPT OFFERS

In the context of any offer of Securities that is not made within an exemption from the requirement to publish a prospectus under the Prospectus Regulation (a "**Non-exempt Offer**"), in relation to any person (an "**Investor**") to whom an offer of any Securities is made by any financial intermediary to whom the Responsible Persons (as defined below) have given their consent to use this Base Prospectus (an "**Authorised Offeror**"), where the offer is made during the period for which that consent is given and where the offer is made in the EEA Member State for which that consent was given and is in compliance with all other conditions attached to the giving of the consent, all as mentioned in this Base Prospectus, each of Morgan Stanley, MSI plc, MSBV, MSFL and MSESE (together the "**Responsible Persons**") accepts responsibility in each such EEA Member State for the information relating to itself in this Base Prospectus. However, neither any Responsible Person nor any Distribution Agent 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.

Each Issuer and, if applicable, the Guarantor consents to the use of this Base Prospectus in connection with a Non-exempt Offer of Securities to be issued by such Issuer during the Offer Period specified in the relevant Final Terms (the "**Offer Period**") either:

- (1) by any Authorised Offeror which is authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) of the European Parliament and of the Council on markets in financial instruments, as amended ("**MiFID II**") and which satisfies the conditions (if any) specified in the relevant Final Terms in one or more of the following EEA Member State(s), as specified in the relevant Final Terms: (i) Austria; (ii) Belgium, (iii) Bulgaria, (iv) Croatia, (v) Czech Republic, (vi) Denmark, (vii) Finland, (viii) France, (ix) Greece, (x) Hungary, (xi) Ireland, (xii) Italy, (xiii) Liechtenstein, (xiv) Luxembourg, (xv) Norway, (xvi) Poland, (xvii) Portugal, (xviii) Romania, (xix) Slovakia, (xx) Slovenia, (xxi) Spain, (xxii) Sweden and (xxiii) The Netherlands; or
- (2) by any Authorised Offeror specified in the relevant Final Terms, subject to the relevant conditions specified in the relevant Final Terms, for so long as they are authorised to make such offers under MiFID II and in one or more of the following EEA Member State(s), as specified in the relevant Final Terms: (i) Austria; (ii) Belgium, (iii) Bulgaria, (iv) Croatia, (v) Czech Republic, (vi) Denmark, (vii) Finland, (viii) France, (ix) Greece, (x) Hungary, (xi) Ireland, (xii) Italy, (xiii) Liechtenstein, (xiv) Luxembourg, (xv) Norway, (xvi) Poland, (xvii) Portugal, (xviii) Romania, (xix) Slovakia, (xx) Slovenia, (xxi) Spain, (xxii) Sweden and (xxiii) The Netherlands.

The relevant Issuer and, if applicable, the Guarantor, may give consent to additional financial intermediaries after the date of the relevant Final Terms and, if they do so, such Issuer and, if applicable, the Guarantor, will publish the above information in relation to them on <http://sp.morganstanley.com/EU/Documents>.

Subject to the conditions specified in the relevant Final Terms, the consent referred to above relates to Offer Periods occurring within 12 months from the date of this Base Prospectus.

Any Authorised Offeror who wishes to use this Base Prospectus in connection with a Non-exempt Offer as set out in (1) above is required, for the duration of the relevant Offer Period, to publish on its website that it is using this Base Prospectus for such Non-exempt Offer in accordance with the consent of the relevant Issuer and the conditions attached thereto.

To the extent specified in the relevant Final Terms, a Non-exempt Offer may be made during the relevant Offer Period by any of the Issuers, the Guarantor, the Distribution Agent or, subject to any restrictions on the consent, any relevant Authorised Offeror in any relevant EEA Member State and subject to any relevant conditions, in each case all as specified in the relevant Final Terms.

Unless otherwise specified, none of the Issuers, the Guarantor and the Distribution Agent has authorised the making of any Non-exempt Offer of any Securities by any person in any circumstances and such person is not permitted to use this Base Prospectus in connection with its offer of any Securities. Any such Non-exempt Offers are not made by or on behalf of the Issuers, the Guarantor, the Distribution Agent or any Authorised Offeror and

none of the Issuers, the Guarantor, the Distribution Agent or any Authorised Offeror has any responsibility or liability for the actions of any person making such offers.

An Investor intending to acquire or acquiring any Securities from an Authorised Offeror will do so, and offers and sales of the Securities to an Investor by an 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, allocation, settlement arrangements and any expenses or taxes to be charged to the Investor (the "**Terms and Conditions of the Non-exempt Offer**"). None of the Issuers and the Guarantor will be a party to any such arrangements with Investors (other than the Distribution Agent) in connection with the offer or sale of the Securities and, accordingly, this Base Prospectus does not and any Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the relevant time. None of the Issuers, the Guarantor, the Distribution Agent or other Authorised Offerors has any responsibility or liability for such information.

In the event of a Non-exempt Offer being made by an Authorised Offeror, the Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the time the offer is made. None of the Issuers, the Guarantor, the Distribution Agent or other Authorised Offerors has any responsibility or liability for such information.

In the case of any Tranche of Securities which is being (a) offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 1.4 of the Prospectus Regulation) and/or (b) admitted to trading on a regulated market in an EEA Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Securities may complete any information in this Base Prospectus.

WHERE THE INVESTOR CAN FIND MORE INFORMATION ABOUT MORGAN STANLEY

Morgan Stanley files annual, quarterly and current reports, proxy statements and other information with the United States Securities and Exchange Commission (the "SEC"). The SEC maintains an internet site that contains annual, quarterly and current reports, proxy and information statements and other information that issuers (including Morgan Stanley) file electronically with the SEC. Morgan Stanley's electronic SEC filings are available to the public at the SEC's internet site www.sec.gov. The information contained on this website, and any information available at the SEC's public reference room, shall not form part of this Base Prospectus, unless such information has been expressly incorporated herein by way of a supplement to this Base Prospectus.

INCORPORATION BY REFERENCE

The following documents and/or information shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus:

Document filed	Information incorporated by reference	Page
Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE dated 14 November 2025	(1) Risk Factors (excluding the Risk Factor headed " <i>As a finance subsidiary, MSFL has no independent operations and is expected to have no independent assets.</i> ")	1-21
https://sp.morganstanley.com/download/prospectus/afe6f6cc-6b47-44a2-ac92-dfc8ad86d2d1	(2) Description of Morgan Stanley	36-57
	(3) Description of Morgan Stanley & Co. International plc	58-63
	(4) Description of Morgan Stanley B.V.	64-67
	(5) Description of Morgan Stanley Finance LLC	68-70
	(6) Description of Morgan Stanley Europe SE	71-75
	(7) Subsidiaries of Morgan Stanley as of 2 October 2025	76
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	(3)	Financial Data Supplement of Morgan Stanley for the quarter ended 31 March 2026.	14-35 (Item 99.2)
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The terms and conditions set out on pages 135 to 363 of the base prospectus for notes, Series A and B, warrants and certificates dated 9 October 2018 (the "**9 October 2018 Base Prospectus**") relating to the Program under the heading "*Terms and Conditions of the Notes*" (the "**9 October 2018 English Law Note Conditions**"). The base prospectus dated 9 October 2018 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=203a2c24-6522-47ad-8d2d-3af33bc01d2a>.

The Pro Forma Final Terms For Notes Other Than Linked Notes, the Pro Forma Final Terms For Autocallable Notes, the Pro Forma Final Terms For Reverse Convertible Notes, the Pro Forma Final Terms For Certain Linked Notes, the Pro Forma Final Terms For Preference Share-Linked Notes, collectively set out on pages 364 to 835 of the 9 October 2018 Base Prospectus (each of these an "**October 2018 Form of Final Terms**"). The base prospectus dated 9 October 2018 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=203a2c24-6522-47ad-8d2d-3af33bc01d2a>.⁽¹⁾

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Supplement dated 25 January 2019 to the 9 October 2018 Base Prospectus (the " 25 January 2019 Supplement ") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=6e75542f-aea2-4cfc-acda-a604868dc38a	(1)	Part C-Amendments to the Terms and Conditions (the 9 October 2018 English Law Note Conditions, as amended by the 25 January 2019 Supplement, the " 25 January 2019 English Law Note Conditions ")	4-6
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The October 2018 Form of Final Terms, each as supplemented by the terms set out on page 7 of the 25 January 2019 Supplement under the heading "<i>Part D – Amendments to the Pro Forma Final Terms</i>" (each of these a "January 2019 Form of Final Terms"). The 25 January 2019 Supplement is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=6e75542f-aea2-4cfc-acda-a604868dc38a.⁽²⁾ The terms and conditions set out on pages 177 to 443 of the base prospectus for notes, Series A and B, warrants and certificates dated 16 July 2019 (the "16 July 2019 Base Prospectus") relating to the Program under the heading "<i>Terms and Conditions of the Notes</i>" (the "16 July 2019 English Law Note Conditions"). The base prospectus dated 16 July 2019 is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=8145dabc-06f9-4650-8e74-017d697a4f32. The Pro Forma Final Terms For Notes Other Than Linked Notes set out on pages 444-495 of the 16 July 2019 Base Prospectus, the Pro Forma Final Terms For Autocallable Notes set out on pages 498-650 of the 16 July 2019 Base Prospectus, the Pro Forma Final Terms For Reverse Convertible Notes set out on pages 653-771 of the 16 July 2019 Base Prospectus, the Pro Forma Final Terms For Certain Linked Notes set out on pages 774-961 of the 16 July 2019 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Notes set out on pages 964-985 of the 16 July 2019 Base Prospectus (each of these a "July 2019 Form of Final Terms"). The base prospectus dated 16 July 2019 is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=8145dabc-06f9-4650-8e74-017d697a4f32.⁽³⁾			
Supplement dated 17 October 2019 to the 16 July 2019 Base Prospectus (the " 17 October 2019 Supplement ") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=9bd4c6ba-ab9a-47fc-80d2-099cd074189e	(1)	Part B-Amendments to the Terms and Conditions (the 16 July 2019 English Law Note Conditions, as amended by the 17 October 2019 Supplement, the " 17 October 2019 English Law Note Conditions ")	2
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Supplement dated 23 March 2020 to the 16 July 2019 Base Prospectus (the " 23 March 2020 Supplement ") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=b07a16af-4bec-48d1-a011-dfb6a0b47e56	(1)	Part B-Amendments to the Terms and Conditions (the 17 October 2019 English Law Note Conditions, as amended by the 23 March 2020 Supplement, the " 23 March 2020 English Law Note Conditions ")	2

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Supplement dated 1 April 2020 to the 16 July 2019 Base Prospectus (the " 1 April 2020 Supplement ") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=cd50a984-5ff0-429c-a83b-06c3dc1909d4	(1) Part B-Amendments to the Terms and Conditions (the 23 March 2020 English Law Note Conditions, as amended by the 1 April 2020 Supplement, the " 1 April 2020 English Law Note Conditions ")	2
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July 2019 Form of Final Terms, each as supplemented by the terms set out on page 3 of the 17 October 2019 Supplement under the heading "*Part C – Amendments to the Pro Forma Final Terms*" (each of these an "**October 2019 Form of Final Terms**"). The 17 October 2019 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=9bd4c6ba-ab9a-47fc-80d2-099cd074189e>.⁽⁴⁾

October 2019 Form of Final Terms, each as supplemented by the terms set out on page 3 of the 23 March 2020 Supplement under the heading "*Part C – Amendments to the Pro Forma Final Terms*" (each of these a "**March 2020 Form of Final Terms**"). The 23 March 2020 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=b07a16af-4bec-48d1-a011-dfb6a0b47e56>.⁽⁵⁾

March 2020 Form of Final Terms, each as supplemented by the terms set out on page 3 of the 1 April 2020 Supplement under the heading "*Part C – Amendments to the Pro Forma Final Terms*" (each of these an "**April 2020 Form of Final Terms**"). The 1 April 2020 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=cd50a984-5ff0-429c-a83b-06c3dc1909d4>.⁽⁶⁾

The Pro Forma Pricing Supplement for Notes Other Than Linked Notes set out on pages 496-497 of the 16 July 2019 Base Prospectus, the Pro Forma Pricing Supplement for Autocallable Notes set out on pages 651-652 of the 16 July 2019 Base Prospectus, the Pro Forma Pricing Supplement For Reverse Convertible Notes set out on pages 772-773 of the 16 July 2019 Base Prospectus, the Pro Forma Pricing Supplement For Certain Linked Notes set out on pages 962-963 of the 16 July 2019 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Notes set out on pages 986-987 of the 16 July 2019 Base Prospectus (each of these a "**July 2019 Form of Pricing Supplement**"). The base prospectus dated 16 July 2019 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=8145dabc-06f9-4650-8e74-017d697a4f32>.⁽⁷⁾

The terms and conditions set out on pages 112 to 385 of the base prospectus for notes, Series A and B, warrants and certificates dated 16 July 2020 (the "**16 July 2020 Base Prospectus**") relating to the Program under the heading "*Terms and Conditions of the Notes*" (the "**16 July 2020 English Law Note Conditions**"). The base prospectus dated 16 July 2020 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3ab17456-9dde-4e04-9635-04121a7a353c>.

The Pro Forma Final Terms For Notes Other Than Linked Notes set out on pages 386-436 of the 16 July 2020 Base Prospectus, the Pro Forma Final Terms For Autocallable Notes set out on pages 439-600 of the 16 July 2020 Base Prospectus, the Pro Forma Final Terms For Reverse Convertible Notes set out on pages 603-721 of the 16 July 2020 Base Prospectus, the Pro Forma Final Terms For Certain Linked Notes set out on pages 724-919 of the 16 July 2020 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Notes set out on pages 922-952 of the 16 July 2020 Base Prospectus (each of these an "**July 2020 Form of Final Terms**"). The base prospectus dated 16 July 2020 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3ab17456-9dde-4e04-9635-04121a7a353c>.⁽⁸⁾

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Supplement dated 17 November 2020 to the 16 July 2020 Base Prospectus (the " 17 November 2020 Supplement ") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=5cc7b62e-7e6a-4969-9fd0-3d6033b37c44	(1)	Part D-Amendments to the Terms and Conditions (the 16 July 2020 English Law Note Conditions, as amended by the 17 November 2020 Supplement, the " 17 November 2020 English Law Note Conditions ")	10
	(2)	Part E-Amendments to the Pro Forma Final Terms	11
Supplement dated 15 March 2021 to the 16 July 2020 Base Prospectus (the " 15 March 2021 Supplement ") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=4f4eb4ac-8321-413c-9bc3-cc5b65b23094	(1)	Part E-Amendments to the "Pro Forma Final Terms For Notes Other Than Linked Notes" Section	10
	(2)	Part F-Amendments to the "Pro Forma Pricing Supplement For Notes Other Than Linked Notes" Section	11
	(3)	Part G-Amendments to the "Pro Forma Final Terms For Autocallable Notes" Section	12
	(4)	Part H-Amendments to the "Pro Forma Final Terms For Reverse Convertible Notes" Section	13
	(5)	Part I-Amendments to the "Pro Forma Final Terms For Certain Linked Notes" Section	14
	(6)	Part J-Amendments to the "Pro Forma Final Terms For Preference Share-Linked Notes" Section	15

July 2020 Form of Final Terms, each as supplemented by the terms set out on page 10 of the 17 November 2020 Supplement under the heading "*Part D – Amendments to the Pro Forma Final Terms*" (each of these a "**November 2020 Form of Final Terms**"). The 17 November 2020 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=5cc7b62e-7e6a-4969-9fd0-3d6033b37c44>.⁽⁹⁾

November 2020 Form of Final Terms, each as supplemented by the terms set out on pages 10-15 of the 15 March 2021 Supplement under the headings "*Part E-Amendments to the 'Pro Forma Final Terms For Notes Other Than Linked Notes' Section*", "*Part G-Amendments to the 'Pro Forma Final Terms For Autocallable Notes' Section*", "*Part H-Amendments to the 'Pro Forma Final Terms For Reverse Convertible Notes' Section*", "*Part I-Amendments to the 'Pro Forma Final Terms For Certain Linked Notes' Section*" and "*Part J-Amendments to the 'Pro Forma Final Terms For Preference Share-Linked Notes' Section*" (each of these a "**March 2021 Form of Final Terms**"). The 15 March 2021 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=4f4eb4ac-8321-413c-9bc3-cc5b65b23094>.⁽⁹⁾

The Pro Forma Pricing Supplement for Notes Other Than Linked Notes set out on pages 437-438 of the 16 July 2020 Base Prospectus, the Pro Forma Pricing Supplement for Autocallable Notes set out on pages 601-602 of the 16 July 2020 Base Prospectus, the Pro Forma Pricing Supplement For Reverse Convertible Notes set out on pages 722-723 of the 16 July 2020 Base Prospectus, the Pro Forma Pricing Supplement For Certain Linked Notes set out on pages 920-921 of the 16 July 2020 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Notes set out on pages 953-954 of the 16 July 2020 Base Prospectus (each of these a "**July 2020 Form of Pricing Supplement**"). The base prospectus dated 16 July 2020 is available at:

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https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3ab17456-9dde-4e04-9635-04121a7a353c . ⁽¹⁰⁾		

July 2020 Form of Pricing Supplement for Notes Other Than Linked Notes, as supplemented by the terms set out on page 11 of the 15 March 2021 Supplement under the heading "*Part F-Amendments to the 'Pro Forma Pricing Supplement For Notes Other Than Linked Notes' Section*" (a "**March 2021 Form of Pricing Supplement**"). The 15 March 2021 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=4f4eb4ac-8321-413c-9bc3-cc5b65b23094>.⁽¹⁰⁾

The terms and conditions set out on pages 122 to 441 of the base prospectus for notes, Series A and B, warrants and certificates dated 16 July 2021 (the "**16 July 2021 Base Prospectus**") relating to the Program under the heading "*Terms and Conditions of the Notes*" (the "**16 July 2021 English Law Note Conditions**"). The base prospectus dated 16 July 2021 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=fc204ff8-5217-4eab-9d04-aac9ac10bd86>.

The Pro Forma Final Terms For Notes Other Than Linked Notes set out on page 442-504 of the 16 July 2021 Base Prospectus, the Pro Forma Final Terms For Autocallable Notes set out on pages 509-727 of the 16 July 2021 Base Prospectus, the Pro Forma Final Terms For Reverse Convertible Notes set out on pages 731-852 of the 16 July 2021 Base Prospectus, the Pro Forma Final Terms For Certain Linked Notes set out on pages 856-1077 of the 16 July 2021 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Notes set out on page 1081-1113 of the 16 July 2021 Base Prospectus (each of these a "**July 2021 Form of Final Terms**"). The base prospectus dated 16 July 2021 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=fc204ff8-5217-4eab-9d04-aac9ac10bd86>.⁽¹¹⁾

The Pro Forma Pricing Supplement for Notes Other Than Linked Notes set out on pages 505-508 of the 16 July 2021 Base Prospectus, the Pro Forma Pricing Supplement for Autocallable Notes set out on pages 728-730 of the 16 July 2021 Base Prospectus, the Pro Forma Pricing Supplement For Reverse Convertible Notes set out on pages 853-855 of the 16 July 2021 Base Prospectus, the Pro Forma Pricing Supplement For Certain Linked Notes set out on pages 1078-1080 of the 16 July 2021 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Notes set out on pages 1114-1116 of the 16 July 2021 Base Prospectus (each of these a "**July 2021 Form of Pricing Supplement**"). The base prospectus dated 16 July 2021 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=fc204ff8-5217-4eab-9d04-aac9ac10bd86>.⁽¹¹⁾

The terms and conditions set out on pages 126 to 455 of the base prospectus for notes, Series A and B, warrants and certificates dated 15 July 2022 (the "**15 July 2022 Base Prospectus**") relating to the Program under the heading "*Terms and Conditions of the Securities*" (the "**15 July 2022 English Law Securities Conditions**"). The base prospectus dated 15 July 2022 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3805feb7-3d7a-48bd-8bd5-799eba2762fc>.

The Pro Forma Final Terms For Securities Other Than Preference Share-Linked Securities set out on page 456-865 of the 15 July 2022 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Securities set out on pages 869-903 of the 15 July 2022 Base Prospectus (each of these a "**July 2022 Form of Final Terms**"). The base prospectus dated 15 July 2022 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3805feb7-3d7a-48bd-8bd5-799eba2762fc>.⁽¹²⁾

The Pro Forma Pricing Supplement For Securities Other Than Preference Share-Linked Securities set out on pages 866-68 of the 15 July 2022 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Securities set out on pages 904-06 of the 15 July 2022 Base Prospectus (each of these a "**July 2022 Form of Pricing Supplement**"). The base prospectus dated 15 July 2022 is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3805feb7-3d7a-48bd-8bd5-799eba2762fc>.

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Supplement dated 5 October 2022 to the 15 July 2022 Base Prospectus (the "5 October 2022 Supplement") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=925c4a3a-c805-430d-9e15-2eea653e93a8	(1)	Part C-Amendments to Part A (<i>Contractual Terms</i>) of the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities (for Section 2 of Additional Terms and Conditions)	9
	(2)	Part D-Amendments to Part A (<i>Contractual Terms</i>) of the Pro Forma Final Terms for Preference Share-Linked Securities (for Section 3 of Additional Terms and Conditions)	10
Supplement dated 9 December 2022 to the 15 July 2022 Base Prospectus (the "9 December 2022 Supplement") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=0c0d902d-bd69-4da3-937f-dc3e3005fd9f	(1)	Part A-Amendments to the "Value Determination Terms" Section (the 15 July 2022 English Law Securities Conditions, as amended by the 9 December 2022 Supplement, the " 9 December 2022 English Law Securities Conditions ")	4
Supplement dated 10 January 2023 to the 15 July 2022 Base Prospectus (the "10 January 2023 Supplement") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=b41005da-ddd1-44d1-b65c-1585629b64cd	(1)	Part A-Amendments to Part A (<i>Contractual Terms</i>) of the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities (for Section 2 of Additional Terms and Conditions)	4
Supplement dated 16 May 2023 to the 15 July 2022 Base Prospectus (the "16 May 2023 Supplement") https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=477f4a87-3bba-4956-b0c1-5ad6f67f6809	(1)	Part B – Amendments to the "Selected Financial Information of Morgan Stanley" Section	9
	(2)	Part C – Amendments to the "Selected Financial Information of MSI PLC" Section	10
	(3)	Part D – Amendments to the "Selected Financial Information of MSBV" Section	11
	(4)	Part E – Amendments to the "Selected Financial Information of MSFL" Section	12
	(5)	Part F – Amendments to the "General Information" Section	13 - 14
	(6)	Part G – Amendments to the "Additional Terms and Conditions" of the " <i>Terms and Conditions of the Securities</i> " Section (the 9 December 2022 English Law Securities Conditions, as amended by the 16 May 2023 Supplement, the " 16 May 2023 English Law Securities Conditions ")	15

Document filed	Information incorporated by reference	Page
July 2022 Form of Final Terms, each as supplemented by the terms set out on pages 9-10 of the 5 October 2022 Supplement under the headings "<i>Part C-Amendments to Part A (Contractual Terms) of the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities (for Section 2 of Additional Terms and Conditions)</i>" and "<i>Part D-Amendments to Part A (Contractual Terms) of the Pro Forma Final Terms for Preference Share-Linked Securities (for Section 3 of Additional Terms and Conditions)</i>" (each of these a "October 2022 Form of Final Terms"). The 5 October 2022 Supplement is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=925c4a3a-c805-430d-9e15-2eea653e93a8.⁽¹²⁾ October 2022 Form of Final Terms, each as supplemented by the terms set out on page 4 of the 10 January 2023 Supplement under the heading "<i>Part A-Amendments to Part A (Contractual Terms) of the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities (for Section 2 of Additional Terms and Conditions)</i>" (each of these a "January 2023 Form of Final Terms"). The 10 January 2023 Supplement is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=b41005da-ddd1-44d1-b65c-1585629b64cd.⁽¹³⁾ The terms and conditions set out on pages 137 to 484 of the base prospectus for notes, Series A and B, warrants and certificates dated 14 July 2023 (the "14 July 2023 Base Prospectus") relating to the Program under the heading "<i>Terms and Conditions of the Securities</i>" (the "14 July 2023 English Law Securities Conditions"). The base prospectus dated 14 July 2023 is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=1235c286-9134-44ab-85f7-1fe1ffc7b04f. The Pro Forma Final Terms For Securities Other Than Preference Share-Linked Securities set out on page 485-1066 of the 14 July 2023 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Securities set out on pages 1070-1106 of the 14 July 2023 Base Prospectus (each of these a "July 2023 Form of Final Terms"). The base prospectus dated 14 July 2023 is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=1235c286-9134-44ab-85f7-1fe1ffc7b04f.⁽¹⁴⁾ The Pro Forma Pricing Supplement For Securities Other Than Preference Share-Linked Securities set out on pages 1067-1069 of the 14 July 2023 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Securities set out on pages 1107-1109 of the 14 July 2023 Base Prospectus (each of these a "July 2023 Form of Pricing Supplement"). The base prospectus dated 14 July 2023 is available at: https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=1235c286-9134-44ab-85f7-1fe1ffc7b04f.⁽¹⁴⁾		
Supplement dated 27 October 2023 to the 14 July 2023 Base Prospectus (the " 27 October 2023 Supplement ")	(1) Part A – Amendments to "Section 2 (<i>Interest and Redemption Terms</i>) of Additional Terms and Conditions"	4
https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=df7ad54f-b6f8-498b-8422-62e261134cbc		
	(2) Part B – Amendments to "Section 5 (<i>Performance Determination Terms</i>) of Additional Terms and Conditions"	5
	(the 14 July 2023 English Law Securities Conditions, as amended by Part A and Part B of the 27 October 2023 Supplement, the " 27 October 2023 English Law Securities Conditions ")	
	(3) Part C – Amendments to the "Pro Forma Final Terms for Securities	6-24

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Document filed	Information incorporated by reference Other Than Preference Share-Linked Securities"	Page
	(4) Part D – Amendments to the "Pro Forma Final Terms for Preference Share-Linked Securities"	25
Supplement dated 14 June 2024 to the 14 July 2023 Base Prospectus (the " 14 June 2024 Supplement ")	(1) Clause 1 – Amendments to the Risk Factors	5-6
https://sp.morganstanley.com/eu/download/v2/en-gb/prospectus/a8bd6bc4-4841-460e-bbcd-89406e3ce7b2	(2) Clause 2 – Amendments to the General Terms and Conditions	7-8
	(3) Clause 3 – Amendments to the Pro Forma Final Terms	9-10
	(the 27 October 2023 English Law Securities Conditions, as amended by Clause 1, Clause 2 and Clause 3 of the 14 June 2024 Supplement, the " 14 June 2024 English Law Securities Conditions ")	

July 2023 Form of Final Terms, as supplemented by the terms set out on page 6-24 of the 27 October 2023 Supplement under the heading "*Part C-Amendments to the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities*" and "*Part D-Amendments to the Pro Forma Final Terms for Preference Share-Linked Securities*" (each of these a "**October 2023 Form of Final Terms**"). The 27 October 2023 Supplement is available at: <https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=df7ad54f-b6f8-498b-8422-62e261134cbc>.⁽¹⁵⁾

October 2023 Form of Final Terms, as supplemented by the terms set out on page 9-10 of the 14 June 2024 Supplement under the heading "*Clause 3-Amendments to the Pro Forma Final Terms*" ("**June 2024 Form of Final Terms**"). The 14 June 2024 Supplement is available at: <https://sp.morganstanley.com/eu/download/v2/en-gb/prospectus/a8bd6bc4-4841-460e-bbcd-89406e3ce7b2>.⁽¹⁶⁾

The terms and conditions set out on pages 120 to 492 of the base prospectus for notes, Series A and B, warrants and certificates dated 12 July 2024 (the "**12 July 2024 Base Prospectus**") relating to the Program under the heading "*Terms and Conditions of the Securities*" (the "**12 July 2024 English Law Securities Conditions**"). The base prospectus dated 12 July 2024 is available at: <https://sp.morganstanley.com/eu/download/prospectus/e5b37da7-7b6c-40ac-914c-83b74fea75e6>.

The Pro Forma Final Terms For Securities Other Than Preference Share-Linked Securities set out on page 493-1012 of the 12 July 2024 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Securities set out on pages 1016-1050 of the 12 July 2024 Base Prospectus (each of these a "**July 2024 Form of Final Terms**"). The base prospectus dated 12 July 2024 is available at: <https://sp.morganstanley.com/eu/download/prospectus/e5b37da7-7b6c-40ac-914c-83b74fea75e6>.⁽¹⁷⁾

The Pro Forma Pricing Supplement For Securities Other Than Preference Share-Linked Securities set out on pages 1013-1015 of the 12 July 2024 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Securities set out on pages 1051-1053 of the 12 July 2024 Base Prospectus (each of these a "**July 2024 Form of Pricing Supplement**"). The base prospectus dated 12 July 2024 is available at: <https://sp.morganstanley.com/eu/download/prospectus/e5b37da7-7b6c-40ac-914c-83b74fea75e6>.⁽¹⁷⁾

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Supplement dated 9 April 2025 to the 12 July 2024 Base Prospectus (the " 9 April 2025 Supplement ")	Part E - Amendments to the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities	10

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https://sp.morganstanley.com/eu/download/prospectus/9867562e-da07-4c68-848e-8b712ee44ce8	Part F - Amendments to the Pro Forma Final Terms for Preference Share-Linked Securities"	11

July 2024 Form of Final Terms, each as supplemented as applicable by the terms set out on page 10 of the 9 April 2025 Supplement under the heading "*Part E-Amendments to the Pro Forma Final Terms for Securities Other Than Preference Share-Linked Securities*" and the terms set out on page 11 of the 9 April 2025 Supplement "*Part F-Amendments to the Pro Forma Final Terms for Preference Share-Linked Securities*" (each of these a "**April 2025 Form of Final Terms**"). The 9 April 2025 Supplement is available at: <https://sp.morganstanley.com/eu/download/prospectus/9867562e-da07-4c68-848e-8b712ee44ce8>.⁽¹⁶⁾

The terms and conditions set out on pages 129 to 505 of the base prospectus for notes, Series A and B, warrants and certificates dated 11 July 2025 (the "**11 July 2025 Base Prospectus**") relating to the Program under the heading "*Terms and Conditions of the Securities*" (the "**11 July 2025 English Law Securities Conditions**"). The base prospectus dated 11 July 2025 is available at: <https://sp.morganstanley.com/download/prospectus/d108c6fa-3b7d-4932-9be9-2d65a76eae72>.

The Pro Forma Final Terms For Securities Other Than Preference Share-Linked Securities set out on page 508-1061 of the 11 July 2025 Base Prospectus, the Pro Forma Final Terms For Preference Share-Linked Securities set out on pages 1062-1100 of the 11 July 2025 Base Prospectus (each of these a "**July 2025 Form of Final Terms**"). The base prospectus dated 11 July 2025 is available at: <https://sp.morganstanley.com/download/prospectus/d108c6fa-3b7d-4932-9be9-2d65a76eae72>.⁽¹⁸⁾

The Pro Forma Pricing Supplement For Securities Other Than Preference Share-Linked Securities set out on pages 1101-1103 of the 11 July 2025 Base Prospectus, the Pro Forma Pricing Supplement For Preference Share-Linked Securities set out on pages 1051-1053 of the 11 July 2025 Base Prospectus (each of these a "**July 2025 Form of Pricing Supplement**"). The base prospectus dated 11 July 2025 is available at: <https://sp.morganstanley.com/download/prospectus/d108c6fa-3b7d-4932-9be9-2d65a76eae72>.⁽¹⁸⁾

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Supplement dated 12 August 2025 to the 11 July 2025 Base Prospectus (the " 12 August 2025 Supplement ") https://sp.morganstanley.com/download/prospectus/8dc3a9ef-a7d9-48b4-a8f8-aeb98d6f325a	Part C – Amendments to the "Terms and Conditions of the Securities" section (the 11 July 2025 English Law Securities Conditions, as amended by the 12 August 2025 Supplement, the " 12 August 2025 English Law Securities Conditions ")	8
Supplement dated 11 September 2025 to the 11 July 2025 Base Prospectus (the " 11 September 2025 Supplement ") https://sp.morganstanley.com/download/prospectus/9112f670-8ad6-4b31-afd6-fc2c234b3915	Part A – Amendments to the "Additional Terms and Conditions" section (the 12 August 2025 English Law Securities Conditions, as amended by the 11 September 2025 Supplement, the " 11 September 2025 English Law Securities Conditions ")	4
	Part B – Amendments to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section	5-13
Supplement dated 23 January 2026 to the 11 July 2025 Base Prospectus (the " 23 January 2026 Supplement ") https://sp.morganstanley.com/download/prospectus/f73a0f0a-38f4-4535-9ed6-ee435492fa1c	Part B – Amendment to the "Part B: Additional Terms and Conditions" section (the 11 September 2025 English Law Securities Conditions, as amended by the 23 January 2026 Supplement, the " 23 January 2026 English Law Securities Conditions ")	6-7
	Part C – Amendment to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section	8-9

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Supplement dated 28 January 2026 to the 11 July 2025 Base Prospectus (the " 28 January 2026 Supplement ") https://sp.morganstanley.com/download/prospectus/d8475552-2949-4c3c-9ac9-f617354c90b8	Part A – Amendments to the "Additional Terms and Conditions" section (the 23 January 2026 English Law Securities Conditions, as amended by the 28 January 2026 Supplement, the " 28 January 2026 English Law Securities Conditions ")	5-6
	Part B – Amendments to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section	7-8
Supplement dated 13 March 2026 to the 11 July 2025 Base Prospectus (the " 13 March 2026 Supplement ") https://sp.morganstanley.com/download/prospectus/fdc5c3c2-aa0c-405a-bbf0-fb7c4577c731	Part B – Amendments to the "Terms and Conditions of the Securities" section (the 28 January 2026 English Law Securities Conditions, as amended by the 13 March 2026 Supplement, the " 13 March 2026 English Law Securities Conditions ")	6-8
	Part C – Amendment to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section	9
	Part D – Amendment to the "Pro Forma Final Terms for Preference Share-Linked Securities" section	10
Supplement dated 15 May 2026 to the 11 July 2025 Base Prospectus (the " 15 May 2026 Supplement ") https://sp.morganstanley.com/download/prospectus/e0becbcd-37da-447a-afb3-671aa41dda7b	Part B – Amendments to the "Terms and Conditions of the Securities" section (the 13 March 2026 English Law Securities Conditions, as amended by the 15 May 2026 Supplement, the " 15 May 2026 English Law Securities Conditions ")	9
	Part D – Amendment to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section	12
July 2025 Form of Final Terms, as supplemented by the terms set out on pages 5-13 of the 11 September 2025 Supplement under the heading "Part B – Amendments to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section" (the " September 2025 Form of Final Terms "). The September 2025 Supplement is available at: https://sp.morganstanley.com/download/prospectus/9112f670-8ad6-4b31-afd6-fc2c234b3915 . ⁽¹⁹⁾		
September 2025 Form of Final Terms, as supplemented by the terms set out on pages 8-9 of the 23 January 2026 Supplement under the heading "Part B – Amendments to the "Part C – Amendment to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section" (the " 23 January 2026 Form of Final Terms "). The 23 January 2026 Supplement is available at: https://sp.morganstanley.com/download/prospectus/f73a0f0a-38f4-4535-9ed6-ee435492fa1c . ⁽²⁰⁾		
23 January 2026 Form of Final Terms, as supplemented by the terms set out on pages 8-9 of the 28 January 2026 Supplement under the heading "Part B – Amendments to the "Part B – Amendments to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section" (the " 28 January 2026 Form of Final Terms "). The 28 January 2026 Supplement is available at: https://sp.morganstanley.com/download/prospectus/d8475552-2949-4c3c-9ac9-f617354c90b8 . ⁽²¹⁾		
28 January 2026 Form of Final Terms, as supplemented by the terms set out on page 9 of the 13 March 2026 Supplement under the heading "Part C – Amendment to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section" and the terms set out on page 10 of the 13 March 2026 Supplement "Part D – Amendment to the "Pro Forma Final Terms for Preference Share-Linked Securities"		

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section" (each of these a "13 March 2026 Form of Final Terms"). The 13 March 2026 Supplement is available at: https://sp.morganstanley.com/download/prospectus/fdc5c3c2-aa0c-405a-bbf0-fb7c4577c731 . ⁽²²⁾		
13 March 2026 Form of Final Terms, as supplemented by the terms set out on page 9 of the 15 May 2026 Supplement under the heading "Part D – Amendment to the "Pro Forma Final Terms for Securities other than Preference Share-Linked Securities" section" (the "15 May 2026 Form of Final Terms"). The 15 May 2026 Supplement is available at: https://sp.morganstanley.com/download/prospectus/e0becbcd-37da-447a-afb3-671aa41dda7b . ⁽²³⁾		

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Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE dated 14 November 2025	(1)	Information Incorporated by Reference	22-34
	(2)	Availability of the Documents	35
Second Supplement dated 26 February 2026 to the Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE dated 14 November 2025	(1)	Part A – Incorporation by Reference	5-6
	(2)	Part C – Amendments to the "Description of Morgan Stanley" Section – paragraphs 8 and 11	12-13
	(3)	Part D – Amendments to the "Description of Morgan Stanley & Co. International plc" section – paragraph 2	15
	(4)	Part E – Amendment to the "Description of Morgan Stanley Europe SE" Section	16
Third Supplement dated 30 April 2026 to the Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE dated 14 November 2025	(1)	Part A – Incorporation by Reference	5-6
	(2)	Part B – Amendment to the "Information incorporated by Reference" section	7
Fourth Supplement dated 21 May 2026 to the Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE dated 14 November 2025	(1)	Part A – Incorporation by Reference	5-6
	(2)	Part B – Amendment to the "Information Incorporated by Reference" section	7
Morgan Stanley			
Morgan Stanley 2026 Proxy Statement		Notice of 2026 Annual Meeting of Shareholders	4
Quarterly Report on Form 10-Q for the quarterly period ended 31 March 2026	(1)	Available Information	3
	(2)	Risk Factors	77
	(3)	Exhibits	77
Annual Report on Form 10-K for the year ended 31 December 2025	(1)	Risk Factors	13-24
	(2)	Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	154
Morgan Stanley & Co. International plc			
Report and Financial Statements for the year ended 31 December 2025	(1)	Strategic Report	3-44
	(2)	Directors' Report	45-49

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Report and Financial Statements for the year ended 31 December 2024	(1) Strategic Report	3-45
	(2) Directors' Report	46-50
Morgan Stanley B.V.		
Report and Financial Statements for the year ended 31 December 2025	Directors' Report	1-10
Report and Financial Statements for the year ended 31 December 2024	Directors' Report	1-10
Morgan Stanley Finance LLC		
Annual financial report for the year ended 31 December 2025	Directors' Report	1-3
(1) Save as provided in Paragraph 9 in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(2) Save as provided in Paragraph 10 in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(3) Save as provided in Paragraph 12(a) in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(4) Save as provided in Paragraph 13(a) in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(5) Save as provided in Paragraph 14(a) in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(6) Save as provided in Paragraph 15(a) in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(7) Save as provided in Paragraphs 12(b), 13(b), 14(b) or 15(b), as applicable, in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(8) Save as provided in Paragraph 16(a) in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(9) Save as provided in Paragraph 17(a) in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(10) Save as provided in Paragraph 16(b) or 17(b), as applicable, in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(11) Save as provided in Paragraphs 18(a) or 18(b), as applicable, in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(12) Save as provided in Paragraph 19, in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(13) Save as provided in Paragraphs 20 or 21, as applicable, in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(14) Save as provided in Paragraphs 22(a) or 22(b), as applicable, in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		
(15) Save as provided in Paragraph 23 in the section entitled " <i>Important Legal Information</i> " of this Base Prospectus.		

Incorporation by Reference

(16) Save as provided in Paragraph 24 in the section entitled "*Important Legal Information*" of this Base Prospectus.

(17) Save as provided in Paragraphs 25(a) or 25(b), as applicable, in the section entitled "*Important Legal Information*" of this Base Prospectus.

(18) Save as provided in Paragraphs 26(a) or 26(b), as applicable, in the section entitled "*Important Legal Information*" of this Base Prospectus.

(19) Save as provided in Paragraph 27 in the section entitled "*Important Legal Information*" of this Base Prospectus.

(20) Save as provided in Paragraph 28 in the section entitled "*Important Legal Information*" of this Base Prospectus.

(21) Save as provided in Paragraph 29 in the section entitled "*Important Legal Information*" of this Base Prospectus.

(22) Save as provided in Paragraph 30 in the section entitled "*Important Legal Information*" of this Base Prospectus.

(23) Save as provided in Paragraph 31 in the section entitled "*Important Legal Information*" of this Base Prospectus.

Any statement contained in this Base Prospectus or any documents incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document subsequently incorporated by reference and in respect of which a supplement to this Base Prospectus is prepared modifies or supersedes such statement.

The information about Morgan Stanley, MSI plc, MSBV, MSFL and MSESE incorporated by reference in this Base Prospectus (the "**Incorporated Information**") is considered to be part of this Base Prospectus. Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any documents incorporated by reference into the documents listed above do not form part of this Base Prospectus.

For the purposes of Article 19.1 of the Prospectus Regulation, any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

OVERVIEW OF THE POTENTIAL FOR DISCRETIONARY DETERMINATIONS BY THE DETERMINATION AGENT AND THE ISSUER

Under the Conditions of the Securities, following the occurrence of certain events outside of its control, the Determination Agent or the Issuer (as applicable) may exercise discretion to take one or more actions available to it in order to deal with the impact of such events on the Securities or the Issuer's hedging arrangements. **Any such discretionary determination by the Determination Agent or the Issuer could have a negative impact on the value of and return on the Securities and (amongst other things) could result in their early redemption.**

Below is an overview of the types of events that could give rise to a discretionary determination by the Determination Agent or the Issuer and the actions available to them to deal with the impact of such events.

The specific events and available actions will vary depending on the particular issue of Securities. Investors should also read the Conditions of the Securities (set out in "*Terms and Conditions of the Securities*" of this Base Prospectus below) together with the relevant Issue Terms, which sets out in full the terms summarised below. This section is qualified in its entirety by the detailed provisions set out in the Conditions of the Securities.

1. Types of events that could give rise to a discretionary determination by the Determination Agent or the Issuer

There are three broad types of external events which could trigger a discretionary determination to be made by the Determination Agent or the Issuer (as applicable):

- (i) external events affecting Floating Rate Securities – see paragraph 4 below;
- (ii) external events affecting the Relevant Underlying(s) – see paragraph 5 below; and
- (iii) external events affecting the Issuer's hedging arrangements or the regulatory capital position of the Issuer and/or any Affiliate – see paragraph 6 below.

Under the Conditions of the Securities, there are also other types of events which could give rise to a discretionary determination by the Determination Agent or the Issuer.

For example:

- (I) if the performance of the Issuer's obligations under the Conditions or, if applicable, the Guarantor's under the Guarantee, becomes or will become unlawful (in whole or in part) or certain taxation events occur, the Determination Agent may determine that the Securities shall redeem early. See Condition 16.2 (*Tax Redemption – Morgan Stanley and MSFL Securities*), Condition 16.3 (*Tax Redemption – MSI plc, MSBV and MSESE Securities*) and Condition 23 (*Illegality and Regulatory Event*) in ("Part 1: General Terms and Conditions" in "*Terms and Conditions of the Securities*"); or
- (II) if an event or circumstance occurs which makes it impossible, unlawful or impracticable for the Issuer, the Determination Agent or any of their affiliates for any reason beyond their reasonable control to, amongst other things, (i) convert the relevant currency into a specified currency (ii) determine the exchange rate in respect of such currencies or (iii) transfer the relevant currency and the Securities are not Commodity-Linked Securities, the Issuer may elect to (a) continue to make payments under the Securities in the specified currency determined at an exchange rate to be determined by the Determination Agent, (b) redeem the Securities early or (c) suspend payments under the Securities until such event or circumstance has ceased or is no longer in effect (See Condition 34 (*Inconvertibility Events*)).

Some of the events will only apply to certain types of Relevant Underlying(s) and/or may only apply in relation to any particular issuance of Securities if specified to be applicable in the relevant Issue Terms.

2. If such an event occurs, what are the discretionary determinations that the Determination Agent or Issuer may take?

Broadly, depending on the terms of the particular issue of Securities (with consideration to the fact that different terms may apply to different types of Relevant Underlying(s) and where specified to be applicable in the relevant Issue Terms), the Determination Agent or the Issuer (as applicable) may take one or more of the following actions in order to deal with the effect of the events outlined above:

2.1 Adjustments: In respect of Equity-Linked Securities, Commodity-Linked Securities, Fund-Linked Securities, Currency-Linked Securities and Inflation-Linked Securities, the Determination Agent may adjust the terms and conditions of the Securities to account for the economic effect of the external event in respect of the Relevant Underlying(s) on the Securities or to preserve as nearly as practicable the economic equivalence of the Securities before and after the external event in respect of the Relevant Underlying(s) or may make any adjustment to the terms and conditions of the Securities that the Determination Agent considers appropriate to any variable relevant to the redemption, settlement or payment terms of the Securities or, if applicable, any other adjustment, as applicable depending on the type of Securities and the relevant external event. This may include adjustments to the amount(s) payable and/or any variable relevant to payment or delivery under the Securities.

2.2 Substitution: In respect of:

- (a) **Equity-Linked Securities where the Relevant Underlying is an ETF Interest.** Following an Extraordinary ETF Event (as described below) or an Extraordinary Event, the Determination Agent may, within a certain period, substitute the Relevant Underlying(s) with a replacement asset satisfying the criteria set out in Condition 9 (*Provisions relating to Equity-Linked Securities*); and
- (b) **Fund-Linked Securities.** Following a Fund Event (as described below), the Issuer may, within a certain period, direct the Determination Agent to substitute the Relevant Underlying(s) with a replacement asset satisfying the criteria set out in Condition 13 (*Provisions relating to Fund-Linked Securities*).
- (c) **Equity-Linked Securities where the Relevant Underlying is a Share.** Following an Extraordinary Event (as described below), the Determination Agent may, within a certain period, substitute the Relevant Underlying(s) with a replacement asset satisfying the criteria set out in Condition 9 (*Provisions relating to Equity-Linked Securities*);

2.3 Early Redemption

The Issuer may redeem the Securities early by payment of the applicable early redemption amount following such determination by the Issuer. See Risk Factor 7.3 (*The Securities may be redeemed prior to maturity*).

In addition, if the Determination Agent determines that a market disruption event or a failure to open of an Exchange or Related Exchange has occurred or exists on a relevant date of valuation, the Determination Agent may have the discretion to defer such valuation.

3. Why is it necessary for the Determination Agent and the Issuer to make such discretionary determinations following the occurrence of such events?

In general, such discretion is necessary as such events and circumstances may not be foreseen at the trade date of the Securities but impact the economic or other terms of the Securities. For example, it may not be reasonably practicable or appropriate for certain valuations to be carried out in relation to the Securities without the exercise of such discretion. Furthermore, such events and circumstances may not be reflected in the pricing of the Securities and/or any arrangements entered into by the Issuer and/or any of its affiliates to hedge obligations under the Securities and, accordingly, without such discretion to, for example, adjust the terms of the Securities, the Issuer may not have been able to issue the Securities on the terms applicable on the Issue Date or at all.

Given that the Securities are linked to one or more Relevant Underlying(s), the investment objective of the Securities is to allow an investor to gain an economic exposure to the Relevant Underlying(s). If a Relevant Underlying is materially impacted by an unexpected event (e.g. a company merges and the original share that constituted a Relevant Underlying is restructured or changed, or the rules of an index

that is a Relevant Underlying are materially modified) then it may not be possible to achieve the investment objective of the Securities based on the original terms and conditions of the Securities. The Issuer or the Determination Agent may need to make certain discretionary determinations in order to preserve the original economic objective and rationale of the Securities.

Further, the Issuer and/or its affiliates may enter into hedging arrangements in order to manage its exposure in relation to its payment obligations under the Securities and to enable it to issue the Securities at the relevant price and on the relevant terms. If the amount(s) payable by the Issuer under the Securities depends on the performance of the Relevant Underlying(s) or an interest rate, the hedging arrangements may involve (a) holding the Relevant Underlying(s) directly; or (b) entering into derivative contracts with counterparties to receive a corresponding economic exposure to the Relevant Underlying(s) or the relevant interest rate, or to hedge the interest rate, currency rate or price risk in relation to the Relevant Underlying(s) or the Securities. The exercise of the Issuer's or Determination Agent's discretion is necessary if an external event occurs subsequent to the issuance of the Securities which negatively impacts the Issuer's hedging arrangements or the costs of maintaining such hedging arrangements. Such external events are unlikely to have been reflected in the original pricing of the Securities.

The Issuer cannot continue to perform its obligations under the Securities if they become or will become illegal. In that case, the Issuer may need to redeem the Securities early. It may also be illegal or impracticable for the Issuer to perform its obligations under the Securities following events which have withholding tax implications.

The outstanding Securities and the hedging arrangements entered into by the Issuer and/or its affiliates in respect of the Securities may need to be taken into account in determining the regulatory capital that the Issuer and any such affiliates may have to maintain. The exercise of the Issuer's or Determination Agent's discretion may be necessary if an external event occurs which materially increases the amount or cost of such regulatory capital.

4. What are the types of external events affecting Floating Rate Securities which could trigger discretionary determinations, and what type of determinations may be made?

One of the external events that may affect Floating Rate Securities are (i) the administrator or regulatory supervisor (or other applicable regulatory body) in connection with the relevant benchmark rate referenced by the Securities announces that the administrator has ceased or will cease permanently or indefinitely to provide such relevant benchmark rate and there is no successor administrator that will continue to provide the relevant benchmark rate; or (ii) unless otherwise specified in the relevant Issue Terms, the relevant benchmark rate may not be used by the Issuer, the Determination Agent or the Calculation Agent under applicable law to perform its or their respective obligations in respect of the Securities (where any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the relevant benchmark rate or the administrator or sponsor of the relevant benchmark rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant official body or, in the case of a benchmark in scope of the amended EU Benchmark Regulation, where the relevant benchmark rate is the object of a public notice of non-compliance with such regulation).

Following the occurrence of any of these events the Determination Agent may replace the relevant benchmark rate with any "Alternative Pre-nominated Reference Rate" which has been specified in the applicable Issue Terms or if no Alternative Pre-nominated Reference Rate is specified in the applicable Issue Terms, with an alternative rate that is consistent with accepted market practice for debt obligations such as the Securities. If an Alternative Pre-nominated Reference Rate or other alternative rate is used then the Determination Agent may also make other adjustments to the Securities, including to the new rate and to the Margin, which are consistent with accepted market practice. If the Determination Agent is unable to identify an alternative rate and determine the necessary adjustments to the terms of the Securities then the Issuer may redeem the Securities.

External events that may affect Floating Rate Securities referencing a CMS Reference are if (a) the administrator or regulatory supervisor (or other applicable regulatory body) in connection with the CMS Reference Rate announces that the administrator has ceased or will cease permanently or indefinitely to provide such rate and there is no successor administrator that will continue to provide such rate or (b) unless otherwise specified in the relevant Issue Terms, the CMS Reference Rate may not be used by the

Issuer, the Determination Agent or the Calculation Agent under applicable law to perform its or their respective obligations in respect of the Securities (as a result of any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the CMS Reference Rate or the administrator or sponsor of the CMS Reference Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant official body or where the CMS Reference Rate is the object of a public notice of non-compliance with the EU Benchmark Regulation), then the interest rate on the Securities will no longer be determined by reference to the CMS Reference Rate, but instead will be determined by reference to a different base rate, which will be a different benchmark than the initial or then current CMS Reference Rate which is referred to as a "Benchmark Replacement," plus any adjustment spread (which may be positive, negative, or zero) as further described in the relevant terms and conditions. Such determinations will be made by the Issuer in its or its designee's sole discretion. The determination of the Benchmark Replacement and any adjustment spread will be made by the Determination Agent. In connection with the implementation of a Benchmark Replacement, changes as the Determination Agent or its designee determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or if adoption of any portion of such market practice is not administratively feasible or no market practice for use of the Benchmark Replacement exists, in such other manner as the Determination Agent or its designee determines is reasonably necessary) may be made to the terms and conditions of the Securities. If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Reference Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, determine that the Securities shall be redeemed as of any later date.

External events that may affect Floating Rate Securities referencing SOFR are if (a) the administrator or regulatory supervisor (or other applicable regulatory body) in connection with SOFR announces that the administrator has ceased or will cease permanently or indefinitely to provide such rate and there is no successor administrator that will continue to provide such rate or (b) the regulatory supervisor in connection with SOFR has made a public statement or publication of information announcing that SOFR is no longer representative, then the interest rate on the Securities will no longer be determined by reference to SOFR, but instead will be determined by reference to a different base rate, which will be a different benchmark than the initial or then current rate of SOFR which is referred to as a "Benchmark Replacement". In connection with the implementation of a Benchmark Replacement, changes as the Issuer or its designee determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or if adoption of any portion of such market practice is not administratively feasible or no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary) may be made to the terms and conditions of the Securities. All such determinations referred to above will be made in the Issuer or the Issuer or its designee's sole discretion.

5. What are the types of external events affecting the Relevant Underlying(s) which could give rise to discretionary determinations, and what type of determinations may be made?

The external events that may affect a Relevant Underlying will vary depending on the type of Relevant Underlying and are summarised in the table below.

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
Shares	Potential Adjustment Events	Corporate actions which have a diluting or concentrative effect on the theoretical value of the relevant shares.	Adjustments (as described in paragraph 2.1 above).
	Extraordinary Events	Events which materially impact the business of the share issuer, such as a merger event, a tender offer, the nationalisation of	Substitution (as described in paragraph 2.2 above). OR

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		the relevant shares or assets of the share issuer, the share issuer becomes insolvent or a delisting of the relevant shares on an exchange.	Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).
ETF Interests	Potential Adjustment Events	Corporate actions which have a diluting or concentrative effect on the theoretical value of the relevant ETF interests.	Adjustments (as described in paragraph 2.1 above).
	Extraordinary Events	Events which materially impact the business of the ETF, such as a merger event, a tender offer, the nationalisation of the relevant shares or assets of the ETF or a service provider of the ETF, the ETF or a service provider of the ETF becomes insolvent or a delisting of the relevant ETF interests or units of holding on an exchange.	Substitution (as described in paragraph 2.2 above). OR Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).
	Extraordinary ETF Events	(Events which could materially affect the value of the relevant ETF interest or the rights or remedies of any investor therein, including any litigation against the ETF or a service provider of the ETF, an allegation of criminal or fraudulent activity is made in respect of the relevant ETF, or any service provider of the relevant ETF, a service provider of the ETF ceases to act in such capacity in relation to the ETF without being immediately replaced in such capacity by a successor acceptable to the Determination Agent and/or any event occurs which causes, or will with the passage of time cause, the failure of the ETF and/or any service provider	Substitution (as described in paragraph 2.2 above). OR Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		of the ETF to meet or maintain any obligation or undertaking under the relevant documents in respect of the ETF. Events involving a material modification, or any announcement regarding a potential future material modification, of the ETF. A material modification, cancellation or disappearance, or any announcement regarding a potential future material modification, cancellation or disappearance, of the type of assets: (a) in which the ETF invests, (b) the ETF purports to track; or (c) the ETF accepts/provides for purposes of creation/redemption baskets. The ETF ceases to be an undertaking for collective investment under the legislation of its relevant jurisdiction. Any relevant activities of or in relation to the ETF or any service provider of the ETF are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law. The value of any ETF interest held by the Issuer and its affiliates is greater than 10 per cent. of the aggregate net asset value of the relevant ETF.	
Equity indices	Successor Index	The relevant index is either (i) calculated and announced by a successor sponsor or (ii) replaced by a successor index (using the same or substantially	Replace the relevant index with successor index.

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		similar formula for calculating the index).	
Equity indices	Index Adjustment Events	Index Modification: The relevant sponsor announces that it will make a material change in the formula for or the method of calculating the index or in any other way materially modifies the index. Index Disruption: The relevant sponsor fails to calculate and announce the relevant index.	Calculate the value of the index using, instead of a published value for the index, the level for that index determined in accordance with the formula for and method for calculating that index last in effect prior to the change or failure, but using only those Securities that comprised the index immediately prior to the change or failure. OR If the above would be unlawful or would contravene any applicable licensing requirements, Early redemption (as described in paragraph 2.3 above).
	Index Adjustment Events	Index Cancellation: The relevant sponsor permanently cancels the index and no successor index exists. Administrator/Benchmark Event: The index may not be used by the Issuer, the Determination Agent or the Calculation Agent under applicable law to perform its or their respective obligations in respect of the Securities or any related hedging arrangements (as a result of (i) any authorisation, registration, recognition, endorsement equivalence decision, approval or inclusion in any official register in respect of the index or the administrator or sponsor of the relevant index has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or	Adjustments (as described in paragraph 2.1 above), including adjustments to the terms of the Securities so that references to the original index will be replaced by references to an alternative pre-nominated index and to implement an adjustment payment. OR Early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		withdrawn by the relevant official body or (ii) any relevant competent authority or other relevant official body issuing a public notice with respect to the relevant index).	
Commodities	Commodity Disruption Events	Price Source Disruption: A disruption with respect to the relevant price source, including the failure of the price source to announce or publish the price of the relevant commodity or the temporary or permanent discontinuance or unavailability of the relevant price source. Trading Disruption: The material suspension of, in the material limitation imposed on, or trading in the relevant commodity futures contract or the commodity on the relevant exchange. Disappearance of Commodity Reference Price: (i) the permanent discontinuation of trading in the relevant futures contract on the relevant exchange, (ii) the disappearance of, or of trading in, the relevant commodity; or (iii) the disappearance or permanent discontinuance or unavailability of a commodity reference price. Material Change in Formula: The occurrence of a material change in the formula of or method of calculating the relevant commodity reference price. Material Change in Content: The occurrence of a material change in the content, composition or	If Determination Agent Determination is specified as applicable in the relevant Issue Terms as the Commodity Disruption Fallback, the Determination Agent will determine, in its reasonable discretion, the value of the commodity or commodity futures contract (or a method for determining the value of the commodity or commodity futures contract), taking into consideration the latest available quotation for the relevant commodity reference price and any other information that it deems relevant.

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		constitution of the relevant commodity or the relevant futures contract. Tax Disruption: The imposition of, change in or removal of certain taxes on, or measured by reference to, the relevant commodity by any government or taxation authority, if the direct effect of such imposition, change or removal is to impact the value of the relevant commodity or commodity futures contract on the day that would otherwise be a pricing date from what it would have been without that imposition, change or removal.	
	Administrator/ Benchmark Event	The relevant commodity benchmark (other than a commodity index) may not be used by the Issuer, the Determination Agent or the Calculation Agent under applicable law to perform its or their respective obligations in respect of the Securities or any related hedging arrangements (as a result of (i) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the relevant commodity benchmark or the administrator or sponsor of the relevant commodity benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant official body or (ii) any relevant competent authority or other relevant official body issuing a public notice with respect to the relevant benchmark).	If Determination Agent Determination is specified as applicable in the relevant Issue Terms as the Commodity Disruption Fallback, the Determination Agent will determine, in its reasonable discretion, the value of the commodity or commodity futures contract (or a method for determining the value of the commodity or commodity futures contract), taking into consideration the latest available quotation for the relevant commodity reference price and any other information that it deems relevant. OR Early redemption (as described in paragraph 2.3 above) in certain circumstances, provided that such early redemption will be mandatory.

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
Commodity indices	Commodity Index Disruption Events	A temporary or permanent failure by the applicable exchange or other price source to announce or publish the relevant price of the commodity or the occurrence in respect of any component of the relevant commodity index of a Commodity Disruption Event (as described above).	If the event continues with respect to any component(s) for five consecutive trading days, the Determination Agent determines the value of the relevant commodity index using the formula for calculating the commodity index last in effect prior to the event. OR Early redemption (as described in paragraph 2.3 above) in certain circumstances, provided that such early redemption will be mandatory.
	Successor Sponsor or index	If the relevant commodity index is permanently cancelled or is not calculated and announced by the sponsor of the commodity index or any of its affiliates but is calculated and announced by a successor sponsor acceptable to the Determination Agent or replaced by a successor index using, in the determination of the Determination Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of such commodity index.	Price of commodity to be determined by reference to the commodity index as so calculated and announced by the successor sponsor or successor index.
	Commodity Index Adjustment Events	Commodity Index Cancellation: The relevant sponsor permanently cancels the commodity index and no successor index exists. Administrator/Benchmark Event: The commodity index may not be used by the Issuer, the Determination Agent or the Calculation Agent under applicable law to perform	Adjustments (as described in paragraph 2.1 above), including adjustments to the terms of the Securities so that references to the original index will be replaced by references to an alternative pre-nominated index and to implement an adjustment payment. OR

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		its or their respective obligations in respect of the Securities or any related hedging arrangements (as a result of (i) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the relevant benchmark rate or the administrator or sponsor of the relevant benchmark rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant official body) or (ii) any relevant competent authority or other relevant official body issuing a public notice with respect to the relevant index).	Early redemption (as described in paragraph 2.3 above).
		Commodity Index Modification: The relevant sponsor announces that it will make a material change in the formula for or the method of calculating the commodity index or in any other way materially modifies the commodity index. Commodity Index Disruption: The relevant sponsor fails to calculate and announce the relevant commodity index for three trading days and there is no successor sponsor or successor index.	Calculate the value of the index using, instead of a published level for the commodity index, the level for that commodity index as at the relevant determination date as determined in accordance with the formula for and method for calculating that commodity index last in effect prior to the change or failure, but using only those futures contracts that comprised the commodity index immediately prior to the change or failure. OR If the above would be unlawful or would contravene any applicable licensing requirements, early redemption (as described in paragraph 2.3 above).
	Inconvertibility Event	An event or circumstance occurs which makes it impossible, unlawful or	The Issuer will continue to make payments under the Securities in the specified

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		commercially impracticable for the Issuer to, amongst other things: (i) convert the relevant currency into a specified currency; or (ii) deliver the relevant currency into or between accounts in the relevant jurisdiction.	currency determined at an exchange rate to be determined by the Determination Agent.
Currencies	Currency Disruption Events	Price Source Disruption: It becomes impossible to determine the relevant rate on the relevant date. Additional Price Source Disruption: In relation to the determination of the Relevant Underlying value on any relevant date: (a) the relevant exchange rate is not displayed on the price source or any successor page for such relevant date, (b) such relevant date is any unscheduled holiday; or (c) the exchange rate so displayed on the price source is manifestly incorrect. Price Materiality Event: which means the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage.	Determination Agent to determine the relevant rate in its reasonable discretion.
	Administrator/Benchmark Event	The relevant rate, benchmark or price source may not be used by the Issuer, the Determination Agent or the Calculation Agent under applicable law to perform its or their respective obligations in respect of the Securities or any related hedging arrangements (as a result of (i) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the relevant rate, benchmark price source or the	Determination Agent to determine the relevant rate in its reasonable discretion. OR If the Determination Agent determines that it is unable to determine the relevant rate with the relevant fallback, early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		administrator or sponsor of the relevant rate, benchmark or price source has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant official body or (ii) any relevant competent authority or other relevant official body issuing a public notice with respect to the relevant benchmark).	
Inflation indices	Delay of publication (other than where the relevant inflation index is UDI Fixing)	Any level of an inflation index for a Reference Month which is relevant to the calculation of a payment under the securities has not been published or announced by a certain cut-off date prior to the relevant payment date.	Determination Agent to determine the level of the inflation index.
	Cessation of publication (other than where the relevant inflation index is UDI Fixing)	A level for the inflation index has not been published or announced for two consecutive months or the sponsor of the inflation index announces that it will no longer continue to publish or announce the inflation index.	The Determination Agent shall determine a successor inflation index for the purposes of the Securities by using a prescribed methodology, provided that if the successor inflation index has not been so determined by a specific cut-off date the Determination Agent will determine an appropriate alternative index. OR If no successor inflation index has been determined by a specific cut-off date, early redemption (as described in paragraph 2.3 above), provided that such early redemption will be mandatory.
	Rebasing of the inflation index (other than where the relevant inflation index is UDI Fixing)	An inflation index has been or will be rebased.	The Determination Agent shall make such adjustments as are made by the Determination Agent pursuant to the terms and conditions of the Related

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
			Bond, if any, to the levels of the rebased inflation index so that the rebased inflation index levels reflect the same rate of inflation as the inflation index before it was rebased. If there is no Related Bond, the Determination Agent shall make adjustments to the levels of the rebased inflation index so that the rebased inflation index levels reflect the same rate of inflation as the inflation index before it was rebased.
	Material modification prior to payment date (other than where the relevant inflation index is UDI Fixing)	On or prior to a specific cut-off date before a relevant payment date in relation to the Securities, the sponsor of the inflation index announces that it will make a material change to the inflation index.	The Determination Agent shall make any such adjustments to the Inflation Index consistent with adjustments made to the Related Bond, or, if there is no Related Bond, only those adjustments necessary for the modified inflation index to continue as the inflation index.
	Manifest error in publication (other than where the relevant inflation index is UDI Fixing)	The sponsor of the inflation index has corrected the level of the inflation index to remedy a manifest error in its original publication within thirty days of publication and prior to the redemption of the Securities or payments in respect of any relevant payment date in relation to the Securities.	The Determination Agent will notify the holders of the Securities of (i) that correction, (ii) the adjusted amount that is then payable under the Securities as a result of that correction and (iii) take such other action as it may deem necessary to give effect to such correction, subject to certain specified provisos.
	UDI Index Events (where the relevant inflation index is UDI Fixing)	(a) the inflation index is not calculated and/or published in a timely manner by the Central Bank of the United Mexican States (<i>Banco de México</i>) (the " Central Bank "); or (b) the Central Bank ceases to publish the inflation index or publishes a successor unit of value; or (c) the Central Bank makes a material change in the	The level of the inflation index shall be as determined by the Determination Agent in good faith and in a commercially reasonable manner.

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		method of calculating the inflation index; or (d) the Central Bank in any way materially modifies or restates previously published rates of the inflation index; or (e) the United Mexican States ("Mexico"), or any of its agencies, instrumentalities or entities (including, without limitation, the Central Bank) by means of any law, regulation, ruling, directive or interpretation, whether or not having the force of law, takes any action which legally or de facto prevents or has the effect of restricting or limiting the calculation or publication of the inflation index or any of the values used to determine the inflation index; or (f) Mexico continues to publish the inflation index but applies an alternate index to a substantial portion of its local debt; or (g) the inflation index is otherwise not available.	
Funds	Potential Adjustment Events	Corporate actions which have a diluting or concentrative effect on the theoretical value of the relevant fund interests.	Adjustments (as described in paragraph 2.1 above).
	Fund Events	Events which materially impact the business of a fund, its management company or its service providers, including insolvency, a merger, termination of the fund, nationalisation of a fund, and other fund-related events such as litigations involving a fund, events which affect the calculation of the net asset value and performance of a fund, or which affect the trading of a fund, any operational	Substitution (as described in paragraph 2.2 above). OR Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		failures, or other legal and regulatory constraints.	
Futures contract	Administrator/ Benchmark Event	The relevant benchmark may not be used by the Issuer, the Determination Agent or the Calculation Agent under applicable law to perform its or their respective obligations in respect of the Securities or any related hedging arrangements (as a result of (i) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the relevant benchmark or the administrator or sponsor of the relevant benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant official body or (ii) any relevant competent authority or other relevant official body issuing a public notice with respect to the relevant benchmark).	Adjustments (as described in paragraph 2.1 above), including adjustments to the terms of the Securities so that references to the original futures contract will be replaced by references to an alternative pre-nominated futures contract and to implement an adjustment payment. OR Early redemption (as described in paragraph 2.3 above).
	Disappearance or Non-commencement of Futures Contract or Settlement Price	(i) The permanent discontinuation of the relevant futures contract or of trading in the relevant futures contract on the relevant exchange, (ii) the disappearance or permanent discontinuance or unavailability of a relevant settlement price; or (iii) trading in the relevant futures contract never commenced, and, in any such case, no successor futures contracts exists.	Adjustments (as described in paragraph 2.1 above), including adjustments to the terms of the Securities so that references to the original futures contract will be replaced by references to an alternative pre-nominated futures contract and to implement an adjustment payment. OR Early redemption (as described in paragraph 2.3 above).
	Futures Contract Adjustment Events	Price Source Disruption: (i) The failure of the sponsor of the futures contract to announce or publish the relevant	Substitution (as described in paragraph 2.2 above). OR

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		settlement price; or (ii) the failure by the relevant exchange to publish the relevant settlement price. Trading Restriction: The material suspension of, in the material limitation imposed on, trading in the relevant futures contract on the exchange or any relevant index, rate, asset or reference item underlying such futures contract. Material Change in Formula: The occurrence a material change in the formula for or method of calculating the relevant price of the relevant futures contract. Material Change in Content: The occurrence of a material change in the content, composition or constitution of the relevant futures contract. Tax Disruption: the imposition of, change in or removal of certain taxes on, or measured by reference to, the relevant futures contract by any government or taxation authority, if the direct effect of such imposition, change or removal is to impact the value on the day that would otherwise be a relevant reference date from what it would have been without that imposition, change or removal. Change of Exchange: The futures contract is no longer negotiated on the exchange and/or under a market-standard format but is negotiated on an exchange and/or under a format that is not	Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of determinations
		acceptable to the Determination Agent.	

6. What are the types of external events affecting the Issuer's hedging arrangements or the regulatory capital position of the Issuer and/or its affiliates which could trigger discretionary determinations, and what sorts of determinations will be made?

In addition to the above, the external events that may affect the Issuer's hedging arrangements or the regulatory capital position of the Issuer and/or its affiliates will vary depending on the type of Reference Asset and are summarised in table below:

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of Consequence
Shares, ETF Interests and Equity Indices, Commodities, Commodity Indices, Currencies, Inflation Indices, Futures contracts	Additional Disruption Events	Change in Law: As a result of a change in any applicable law or as a result of a change in the interpretation of any applicable law, (i) it has become illegal to hold, acquire or dispose of any relevant shares or ETF interests or of any financial instrument, contract or other instruments or arrangements, as the case may be, providing exposure to the relevant shares or ETF interests or any relevant index or other asset referenced by the Securities or (ii) the Issuer will incur a materially increased cost in performing its obligations with respect to the Securities. Hedging Disruption: an event which impacts the ability of the Issuer to hedge the risk of the Issuer entering into and performing its obligations under the Securities – for example, if the Issuer is unable to establish a hedge or to realise the proceeds of a hedge. Increased Cost of Hedging: The Issuer would incur a materially increased cost to hedge the	Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of Consequence
		risk of the Issuer entering into and performing its obligations under the Securities or to realise the proceeds of a hedge (except where the increased cost is due to the deterioration of the creditworthiness of the Issuer). If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, (i) "Hedging Disruption" and "Increased Cost of Hedging" will not be Additional Disruption Events and (ii) the summary of the applicable Change In Law events is as follows: Change in Law: As a result of a change in any applicable law or as a result of a change in the interpretation of any applicable law, (i) it has become illegal to hold, acquire or dispose of any relevant shares or ETF interests or of any financial instrument, contract or other instruments or arrangements, as the case may be, providing exposure to the relevant shares or ETF interests or any relevant index or other asset referenced by the Securities or (ii) it will significantly alter the economics of the relevant Securities that existed on the trade date in respect of the Securities, excluding with respect to the Issuer's or any of its Affiliates' hedging arrangements with respect to the Securities.	
Shares and ETF Interests	Additional Disruption Events	Loss of Stock Borrow: The Issuer is not able to borrow the relevant shares	Adjustments (as described in paragraph 2.1 above). OR

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of Consequence
		or ETF interests with respect to the Securities for the purposes of its hedging arrangements. If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, "Loss of Stock Borrow" will not be an Additional Disruption Event.	Early redemption (as described in paragraph 2.3 above).
Funds	Fund Events – Hedging Disruption	An event which impacts the ability of the Issuer or any affiliate of the Issuer to hedge the risk of the Issuer entering into and performing its obligations under the Securities – for example, if the Issuer is unable to establish a hedge or to realise the proceeds of a hedge. It has become illegal for the Issuer or any of its affiliates to hold, acquire or dispose of any relevant fund interests or the Issuer will incur an increased cost in respect of any relevant hedging transactions related to the performance of its obligations with respect to the Securities. The Issuer or any of its affiliates would incur a materially increased cost to hedge the risk of the Issuer entering into and performing its obligations under the Securities or to realise the proceeds of a hedge (except where the increased cost is due to the deterioration of the creditworthiness of the Issuer or any of its affiliates). If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable	Substitution (as described in paragraph 2.2 above). OR Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).

Overview of the Potential for Discretionary Determinations by the Determination Agent and the Issuer

Type of Relevant Underlying	Type of Event	Summary of the event(s)	Type of Consequence
		Issue Terms, none of the events specified will be a Fund Event.	
Futures Contracts	Futures Contract Adjustment Events	Illiquidity Event: the liquidity of the futures contract has decreased significantly, such decrease of liquidity being likely to have a material impact on any hedging arrangements of the Issuer and/or any of its affiliates in connections with the Securities. If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, none of the events specified will be an Illiquidity Event.	Substitution (as described in paragraph 2.2 above). OR Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).
ETF Interests and Futures Contracts	Additional Disruption Event	Increased Regulatory Capital: There would be a material increase in the amount or cost of regulatory capital that would have to be maintained by the Issuer any/or any affiliate in relation to the Securities and/or any related hedge. If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, "Increased Regulatory Capital" will not be an Additional Disruption Event.	Adjustments (as described in paragraph 2.1 above). OR Early redemption (as described in paragraph 2.3 above).

7. How will the Determination Agent and the Issuer make discretionary determinations?

Unless the relevant discretionary term provides otherwise, all discretionary determinations by the Issuer under the Conditions of the Securities shall be made in good faith and in a commercially reasonable manner. Unless the relevant discretionary term provides otherwise (and the Determination Agent is, in certain circumstances, required to act in good faith and in a commercially reasonable manner or in its reasonable discretion), discretionary determinations by the Determination Agent under the Conditions of the Securities shall be made in the its discretion (and it shall have no liability in relation to such determinations except in the case of its wilful default or bad faith).

8. When making discretionary determinations, are the Determination Agent and the Issuer obliged to consider the interests of Securityholders?

No, the Determination Agent acts as an expert and not as an agent of the Issuer and the Securityholders and does not assume any obligations or duty to, or relationship of agency or trust for or with, any Securityholder. In making any determination or exercising any discretion, neither the Issuer nor the Determination Agent is obliged to (and shall not) consider the individual interests or circumstances of any particular investor.

9. What is the effect of such event and/or action taken by the Determination Agent or the Issuer on the Securities?

Any of the above actions, if taken by the Issuer or the Determination Agent, may result in a reduced return on the Securities and/or have a material adverse impact on the value of the Securities. For example, the early redemption amount in respect of the Securities could be less than such investor's initial investment and may be reduced to zero.

Further, if the Securities are redeemed or settled early prior to their scheduled maturity, an investor may be unable to reinvest the redemption proceeds in another investment at the time that provides an equivalent return.

10. Will the Issuer notify me if such an event occurs and/or if it takes any of the above actions?

Yes, the Issuer will generally give notice to Securityholders as soon as practicable upon making any adjustments to the terms and conditions of the Securities, or if it substitutes a Relevant Underlying with a replacement asset, or if the Issuer determines to redeem the Securities early.

TERMS AND CONDITIONS OF THE SECURITIES

The following is the text of the terms and conditions, comprising the general terms and conditions set out in Part 1: (General Terms and Conditions), the additional terms and conditions set out in Part 2: (Additional Terms and Conditions) and, if "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, the supplemental terms and conditions set out in Part 3: (Supplementary Provisions for Belgian Securities), which, as completed by the applicable Issue Terms, will be endorsed on each Security in definitive form (if any) issued under the Program. In the case of any Tranche of Securities which are being (a) offered to the public in a Member State (other than pursuant to one or more exemptions set out in Article 1.4 of the Prospectus Regulation) or (b) admitted to trading on a regulated market in a Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. The terms and conditions applicable to any Security issued in global form will differ from those terms and conditions which would apply to the Security were it in definitive form to the extent described under "Summary of Provisions relating to the Securities while in Global Form" below.

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1. INTRODUCTION

- 1.1 **Program:** Morgan Stanley ("**Morgan Stanley**"), Morgan Stanley & Co. International plc ("**MSI plc**"), Morgan Stanley B.V. ("**MSBV**") and Morgan Stanley Finance LLC ("**MSFL**") have established the Regulation S Program for the issuance of notes and certificates, Series A and Series B, and Warrants (the "**Program**") which provides for the issuance, *inter alia*, of securities which are expressed to be governed by English law (the "**English Law Securities**") or French law (the "**French Law Securities**" and, together with the English Law Securities, the "**Securities**"). Morgan Stanley Europe SE ("**MSESE**") acceded to the Program and became an issuer under the Program on 11 July 2025. References to the "**Issuer**" in these terms and conditions shall mean (i) if the Securities to which these terms and conditions apply are issued by Morgan Stanley, Morgan Stanley, (ii) if the Securities to which these terms and conditions apply are issued by MSI plc, MSI plc, (iii) if the Securities to which these terms and conditions apply are issued by MSBV, MSBV, (iv) if the Securities to which these terms and conditions apply are issued by MSFL, MSFL, or (v) if the Securities to which these terms and conditions apply are issued by MSESE, MSESE. The payment obligations of MSBV in respect of Securities issued by MSBV and the payment obligations of MSFL in respect of Securities issued by MSFL under the Program are (unless, in respect of Securities issued by MSBV only, otherwise specified in the applicable Issue Terms), in each case, guaranteed by Morgan Stanley (in its capacity as Guarantor (the "**Guarantor**")) under the terms of a guarantee dated as of 10 July 2026 (as supplemented and/or amended and/or restated and/or replaced from time to time) (the "**Guarantee**").
- 1.2 **Issue Terms:** Securities issued under the Program are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Securities. Each Tranche is the subject of either (i) a set of Final Terms (each, a "**Final Terms**"), in the case of Securities which are to be admitted to trading on a regulated market in the European Economic Area or offered (such offer, a "**Non-Exempt Offer**") to the public in the European Economic Area and for which a prospectus is required to be published under the Prospectus Regulation, or (ii) a pricing supplement (each, a "**Pricing Supplement**"), in the case of Securities which are (i) neither to be admitted to trading on a regulated market in the European Economic Area nor offered to the public in the European Economic Area or (ii) Securities for which no prospectus is required to be published under the Prospectus Regulation, which, in each case, completes the general terms and conditions (the "**General Terms and Conditions**" or "**General Conditions**") and specifies, among other matters, the additional terms and conditions set out in Part 2: (*Additional Terms and Conditions*) below (the "**Additional Terms and Conditions**" or "**Additional Conditions**") and whether the supplemental terms and conditions set out in Part 3: (*Supplementary Provisions for Belgian Securities*) below are applicable (the "**Belgian Supplemental Conditions**" and the Additional Terms and Conditions and, if applicable, the Belgian Supplemental Conditions together with the General Terms and Conditions, the "**Base Conditions**"), if any, applicable in relation to such Series. For the purposes hereof, "**Issue Terms**" means either (i) where the Securities are to be admitted to trading on a regulated market in the European Economic Area or offered to the public in the European Economic Area and for which a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms or (ii) where the Securities are neither to be admitted to trading on a regulated market in the European Economic Area nor offered to the public in the European Economic Area or for which no prospectus is required to be published under the Prospectus Regulation, the applicable Pricing Supplement, and should be construed accordingly. The terms and conditions applicable to any particular Tranche of Securities are the Base Conditions as completed by the applicable Issue Terms (the "**Conditions**" or "**Terms and Conditions**" of such Tranche of Securities).
- 1.3 **Issue and Paying Agency Agreement:** English Law Securities are the subject of an issue and paying agency agreement dated 17 July 2013, as last modified and restated on 10 July 2026 (such agreement as from time to time further amended, supplemented and/or restated, the "**Issue and Paying Agency Agreement**") between Morgan Stanley, MSI plc, MSBV, MSFL, MSESE, The Bank of New York Mellon S.A./N.V., Luxembourg Branch as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Securities), the transfer agents named therein (together with the Registrar, the "**Transfer Agents**", which expression includes any successor or additional transfer agents appointed from time to time in connection with the Securities) and The Bank of New York Mellon, London Branch as fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Securities) and together with any additional paying agents appointed pursuant thereto, the "**Paying Agents**", which expression includes any successor paying agents appointed from time to time in connection with the Securities). The Fiscal Agent is also appointed as initial calculation agent. In respect

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of English Law Securities, in these Base Conditions references to the "**Agents**" are to the Paying Agents (as defined in this Condition 1.3) and the Transfer Agents and any reference to an "**Agent**" is to any one of them. For the avoidance of doubt, in respect of English Law Securities, references herein to the Fiscal Agent are to The Bank of New York Mellon, London Branch.

- 1.4 **SEB Issuing and Paying Agent Agreement and MSESE Issuing and Paying Agent Agreement:** In relation to issues of Nordic Securities (as defined below), Skandinaviska Enskilda Banken AB (publ) (the "**Nordic Issuing Agent**", which expression shall include any successor or additional Nordic issuing agent appointed in respect of Nordic Securities), MSBV and MSI plc have entered into an agreement dated 11 April 2016 (such agreement as amended on 12 March 2026 and 7 July 2026 and as may be further amended, supplemented and/or restated from time to time, the "**SEB Issuing and Paying Agent Agreement**").

The Nordic Securities issued by MSESE shall be the subject of such issuing and paying agent agreement (the "**MSESE SEB Issuing and Paying Agent Agreement**") as may be entered into in relation thereto between MSESE and the Nordic Issuing Agent as amended from time to time.

- 1.5 **Euroclear Agreement:** In relation to issues of Uncertificated Securities (as defined below), MSBV, MSI plc, MSESE and the Guarantor have entered into an agreement dated 17 July 2013, as last modified and restated on 10 July 2026 (such agreement as amended and/or supplemented and/or restated from time to time, the "**Euroclear Agreement**") with Computershare Investor Services (Guernsey) Limited as registrar in respect of Uncertificated Securities (the "**Euroclear Registrar**", which expression shall include any successor or additional Euroclear registrar appointed in respect of Uncertificated Securities).

- 1.6 **French Agency Agreement:** French Law Securities are the subject of a French law agency agreement to be entered into between Morgan Stanley, MSIP, MSBV, MSFL, MSESE and the entities named therein as principal paying agent (the "**Principal Paying Agent**", which expression includes any successor principal paying agent appointed from time to time in connection with the Securities), fiscal agent (the "**Fiscal Agent**", which expression includes any successor fiscal agent appointed from time to time in connection with the Securities) and Paris paying agent (the "**Paris Paying Agent**", which expression includes any successor Paris paying agent appointed from time to time in connection with the Securities and, together with the Principal Paying Agent and the Fiscal Agent, the "**Paying Agents**", which expression includes any successor or additional paying agents appointed from time to time in connection with the Securities) (such agreement as may be further amended and/or supplemented and/or restated from time to time, the "**French Agency Agreement**"). The Fiscal Agent is also appointed as initial calculation agent. In respect of French Law Securities, in these Base Conditions references to the "**Agents**" are to the Paying Agents (as defined in this Condition 1.6) and any reference to an "**Agent**" is to any one of them. For the avoidance of doubt, in respect of French Law Securities, references herein to the Fiscal Agent are to Citibank N.A., London Branch.

- 1.7 **Deed of Covenant:** Securities issued by Morgan Stanley in global form are constituted by a deed of covenant entered into by Morgan Stanley dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**Morgan Stanley Deed of Covenant**"); Securities issued by MSI plc in global form or in dematerialised form are constituted by a deed of covenant entered into by MSI plc dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSI plc Deed of Covenant**"); Securities issued by MSBV in global form or in dematerialised form are constituted by a deed of covenant entered into by MSBV dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSBV Deed of Covenant**"); Securities issued by MSFL in global form are constituted by a deed of covenant entered into by MSFL dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSFL Deed of Covenant**"); Securities issued by MSESE in global form or in dematerialised form are constituted by a deed of covenant entered into by MSESE dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**MSESE Deed of Covenant**", together with the Morgan Stanley Deed of Covenant, the MSI plc Deed of Covenant, the MSBV Deed of Covenant and the MSFL Deed of Covenant, the "**Deeds of Covenant**").

- 1.8 **The Securities:** All subsequent references in these Base Conditions to "**Securities**" are to the Securities which are the subject of the applicable Issue Terms. Copies of the applicable Issue Terms are available for inspection by Securityholders during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.

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- 1.9 **Summaries:** Certain provisions of these Base Conditions are summaries of the Issue and Paying Agency Agreement, the SEB Issuing and Paying Agent Agreement, the MSESE SEB Issuing and Paying Agent Agreement, the Euroclear Agreement, the French Agency Agreement, the Deed of Covenant and the Guarantee and are subject to their detailed provisions. The holders of the Securities (the "**Securityholders**") are bound by, and are deemed to have notice of, all the provisions of each of the Issue and Paying Agency Agreement, the SEB Issuing and Paying Agent Agreement, the MSESE SEB Issuing and Paying Agent Agreement, the Euroclear Agreement, the French Agency Agreement, the Deed of Covenant and the Guarantee as are applicable to them. Copies of the Issue and Paying Agency Agreement, the SEB Issuing and Paying Agent Agreement, the MSESE SEB Issuing and Paying Agent Agreement, the Euroclear Agreement, the French Agency Agreement, the Deed of Covenant and the Guarantee are available for inspection by Securityholders during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.
- 1.10 **Type:** The applicable Issue Terms will specify whether the Securities are Notes or Certificates. Notes will be issued in an amount equal to the Aggregate Nominal Amount and in the Specified Denomination(s) specified in the applicable Issue Terms. Certificates will be issued in the Number of Units and with the Specified Unit Value specified in the applicable Issue Terms.
- 1.11 **Certificates to be offered/traded in Italy:** In case of Certificates offered in a Non-exempt Offer in Italy and/or traded on EuroTLX Cert-X Segment and SeDeX, any references in the Conditions to (i) "redemption", "redeem" and "redeemed" shall be construed to be to "termination" and "terminate" and "terminated", (ii) "principal" and "principal amount", respectively, shall be construed to be to "invested amount", (iii) "settlement" and "settle" and "settled" shall be construed to be to, respectively, "termination" and "terminate" and "terminated", (iv) "interest", "interest payment date", "interest period" and "interest rate" shall be construed to be to "premium", "premium payment date", "premium period", "premium rate" and "premium underlying", and (v) "maturity date" shall be construed to be to "final termination date", and all related expressions shall be construed accordingly.

2. INTERPRETATION

2.1 Definitions

In these General Conditions the following expressions have the following meanings:

"Accrual Yield" means the rate specified as such in the applicable Issue Terms;

"Additional Business Centre(s)" means the city or cities specified as such in the applicable Issue Terms;

"Administrator/Benchmark Event" means, in respect of any Securities, delivery of a notice by the Determination Agent to the Issuer and the Fiscal Agent specifying that:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that any of the Issuer, the Determination Agent or the Calculation Agent is not, or will not be, permitted under any applicable law or regulation to use the Relevant Benchmark to perform its of their respective obligations in respect of the Securities or any related hedging arrangements; or
- (ii) any relevant competent authority or other relevant official body issues a public notice with respect to the Relevant Benchmark pursuant to the EU Benchmark Regulation (Regulation (EU) 2016/1011), as amended from time to time with the effect that any of the Issuer, the Determination Agent or the Calculation Agent is not, or may not be, permitted under any applicable law or regulation to use the Relevant Benchmark to perform its or their respective obligations in respect of the Securities or any related hedging arrangements,

and provided that if in the determination of the Determination Agent any event may be an Administrator/Benchmark Event pursuant to both paragraph (i) above and this paragraph (ii), the applicable Administrator/Benchmark Event for the purposes of the Securities shall occur pursuant to whichever paragraph the Determination Agent determines is first satisfied.

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For the avoidance of doubt, Administrator/Benchmark Event shall not apply where the Relevant Rates Benchmark is SOFR (see Condition 6.8 (*Provisions specific to SOFR as Reference Rate*) below);

"Administrator/Benchmark Event Date" means, in respect of any Securities and an Administrator/Benchmark Event, the date on which:

- (i) the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is (as applicable):
 - (a) required under any applicable law or regulation; or
 - (b) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Relevant Benchmark is not permitted to be used under the Securities following rejection, refusal, suspension or withdrawal; or
- (ii) the public notice is issued,

or, in each case, if such date occurs before the Issue Date, the Issue Date;

"Aggregate Nominal Amount" means, in relation to a Series of Notes, the amount specified in the applicable Issue Terms;

"Alternative Pre-nominated Index" means, in respect of a Relevant Benchmark, the first of the indices, benchmarks or other price sources specified in the applicable Issue Terms as an "Alternative Pre-nominated Index" that is not subject to an Administrator/Benchmark Event or (in the case of Equity-Linked Securities) an Index Cancellation or an Index Modification or (in the case of Commodity-Linked Securities which reference a Commodity Index) a Commodity Index Cancellation or a Commodity Index Modification;

"Benchmark" means the Secured Overnight Financing Rate with the applicable period of maturity (which shall be daily); provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Secured Overnight Financing Rate with the applicable period of maturity (which shall be daily), or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement;

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (ii) the Benchmark Replacement Adjustment;
- (ii) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment;
- (iii) the sum of: (i) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment;

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

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- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest and/or principal, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Interest Period or other period relating to the determination of the relevant rate, and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

- (i) in the case of limb (i) or (ii) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (ii) in the case of limb (iii) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

"Broken Amount" means the amount specified as such in the applicable Issue Terms;

"Business Day" means any day, other than a Saturday or Sunday;

- (i) that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close (a) for Securities denominated in U.S. Dollars, in The City of New York, or (b) for Securities denominated in Sterling, in London, or (c) for Securities denominated in Australian Dollars, in Sydney, or (d) for Norwegian Securities, in Oslo and a day on which the Norwegian CSD and the relevant system in which the Norwegian Securities are registered

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are open for business in accordance with the rules of the Norwegian CSD, or (e) for Danish Securities, in Copenhagen and a day on which the Danish CSD and the relevant system in which the Danish Securities are registered are open for business in accordance with the rules of the Danish CSD, or (f) for Securities (excluding Norwegian Securities or Danish Securities) denominated in a Specified Currency other than U.S. Dollars, euro, Sterling or Australian Dollars, in the principal financial centre of the country of the Specified Currency, and (g) in each (if any) Additional Business Centre; and

- (ii) for Securities denominated in euro, that is also a TARGET Settlement Day and a day that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close in each (if any) Additional Business Centre,

and, in each case, if "Additional Business Centre" is specified to be or to include: (i) **"U.S. Government Securities Business Day"**, then "Business Day" shall also be any day other than a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; or (ii) **"T2"** or **"TARGET Settlement Day"**, then "Business Day" shall include a TARGET Settlement Day;

"Business Day Convention", in relation to any particular date referred to in the Base Conditions or in the applicable Issue Terms which is specified to be adjusted in accordance with a Business Day Convention, the convention for adjusting such date if it would otherwise fall on a day that is not a Business Day, and means any one or more of: Following Business Day Convention, Modified Following Business Day Convention (or Modified Business Day Convention), Preceding Business Day Convention, FRN Convention (or Floating Rate Convention or Eurodollar Convention), No Adjustment (or Unadjusted) or No Adjustment Other Than For Payment Purposes, as specified in the applicable Issue Terms. In this context, if the Business Day Convention specified in the relevant Issue Terms is:

- (i) **"Following Business Day Convention"**, the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"**, the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **"Preceding Business Day Convention"**, the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **"FRN Convention"**, **"Floating Rate Convention"** or **"Eurodollar Convention"**, each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the applicable Issue Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided, however, that:**
 - (a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (b) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (c) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred;
- (v) **"No Adjustment"** or **"Unadjusted"**, the relevant date shall not be adjusted in accordance with any Business Day Convention; and

- (vi) **"No Adjustment Other Than For Payment Purposes"**, the relevant date shall be adjusted in accordance with any of the Business Day Conventions referred to in (i) to (iv) above (as specified in the applicable Issue Terms) for the purposes of determining the date upon which when any payment should be made, but for all other purposes (including the calculation of any Interest Amount, Fixed Coupon Amount, Broken Amount and any other payment due in respect of the Notes) the relevant date shall not be adjusted in accordance with any Business Day Convention.

provided that if ISDA Determination and "Unscheduled Holiday" are applicable in the relevant Issue Terms, then in the case where Modified Following Business Day Convention, Modified Business Day Convention, Preceding Business Day Convention, FRN Convention, Floating Rate Convention or Eurodollar Convention apply to a particular date (including, for the avoidance of doubt, when specified in "No Adjustment Other Than For Payment Purposes") and that date would otherwise fall on a day that is not a Business Day as a result of an Unscheduled Holiday (as defined in the ISDA Definitions but disregarding references to Valuation Business Day and Exercise Business Day and construing references to the Confirmation to mean the applicable Issue Terms) notwithstanding the provisions of (ii) to (iv) above, such day will instead fall on the first following day that is a Business Day;

"Calculation Agent" means, in respect of any Securities, the Fiscal Agent or such other Person specified in the applicable Issue Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s), subject as otherwise provided in these Conditions (including, without limitation, as provided in Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*)), and/or any other amount(s) which may be specified as being calculated by the Calculation Agent in the Conditions;

"Calculation Amount" means, unless otherwise specified in the Issue Terms, (a) in relation to any Series of Notes, (i) where the Notes have only one Specified Denomination, such Specified Denomination; and (ii) where Notes of such Series may have more than one Specified Denomination, the lowest common factor of those Specified Denominations, and (b) in relation to any Series of Certificates, the Specified Unit Value;

"Call Option Date(s)" means, if applicable in respect of any Series of Securities, the date(s) specified as such in the applicable Issue Terms;

"Cash Settlement Securities" means Securities specified as being Securities to which Cash Settlement applies in the applicable Issue Terms or Securities specified as being Securities to which either Physical Settlement or Cash Settlement applies in the applicable Issue Terms and where the conditions to the application of Cash Settlement have been satisfied;

"Clearstream, Luxembourg" means Clearstream Banking, *société anonyme*, Luxembourg;

"CMS Reference Rate" means the rate determined in accordance with Condition 6.7 (*CMS Rate Determination*);

"CMS Reference Rate 1" means the CMS Reference Rate specified as such in the applicable Issue Terms and the terms "Relevant Swap Rate", "Reference Currency", "Designated Maturity", "Relevant Screen Page", "Relevant Time" and "Interest Determination Date" and any other relevant term will each be specified in the applicable Issue Terms under the heading "CMS Reference Rate 1";

"CMS Reference Rate 2" means the CMS Reference Rate specified as such in the applicable Issue Terms and the terms "Relevant Swap Rate", "Reference Currency", "Designated Maturity", "Relevant Screen Page", "Relevant Time" and "Interest Determination Date" and any other relevant term will each be specified in the applicable Issue Terms under the heading "CMS Reference Rate 2";

"CNY Securities" means Securities denominated in CNY or Renminbi deliverable in Hong Kong, or such other CNY Centre as specified in the applicable Issue Terms;

"Corresponding Tenor" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark;

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"**CPI_E**" means the official determination of the Inflation Index published for the Determination Month (Early Redemption) subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"**CPI_{Initial}**" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"**Danish CSD**" means a duly authorised Danish central securities depository under the Consolidated Act No. 464 of 1 May 2026 on Capital Markets in the Kingdom of Denmark, as amended from time to time, which is VP Securities A/S, trading as Euronext Securities Copenhagen, Nicolai Eigtveds Gade 8, DK-1402 Copenhagen, Denmark;

"**Danish Issuing Agent**" means Skandinaviska Enskilda Banken AB (publ) or a duly authorised issuing agent under the relevant NCSD Rules and designated as such by the Issuer in the applicable Issue Terms;

"**Danish Securities**" means any Tranche of Securities issued by MSBV or, as applicable, MSI plc and designated by such Issuer as "Danish Securities" in Part B of the applicable Issue Terms;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in the Base Conditions or the applicable Issue Terms and:

- (i) if "**Actual/Actual (ICMA)**" is so specified, means a fraction equal to "number of days accrued/number of days in year", as such terms are used in Rule 251 of the statutes, by-laws and recommendations of the International Capital Markets Association (the "**ICMA Rule Book**"), calculated in accordance with Rule 251 of the ICMA Rule Book as applied to non-U.S. Dollar denominated straight and convertible bonds issued after 31 December 1998, as though the interest coupon on a bond were being calculated for a coupon period corresponding to the Calculation Period in respect of which payment is being made;
- (ii) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if "**Actual/365L**" is so specified, the actual number of days in the Calculation Period divided by 365 (or, if the last day of the Calculation Period falls in a leap year, 366);
- (v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (vi) if "**30/360**" or "**30/360 (ICMA)**", is so specified, means the number of days in the relevant period (calculated on the basis of a year of 360 days consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed) divided by 360;
- (vii) if "**30/360 (ISDA)**", "**360/360**" or "**Bond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (viii) if "**30E/360**" or "**Eurobond Basis**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30; and

- (ix) if "**30E/360 (ISDA)**" is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period; and

(x) "1/1" is specified in the applicable Issue Terms, 1;

"**Designated Maturity**" means (i) for the purposes of a determination of the CMS Reference Rate, a period of time specified as such in the applicable Issue Terms corresponding to such CMS Reference Rate, and (ii) for any other purposes, a period of time specified as such in the applicable Issue Terms;

"**Determination Agent**" means MSI plc or, if different in relation to any Series of Securities, the Person or entity specified as such in the applicable Issue Terms;

"**Determination Agent Fallback**" has the meaning given in Condition 6.7 (*CMS Rate Determination*);

"**Determination Month (Early Redemption)**" means a calendar month specified as such in the applicable Issue Terms, which may, without limitation, also be expressed as a specified number of months before or after, any date or event as specified in the applicable Issue Terms;

"**DIR Index Level**" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"**Early Redemption Amount**" means, in the case of Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*),

- (i) in the case of Zero Coupon Securities, such amount as may be specified in the applicable Issue Terms or, if applicable, determined in accordance with Condition 16.9 (*Early Redemption of Zero Coupon Securities*);
- (ii) in the case of Preference Share-Linked Securities where the applicable Issue Terms specify "**Early Preference Share Redemption Security Amount**" as being applicable, the Early Preference Share Redemption Security Amount as defined in Condition 14.8 (*Definitions applicable to Preference Share-Linked Securities*); and
- (iii) in the case of any other Securities, such amount as may be specified in the applicable Issue Terms or, if no other amount is specified,
 - (a) if "**Accrued Value**" is, in relation to Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*), specified as being applicable in respect of such Security in the applicable Issue Terms, an amount equal to the sum of:
 - (A) the product of (a) the Calculation Amount of such Security and (b) the percentage produced by the following formula:

$$\text{Reference Price} \times (1 + \text{Accrual Yield})^n$$

where "n" means the number of years from (and including) the Issue Date (or such other date as may be specified in the applicable Issue Terms as the "Accrued Value Commencement Date") to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Security becomes due and payable and the calculation shall be made on the basis of such Day Count Fraction as may be specified in the applicable Issue Terms or, if none is so specified, a Day Count Fraction of 30/360; and

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- (B) accrued interest (if any);
- (b) if "**Fair Market Value Less Costs**" is specified in the applicable Issue Terms with respect to any Security, an amount (determined by the Determination Agent, acting in good faith and in a commercially reasonable manner) equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest) on such day as is selected by the Determination Agent acting in good faith and in a commercially reasonable manner, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
- (c) if "**Fair Market Value**" is specified in the applicable Issue Terms with respect to any Security, an amount (determined by the Determination Agent, acting in good faith and in a commercially reasonable manner) equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest) on such day as is selected by the Determination Agent acting in good faith and in a commercially reasonable manner. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
- (d) if "**Fixed Redemption (Accrued)**" is, in relation to Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*), specified as being applicable in respect of the Securities in the applicable Issue Terms, an amount per Calculation Amount equal to the product of the Specified Rate and the Calculation Amount, together with accrued interest (if any);
- (e) if "**Fixed Redemption (Accrued) Less Costs**" is, in relation to Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*), specified as being applicable in respect of the Securities in the applicable Issue Terms, an amount per Calculation Amount equal to the product of the Specified Rate and the Calculation Amount, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, as calculated by the Determination Agent in its reasonable discretion;
- (f) if "**Fixed Redemption (Unaccrued)**" is, in relation to Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*), specified as being applicable in respect of the Securities in the applicable Issue Terms, an amount per Calculation Amount equal to the product of the Specified Rate and the Calculation Amount, without accrued interest;
- (g) if "**Fixed Redemption (Unaccrued) Less Costs**" is, in relation to Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*), specified as being applicable in respect of the Securities in the applicable Issue Terms, an amount per Calculation Amount equal to the product of the Specified Rate and the Calculation Amount, without accrued interest, less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, as calculated by the Determination Agent in its reasonable discretion;
- (h) if "**Qualified Financial Institution Determination**" is, in relation to Condition 14.5 (*Extraordinary Events*), Condition 22 (*Events of Default*) or Condition 34 (*Inconvertibility Events*), specified as being applicable in respect of the Securities in the applicable Issue Terms, an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at such date as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 Business Days prior to the date fixed for redemption of the Securities) to

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be the amount that a Qualified Financial Institution would charge to assume all of the Issuer's payment and other obligations with respect to such Securities as if no such Event of Default had occurred or to undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Securityholder with respect to the Securities. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or

- (i) if "**Theoretical Value**" is specified as being applicable in respect of such Security in the applicable Issue Terms, an amount equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest) on the day that is two Business Days prior to the date of redemption of the Security, as determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, by reference to factors that the Determination Agent considers relevant, including without limitation, the then (a) interest rates and, (b) the value of each embedded derivative but (c) if the relevant Early Redemption Event is an Event of Default, disregarding any change in the creditworthiness of the Issuer since the initial Trade Date. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;

"Early Redemption Amount (Tax)" means:

- (i) if "**Early Redemption Amount (Tax) – Fair Market Value Less Costs**" is specified in the applicable Issue Terms with respect to any Security, an amount (determined by the Determination Agent, acting in good faith and in a commercially reasonable manner) equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest) on such day as is selected by the Determination Agent acting in good faith and in a commercially reasonable manner, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
- (ii) if "**Early Redemption Amount (Tax) – Fair Market Value**" is specified in the applicable Issue Terms with respect to any Security, an amount (determined by the Determination Agent, acting in good faith and in a commercially reasonable manner) equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest) on such day as is selected by the Determination Agent acting in good faith and in a commercially reasonable manner. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
- (iii) if "**Early Redemption Amount (Tax) – Par Less Costs**" is specified in the applicable Issue Terms, an amount equal to the principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates) of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements; or
- (iv) if "**Early Redemption Amount (Tax) – Par**" is specified in the applicable Issue Terms, an amount equal to the principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates) of such Security, together with accrued interest (if any);

"ECB" means the European Central Bank (or its successor);

"ECB €STR Guideline" means Guideline (EU) 2019/1265 of the ECB of 10 July 2019 on the euro short-term rate (€STR) (ECB/2019/19), as amended from time to time;

"ECB's Website" means the website of the ECB, currently at www.ecb.europa.eu or any successor source officially designated by the ECB;

"EEA" means the European Economic Area;

"€STR", in respect of any TARGET Settlement Day, means the euro-short term rate administered by the ECB (or any successor administrator) for such TARGET Settlement Day and published on the ECB's Website (or any other authorised source) as of 9.00 a.m. (Frankfurt time) or, in case a revised euro short-term rate is published as provided in Article 4 subsection 3 of the ECB €STR Guideline as of 11.00 a.m. (Frankfurt time), such revised interest rate (or any amended publication time as specified by the administrator of the euro-short term rate in the euro-short term rate benchmark methodology) and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by the administrator of €STR or such authorised distributors, in each case on the TARGET Settlement Day immediately following such TARGET Settlement Day;

"€STR Rate Cut-Off Date" means the date that is the number of TARGET Settlement Days specified in the applicable Issue Terms (or if none are specified, the second TARGET Settlement Day) prior to the Maturity Date or the redemption date, as applicable;

"Euroclear" means Euroclear Bank S.A./N.V.;

"Euroclear France" means Euroclear France, a subsidiary of Euroclear;

"Euroclear France Account Holder" means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear and the depositary bank for Clearstream;

"Euroclear Registrar" has the meaning given to it in Condition 1.5 (*Euroclear Agreement*);

"Extraordinary Resolution" has the meaning given to it in the Issue and Paying Agency Agreement;

"Fallback Rate Determination" means, in respect of a CMS Reference Rate, any of the following as specified in the applicable Issue Terms as an alternative basis for determining the CMS Reference Rate: (i) Fallback Screen Page, (ii) Mid-Market Quotations, and (iii) Determination Agent Fallback;

"Fallback Screen Page" has the meaning given in Condition 6.7 (*CMS Rate Determination*);

"Fallback SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website;

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source;

"Final Bonus Amount" means the amount, if any, specified as such in the applicable Issue Terms;

"Final Redemption Amount" means, (i) in respect of Linked Redemption Securities, an amount determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, and (ii) in respect of any other Security, its principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates) (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified in the applicable Issue Terms, in each case, if "Final Bonus" is specified as being applicable in the applicable Issue Terms, plus the Final Bonus Amount;

"Finnish CSD" means a duly authorised Finnish central securities depository (Fi.: *Arvopaperikeskus*) under Act on the Book-Entry System and Clearing Operations (Fi.: *Arvo-osuusjärjestelmästä ja selvitystoiminnasta annettu laki*) and the Finnish legislation governing book-entry accounts as well as the regulations and decisions of Euroclear Finland (Fi.: *Laki arvo-osuustileistä sekä Euroclear Finlandin säännöt ja toimitusjohtajan päätökset*), which is expected to be Euroclear Finland Oy, Itämerenkatu 25, FI-00180 Helsinki, Finland (Postal address: Box 1110, FI-00101 Helsinki, Finland);

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"Finnish Issuing Agent" means a duly authorised issuing agent under the relevant NCSD Rules and designated as such by the Issuer in Part B of the relevant Issue Terms;

"Finnish Securities" means any Tranche of Securities issued by MSBV or, as applicable, MSI plc or, as applicable, MSESE, and designated by the Issuer as "Finnish Securities" in the paragraph *"Form of the Securities"* of the applicable Issue Terms;

"Fitch" means Fitch Ratings, Inc.;

"Fixed Coupon Amount" means the amount, if any, specified as such in the applicable Issue Terms;

"Fixed Interest Rate" means the rate or rates (expressed as a percentage per annum) of interest as specified in the applicable Issue Terms;

"Fixed Leg Day Count Basis" means the Day Count Fraction specified as such in the applicable Issue Terms;

"Floating Interest Rate" means the rate or rates (expressed as a percentage per annum) of interest determined in accordance with Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*);

"Floating Leg Day Count Basis" means the Day Count Fraction specified as such in the applicable Issue Terms;

"Floating Leg Rate Option" means the Floating Rate Option (as defined in the ISDA Definitions) specified as such in the applicable Issue Terms;

"Implementation of Financial Transaction Tax Event" means that, on or after the Trade Date of any Securities, due to the adoption of or any change in any applicable law or regulation (including without limitation any law or regulation implementing a system of financial transaction taxes in any jurisdiction, including the European Union relating to any tax, payable in respect of the transfer of, or issue or modification or redemption of, any financial instruments), the Issuer determines (acting in good faith and in a commercially reasonable manner) that either it or any of its Affiliates would incur or has incurred a materially increased amount of tax, transfer tax, duty, stamp duty, stamp duty reserve tax, expense or fee (other than brokerage commissions) to (A) enter into, modify or unwind the Securities or any part thereof, or perform its obligations under such Securities, including for the avoidance of doubt any obligation or exercise of any right to deliver Shares or any other asset or (B) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the relevant Securities or (C) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** the Issuer has determined that the nature of the adoption of or any change in law or regulation is such that it is applicable to investors generally when carrying out similar trading or hedging activities in the relevant jurisdiction;

"Inflation Index" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"Interest Amount" means, in relation to a Security and an Interest Period, the amount of interest payable in respect of that Security for that Interest Period;

"Interest Basis" means, in respect of each type of Securities specified in the Conditions, the relevant provisions applicable to such type of Securities for determining or calculating the interest on such Securities as set out in the Conditions, which shall be in respect of: (i) Fixed Rate Securities, the Fixed Rate Security Provisions, (ii) Step-Up Securities, the Step-Up Security Provisions, (iii) Step-Down Securities, the Step-Down Security Provisions, (iv) Fixed to Floating Rate Securities, the Fixed to Floating Rate Security Provisions, (v) Capped Floating Rate Securities, the Capped Floating Rate Security Provisions, (vi) Floored Floating Rate Securities, the Floored Floating Rate Security Provisions, (vii) Collared Floating Rate Securities, the Collared Floating Rate Security Provisions, (viii) Floating to Fixed Rate Securities, the Floating to Fixed Rate Securities Provisions, (ix) Range Accrual Securities, the Range Accrual Security Provisions, (x) Barrier Securities, the Barrier Security Provisions, (xi) the Steeper Securities, the Steeper Security Provisions, (xii) Digital Option Securities, the Digital

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Option Security Provisions, (xiii) Inverse Floater Securities, the Inverse Floater Security Provisions, and (xiv) Switchable Securities, the Switchable Security Provisions;

"Interest Commencement Date" means the Issue Date of the Securities or such other date as may be specified as the Interest Commencement Date in the applicable Issue Terms. Where the Securities have more than one Interest Basis, an Interest Commencement Date will be specified in the applicable Issue Terms in respect of each such Interest Basis;

"Interest Determination Date" means if the applicable Issue Terms specify: (i) **"Daily Rate Determination"** to be applicable, in respect of a Reference Rate for any relevant day, the Interest Determination Date shall be such relevant day, (ii) **"Periodic Rate Determination"** to be applicable, in respect of a Reference Rate for any Interest Period, the Interest Determination Date shall be the date or dates, if any, specified as such in the applicable Issue Terms, or (iii) SOFR, SONIA, €STR, SARON or TONA as the applicable Reference Rate, the Interest Determination Date(s) shall be the Interest Period End Date at the end of each Interest Period (or such other date or dates, if any, specified as such in the applicable Issue Terms); provided that if any of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay applies, the Interest Determination Date with respect to the final Interest Period for SOFR, SONIA, €STR, SARON or TONA (as the case may be) will be the SOFR Rate Cut-Off Date, the SONIA Rate Cut-Off Date, the €STR Rate Cut-Off Date, the SARON Rate Cut-Off Date or the TONA Rate Cut-Off Date, respectively, **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant Interest Determination Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day; or (D) in the case of Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day and (ii) if any Interest Determination Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Interest Determination Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Interest Determination Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Interest Determination Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Interest Participation Rate" means, in respect of any Interest Rate or Reference Rate (each a **"Relevant Rate"**) for a relevant day (including an Interest Payment Date) and/or for an Interest Period ending on (but excluding) an Interest Payment Date, the amount or percentage rate specified as such in the applicable Issue Terms in respect of such Relevant Rate for such day and/or such Interest Period, or, if a Rate Table is set out in the applicable Issue Terms, each amount or percentage rate specified in the Rate Table in the column headed "Interest Participation Rate" in the row corresponding to such day or corresponding to the date (specified in the column "Interest Payment Date(s)") on which such Interest Payment Date is scheduled to fall, provided that if the applicable Issue Terms specify Interest Participation Rate to be not applicable, it shall be deemed to be equal to one. Where the applicable Issue Terms specify more than one Interest Participation Rate for different Relevant Rates, the Interest

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Participation Rate will be construed to apply to each Relevant Rate for each relevant day (including an Interest Payment Date) and/or each Interest Period;

"Interest Participation Rate 1" means the Interest Participation Rate specified as such in the applicable Issue Terms;

"Interest Participation Rate 2" means the Interest Participation Rate specified as such in the applicable Issue Terms;

"Interest Payment Date" means:

- (i) if none of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay are specified in the relevant Issue Terms as applicable and Delayed Payment is not specified in the relevant Issue Terms as applicable in respect of any Overnight Floating Rate Option (as defined in the ISDA Definitions) or any Index Floating Rate Option (as defined in the ISDA Definitions), the Scheduled Interest Payment Date, if such date is specified in the Base Conditions or the applicable Issue Terms to be subject to adjustment in accordance with a Business Day Convention:
 - (A) such date as adjusted in accordance with the relevant Business Day Convention; or
 - (B) 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 applicable Issue Terms as being 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 of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case),

provided that if the applicable Issue Terms specify "Interest Specified Day(s)" to be applicable and a Relevant Determination Date for such Scheduled Interest Payment Date is adjusted in accordance with the Conditions, the Interest Payment Date shall instead be the day falling the number of Interest Specified Day(s) after (if applicable, the last occurring) such Relevant Determination Date, and no Securityholder shall be entitled to any interest or further payment in respect of such delay; or

- (ii) if:
 - (A) any of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay is specified in the relevant Issue Terms as applicable; or
 - (B) Delayed Payment is specified in the relevant Issue Terms as applicable in respect of any Overnight Floating Rate Option or any Index Floating Rate Option,

the number of Business Days equal to the Interest Payment Delay following each Interest Period End Date; provided that the Interest Payment Date with respect to the final Interest Period will be the Maturity Date or other date for redemption of the relevant Securities;

"Interest Payment Delay" means:

- (i) as specified in the applicable Issue Terms, or if not so specified, (A) in respect of SOFR, two U.S. Government Securities Business Days, (B) in respect of SONIA, two London Banking Days, (C) in respect of €STR, two TARGET Settlement Days, (D) in respect of SARON, two Zurich Banking Days and (E) in respect of TONA, two Tokyo Banking Days; or
- (ii) in respect of any Overnight Floating Rate Option (as defined in the ISDA Definitions) or any Index Floating Rate Option (as defined in the ISDA Definitions) where Delayed Payment is

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specified in the relevant Issue Terms as applicable, the number of Business Days specified in respect of Delayed Payment in the applicable Issue Terms;

"Interest Period" means, subject as otherwise provided in the Conditions, each period beginning on (and including) the Interest Commencement Date or any Interest Period End Date and ending on (but excluding) the next Interest Period End Date or any other period specified as such in the applicable Issue Terms, subject to adjustment in accordance with the relevant Business Day Convention except where specified in the applicable Issue Terms;

"Interest Period End Date" means each Interest Payment Date unless specified otherwise in the relevant Issue Terms;

"Interest Specified Day(s)" means such number of Business Day(s), Clearing System Business Day(s) or calendar days as specified in the applicable Issue Terms;

"ISDA Bespoke Fallbacks" means, in respect of any Floating Rate Option (as defined in the ISDA Definitions), fallbacks other than ISDA Generic Fallbacks;

"ISDA Definitions" means the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as at the date of issue of the first Tranche of the Securities of the relevant Series (as specified in the applicable Issue Terms) as published by the International Swaps and Derivatives Association, Inc.;

"ISDA Fallback Adjustment" means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

"ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"ISDA Generic Fallbacks" means any fallbacks would be required to be determined in accordance with Section 8.6 (*Generic Fallback Provisions*) of the 2021 ISDA Interest Rate Derivatives Definitions;

"Issue Date" means the date specified as such in the applicable Issue Terms;

"Linked Redemption Securities" has the meaning given to it in Condition 8 (*Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked, Preference Share-Linked and Futures Contract-Linked Securities*);

"London Banking Day" or **"LBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"Margin" means, in respect of any Interest Rate or Reference Rate (each a **"Relevant Rate"**) for a relevant day (including an Interest Payment Date) and/or for an Interest Period ending on (but excluding) an Interest Payment Date, the percentage rate specified as such in the applicable Issue Terms in respect of such Relevant Rate for such day and/or such Interest Period, which shall be preceded with either a "+" (plus) or a "-" (minus) sign (provided that if the applicable Issue Terms specify Margin to be not applicable in respect of such Relevant Rate, it shall be deemed to be equal to zero), or if a Rate Table is set out in the applicable Issue Terms, each percentage rate specified in the Rate Table in the column headed "Margin" (which shall be preceded with either a "+" (plus) or a "-" (minus) sign) in the row corresponding to such day or corresponding to the date (specified in the column "Interest Payment Date(s)") on which such Interest Payment Date is scheduled to fall. Where the applicable Issue Terms specify more than one Margin for different Relevant Rates, the Margin will be construed to apply to each Relevant Rate for each relevant day (including an Interest Payment Date) and/or each Interest Period;

"Margin 1" means the Margin specified as such in the applicable Issue Terms;

"Margin 2" means the Margin specified as such in the applicable Issue Terms;

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"Market Exchange Rate" means the noon U.S. Dollar buying rate in The City of New York for cable transfers of a Specified Currency published by the Federal Reserve Bank of New York;

"Maturity Date" means the Scheduled Maturity Date, provided that if the applicable Issue Terms specify "Specified Day(s)" to be applicable and the Relevant Determination Date is adjusted in accordance with the Conditions, the Maturity Date shall instead be the day falling the number of Specified Day(s) after the (if applicable, last occurring) Relevant Determination Date;

"Mid-Market Quotations" means, in relation to the determination of any CMS Reference Rate, the bid and offered rates for the Specified Fixed Leg, calculated on the Fixed Leg Day Count Basis, of a fixed-for-floating Reference Currency interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period or on any relevant day and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on the Floating Leg Day Count Basis, is equivalent to floating leg Floating Rate Option (as defined in the ISDA Definitions) with a designated maturity determined by the Determination Agent by reference to standard market practice and/or the ISDA Definitions;

"Moody's" means Moody's Investors Service, Inc.;

"Morgan Stanley Securities" means all Securities issued by Morgan Stanley;

"MSBV Securities" means all Securities issued by MSBV;

"MSESE Securities" means all Securities issued by MSESE;

"MSFL Securities" means all Securities issued by MSFL;

"MSI plc Securities" means all Securities issued by MSI plc;

"NCSD" means the Danish CSD, the Finnish CSD, the Norwegian CSD or the Swedish CSD, as applicable;

"NCSD Register" means the book entry register maintained by the relevant NCSD on behalf of the Issuer in respect of the relevant Tranche of Nordic Securities;

"NCSD Rules" means any Danish or, as applicable, Finnish or, as applicable, Norwegian or, as applicable, Swedish legislation, regulations, rules and operating procedures applicable to and/or issued by the relevant NCSD (including but not limited to (i) in the case of Danish Securities, the Consolidated Act No. 464 of 1 May 2026 on Capital Markets in the Kingdom of Denmark, as amended from time to time and the Danish laws, regulations and operating procedures applicable to and/or issued by VP Securities A/S, trading as Euronext Securities Copenhagen, from time to time; (ii) in the case of Finnish Securities, the Act on the Book-Entry System and Clearing Operations (Fi.: *Arvo-osuusjärjestelmästä ja selvitystoiminnasta annettu laki*)) and the Finnish legislation governing book-entry accounts as well as the regulations and decisions of Euroclear Finland (Fi.: *Laki arvo-osuustileistä sekä Euroclear Finlandin säännöt ja toimitusjohtajan päätökset*); (iii) in the case of Norwegian Securities, the Norwegian Central Securities Depository Act 2019 (No.: *lov om verdipapirsentraler og verdipapiroppgjør mv. av 15. mars 2019 nr. 6*); and (iv) in the case of Swedish Securities, the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw.: *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*));

"Nordic Issuing Agent" means Skandinaviska Enskilda Banken AB (publ), which may act as the Danish Issuing Agent, Finnish Issuing Agent, Norwegian Issuing Agent or Swedish Issuing Agent, as applicable;

"Nordic Securities" means Danish Securities, Finnish Securities, Norwegian Securities or Swedish Securities, as applicable;

"Norwegian CSD" means a duly authorised Norwegian central securities depository (No.: *verdipapirsentral*) under the Norwegian Central Securities Depository Act 2019 (No.: *lov om verdipapirsentraler og verdipapiroppgjør mv. av 15. mars 2019 nr. 6*) which implements Regulation (EU) No. 909/2014 into Norwegian law, which is Euronext Securities Oslo (No.: *Verdipapirsentralen ASA*), Tollbugata 2, 0152 Oslo, Norway (Postal address: P.O. Box 1174, Sentrum, 0107 Oslo, Norway);

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"Norwegian Issuing Agent" means a duly authorised issuing agent under the relevant NCSD Rules and designated as such by the Issuer in Part B of the relevant Issue Terms;

"Norwegian Securities" means any Tranche of Securities issued by MSBV or, as applicable, MSI plc and designated by the Issuer as "Norwegian Securities" in the paragraph "Form of Securities" of the applicable Issue Terms;

"Optional Redemption Amount (Call)" means an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Optional Redemption Amount (Call) = Participation Rate (Call) × Calculation Amount;

"Optional Redemption Amount (Put)" means an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Optional Redemption Amount (Put) = Participation Rate (Put) × Calculation Amount

"Optional Redemption Date (Call)" means, in relation to any Series of Securities, the date(s), if any, specified as such in the applicable Issue Terms;

"Optional Redemption Date (Put)" means, in relation to any Series of Securities, the date, if any, specified as such in the applicable Put Option Notice;

"Participating Member State" means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty;

"Participation Rate" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"Participation Rate (Call)" means in respect of any Optional Redemption Date (Call), the percentage rate specified as such in the applicable Issue Terms, or, if no such rate is specified, 100 per cent;

"Participation Rate (Put)" means a percentage rate specified as such in the applicable Issue Terms, or, if no such rate is specified, 100 per cent.;

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Business Centre;
- (ii) if the currency of payment is CNY, any day on which banks and foreign exchange markets are open for business and settlement of CNY payments in the Relevant Financial Centre, the place of payment and each (if any) Additional Business Centre (and if the Additional Business Centre is specified in the applicable Issue Terms to be or to include T2, then a Payment Business Day shall also be a TARGET Settlement Day); or
- (iii) in any other case, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Business Centre (and if the Additional Business Centre is specified in the applicable Issue Terms to be or to include T2, then a Payment Business Day shall also be a TARGET Settlement Day);

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Physical Settlement Securities" means Securities specified as being Securities to which Physical Settlement applies, or Securities specified as being Securities to which either Physical Settlement or Cash Settlement applies in the applicable Issue Terms and where the conditions to the application of Physical Settlement have been satisfied;

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"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency **provided, however, that:**

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Determination Agent; and
- (ii) in relation to Australian Dollars, it means Sydney and Melbourne and, in relation to New Zealand Dollars, it means Wellington and Auckland;

"Publication Calendar Day" means, in respect of a benchmark, any day on which the administrator is due to publish the rate for such benchmark pursuant to its publication calendar, as updated from time to time;

"Put Option Exercise Date" means, if applicable in respect of any Series of Securities, the date specified as such in the applicable Issue Terms;

"Put Option Exercise Period" means, if applicable in respect of any Series of Securities, the period specified as such in the applicable Issue Terms;

"Put Option Notice" means a notice which must be delivered to a Paying Agent by any Securityholder wanting to exercise a right to redeem a Security at the option of the Securityholder;

"Put Option Receipt" means a receipt issued by a Paying Agent to a depositing Securityholder upon deposit of a Security with such Paying Agent by any Securityholder wanting to exercise a right to redeem a Security at the option of the Securityholder;

"Qualified Financial Institution" means a financial institution organised under the laws of any jurisdiction in the United States of America, the European Union, the United Kingdom or Japan, which, as at the date the Determination Agent selects to determine the Early Redemption Amount, has outstanding debt obligations with a stated maturity of one year or less from the date of issue of such outstanding debt obligations, and such financial institution is rated either:

- (i) A2 or higher by Standard & Poor's Global Ratings or any successor, or any other comparable rating then used by that rating agency; or
- (ii) P-2 or higher by Moody's Investors Service, Inc. or any successor, or any other comparable rating then used by that rating agency,

provided that, if no such financial institution is reasonably available, then the Determination Agent shall, in good faith and acting in a commercially reasonable manner, select a financial institution of reputable standing organized under the laws of any jurisdiction in the United States of America, the European Union, the United Kingdom or Japan as a Qualified Financial Institution;

"Qualifying Treaty" means an income tax treaty between a non-U.S. jurisdiction and the United States of America that provides for a zero per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States of America;

"Rate Table" means a table specified as such in the applicable Issue Terms;

"Rate of Interest" means, in respect of any relevant period or any relevant day (including any Interest Payment Date), the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Securities as specified in applicable Issue Terms or calculated or determined in accordance with the Base Conditions. If more than one Rate of Interest is specified for the Securities, "Rate of Interest" shall be construed to refer to each rate defined or specified as such in respect of the relevant period or day as specified in the applicable Issue Terms;

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Redemption Amount, Physical Delivery Amount, the Automatic Early Redemption Amount or such other amount in the nature of a

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redemption amount as may be specified in the applicable Issue Terms or determined in accordance with the Base Conditions;

"Redemption Expenses" means, in respect of any Security or Securities, any expenses (other than in relation to Taxes) payable on or in respect of or in connection with the redemption of such Security or Securities;

"Reference Banks" means the banks specified as such in the applicable Issue Terms or, if none are specified, four major banks selected by the Determination Agent in the market that is most closely connected with the Reference Rate. Where the applicable Issue Terms specifies "CMS Rate Determination" to be applicable, "Reference Rate" shall be construed to include a CMS Reference Rate. If more than one Reference Rate is specified, "Reference Rate" shall be construed to refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the applicable Issue Terms;

"Reference Price" has the meaning given in the applicable Issue Terms;

"Reference Rate" means in respect of any relevant period or day, any of the following as specified in the applicable Issue Terms: (i) a Fixed Interest Rate, (ii) a Floating Interest Rate, or (iii) any interest rate, swap rate, index, benchmark or price source specified as a "Reference Rate" in the applicable Issue Terms, or determined in accordance with the Base Conditions, in each case, for such period or such day;

"Reference Time" with respect to any determination of the Benchmark means the time determined by the Issuer or its designee in accordance with the Benchmark Replacement Conforming Changes;

"Register" has the meaning given to it in the Issue and Paying Agency Agreement;

"Registration Agent" means the entity designated as such in the applicable Final Terms;

"Regulatory Event" means that, at any time on or after the Trade Date, as a result of:

- (i) an implementation or adoption of, or change in, any applicable law, regulation, interpretation, action or response of a regulatory authority;
- (ii) the promulgation of, or any interpretation by any court, tribunal, government or regulatory authority with competent jurisdiction (a **"Relevant Authority"**) of, any relevant law or regulation (including any action taken by a taxing authority); or
- (iii) the public or private statement or action by, or response of, any Relevant Authority or any official or representative of any Relevant Authority acting in an official capacity,

there is a reasonable likelihood of it becoming:

- (A) unlawful, impossible or impracticable, for the Issuer and/or the Guarantor to maintain the Securities and/or to maintain other instruments issued under the Program and/or to perform its obligations under the Securities; and/or
- (B) necessary for the Issuer and/or the Guarantor to obtain a licence, authorisation or other approval for the continuation or maintenance of the business relating to or supporting the Securities or their hedging activities in relation to such Securities.

"Relevant Benchmark" means a Relevant Commodity Benchmark, a Relevant Equity Index Benchmark, a Relevant FX Benchmark, a Relevant Rates Benchmark or a Relevant Futures Contract Benchmark;

"Relevant Clearing System" means, as appropriate, Clearstream, Luxembourg, Euroclear and/or Euroclear France and/or such other relevant clearing system, as the case may be, through which interests in Securities are to be held and through an account at which the Securities are to be cleared, as specified in the applicable Issue Terms;

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"Relevant Date" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Securityholders;

"Relevant Determination Date" means, in respect of Securities which are:

- (i) Single Share Securities, Single Index Securities or Single ETF Securities and:
 - (A) a Reference Date in respect of the Share, Index or ETF, such Reference Date following adjustment (if any) in accordance with Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*); and
 - (B) an Averaging Date in respect of the Share, Index or ETF, such Averaging Date following adjustment (if any) in accordance with Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*);
- (ii) Share Basket Securities, Index Basket Securities or ETF Basket Securities and:
 - (A) a Reference Date in respect of the Shares, Indices or ETFs, if such Reference Date (following adjustment (if any) in accordance with Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*)) (I) for two or more Shares, Indices or ETFs falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Shares, Indices or ETFs falls on the same date, such same date, as determined by the Determination Agent; and
 - (B) an Averaging Date in respect of the Shares, Indices or ETFs, if such Averaging Date (following adjustment (if any) in accordance with Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*)) (I) for two or more Shares, Indices or ETFs falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Shares, Indices or ETFs falls on the same date, such same date, as determined by the Determination Agent;
- (iii) Commodity-Linked Securities, a Pricing Date following adjustment (if any) in accordance with General Condition 10.4;
- (iv) Single Currency Linked Securities and:
 - (A) a Valuation Date in respect of the Currency Pair, such Valuation Date following adjustment (if any) in accordance with Conditions 11.1 (*Valuation Date, Interest Determination Date, Observation Date, Determination Date*) and 11.2 (*Averaging*); and
 - (B) an Averaging Date in respect of the Currency Pair, such Averaging Date following adjustment (if any) in accordance with Conditions 11.1 (*Valuation Date, Interest Determination Date, Observation Date, Determination Date*) and 11.2 (*Averaging*);
- (v) Currency Basket-Linked Securities and:
 - (A) a Valuation Date in respect of the Currency Pairs, if such Valuation Date (following adjustment (if any) in accordance with Conditions 11.1 (*Valuation Date, Interest Determination Date, Observation Date, Determination Date*) and 11.2 (*Averaging*)) (I) for two or more Currency Pairs falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Currency Pairs falls on the same date, such same date, as determined by the Determination Agent; and
 - (B) an Averaging Date in respect of the Currency Pairs, if such Averaging Date (following adjustment (if any) in accordance with Conditions 11.1 (*Valuation Date, Interest Determination Date, Observation Date, Determination Date*) and 11.2 (*Averaging*)) (I) for two or more Currency Pairs falls on different dates, the date which is the latest

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to occur, as determined by the Determination Agent or (II) for all of the Currency Pairs falls on the same date, such same date, as determined by the Determination Agent;

- (vi) Single Fund-Linked Securities and:
 - (A) a Reference Date in respect of the Fund, such Reference Date following adjustment (if any) in accordance with Condition 13 (*Provisions relating to Fund-Linked Securities*); and
 - (B) an Averaging Date in respect of the Fund, such Averaging Date following adjustment (if any) in accordance with Condition 13 (*Provisions relating to Fund-Linked Securities*);
- (vii) Fund Basket-Linked Securities and:
 - (A) a Reference Date in respect of the Funds, if such Reference Date (following adjustment (if any) in accordance with Condition 13 (*Provisions relating to Fund-Linked Securities*)) (I) for two or more Funds falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Funds falls on the same date, such same date, as determined by the Determination Agent; and
 - (B) an Averaging Date in respect of the Funds, if such Averaging Date (following adjustment (if any) in accordance with Condition 13 (*Provisions relating to Fund-Linked Securities*)) (I) for two or more Funds falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Funds falls on the same date, such same date, as determined by the Determination Agent;
- (viii) Single Futures Contract-Linked Securities and:
 - (A) a Reference Date in respect of the Futures Contract, such Reference Date following adjustment (if any) in accordance with Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*); and
 - (B) an Averaging Date in respect of the Futures Contract, such Averaging Date following adjustment (if any) in accordance with Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*);
- (ix) Futures Contract Basket-Linked Securities and:
 - (A) a Reference Date in respect of the Futures Contracts, if such Reference Date (following adjustment (if any) in accordance with Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*)) (I) for two or more Futures Contracts falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Futures Contracts falls on the same date, such same date, as determined by the Determination Agent; and
 - (B) an Averaging Date in respect of the Futures Contracts, if such Averaging Date (following adjustment (if any) in accordance with Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*)) (I) for two or more Futures Contracts falls on different dates, the date which is the latest to occur, as determined by the Determination Agent or (II) for all of the Futures Contracts falls on the same date, such same date, as determined by the Determination Agent;

"Relevant Financial Centre" means, in relation to any Series of Securities and the applicable Reference Rate, the city specified as such in the applicable Issue Terms;

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

"Relevant Rates Benchmark" means, in respect of any Securities:

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- (i) each Reference Rate (or, if applicable, the index, benchmark or other price source that is referred to in the Reference Rate) other than a Fixed Interest Rate;
- (ii) each Floating Rate Option (or, if applicable, the index, benchmark or other price source that is referred to in the Floating Rate Option); or
- (iii) any other index, benchmark or other price source specified as a "Relevant Rates Benchmark" in the applicable Issue Terms;

"Relevant Screen Page" means, in respect of a Reference Rate, the page, section or other part of a particular information service (including, without limitation, Reuters) specified as such in the applicable Issue Terms in relation to such Reference Rate, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to such Reference Rate;

"Relevant Time" means, for the purposes of a determination of a Reference Rate, the time (in the place) specified as such in the applicable Issue Terms corresponding to such Reference Rate;

"Renminbi" and **"CNY"** are to the lawful currency of the People's Republic of China ("**PRC**") which, for the purpose of the Conditions, shall exclude the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People's Republic of China and Taiwan;

"Reserved Matter" means any proposal to change any date fixed for payment of principal or interest in respect of the Securities, to reduce the amount of principal or interest payable on any date in respect of the Securities, to alter the method of calculating the amount of any payment in respect of the Securities or the date for any such payment, to change the currency of any payment under the Securities or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"Right to Redemption" has the meaning given to it in Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*);

"Right to Redemption Notice" means a notice which must be delivered to a Paying Agent or the Euroclear Registrar, as applicable, by any Securityholder wanting to exercise a right to redeem a Security at the option of the Securityholder under Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*);

"Right to Redemption Receipt" means a receipt issued by a Paying Agent or the Euroclear Registrar to a depositing Securityholder upon deposit of a Security and a Right to Redemption Notice with such Paying Agent, or deposit of a Right to Redemption Notice with such Euroclear Registrar, as applicable, by any Securityholder wanting to exercise a right to redeem a Security at the option of the Securityholder.

"S&P" means Standard & Poor's Financial Services LLC through its business unit Standard & Poor's Global Ratings;

"SARON", in respect of any Zurich Banking Day, means the Swiss Average Rate Overnight rate administered by SIX Index AG (or any successor administrator) for such Zurich Banking Day as provided by the administrator of such rate to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by the administrator of SARON or such authorised distributors, in each case at or after 6.00 p.m. (Zurich time) (or any amended publication time as specified by the administrator of such rate in the benchmark methodology) (or such other publication time as specified in the applicable Issue Terms) on the same Zurich Banking Day;

"SARON Rate Cut-Off Date" means the date that is the number of Zurich Banking Days specified in the applicable Issue Terms (or if none are specified, the second Zurich Banking Day) prior to the Maturity Date or the redemption date, as applicable;

"Scheduled Automatic Early Redemption Date" means each date specified as such in the applicable Issue Terms;

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"Scheduled Maturity Date" means each date specified as such in the applicable Issue Terms;

"SOFR", in respect of any U.S. Government Securities Business Day, means the rate determined by the Determination Agent as:

- (i) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or a successor administrator) on the Federal Reserve Bank of New York's Website on or about 8.00 a.m. (New York time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day; or
- (ii) if the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day does not appear as specified in paragraph (1), unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Secured Overnight Financing Rate in respect of the last U.S. Government Securities Business Day for which such rate was published on the Federal Reserve Bank of New York's Website; or
- (iii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the provisions of Condition 6.8(c) (*Effect of Benchmark Transition Event*) will apply;

"SOFR Rate Cut-Off Date" means the date that is the second U.S. Government Securities Business Day prior to the Maturity Date or the redemption date, as applicable;

"SONIA", in respect of any London Banking Day, means the Sterling Overnight Index Average rate administered by the Bank of England (or any successor administrator) for such London Banking Day as provided by the administrator of such rate to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case as of 9.00 a.m. (London time) (or any amended publication time as specified by the administrator of such rate in the benchmark methodology) on the London Banking Day immediately following such London Banking Day;

"SONIA Rate Cut-Off Date" means the date that is the number of London Banking Days specified in the applicable Issue Terms (or if none are specified, the second London Banking Day) prior to the Maturity Date or the redemption date, as applicable;

"Specified Currency" means the currency or currencies specified as such in the applicable Issue Terms;

"Specified Day(s)" means such number of Business Day(s), Clearing System Business Day(s) or calendar days as specified in the applicable Issue Terms;

"Specified Denomination(s)" means, in relation to Notes of any Series, the denomination or denominations of such Notes specified as such in the applicable Issue Terms and may be expressed as (i) currency amounts, (ii) a currency amount and integral multiples of a second currency amount in excess of such currency amount, or (iii) an amount of UDI (in the case of Notes denominated in UDI);

"Specified Fixed Leg" means any of the following as specified in the applicable Issue Terms: (i) the annual fixed leg, (ii) the semi-annual fixed leg, (iii) quarterly-annual fixed leg, or (iv) the quarterly-quarterly fixed leg;

"Specified Office" has the meaning given to it in the Issue and Paying Agency Agreement;

"Specified Period" means a period specified as such in the applicable Issue Terms;

"Specified Rate" means the percentage rate (which will be between 0% and 100%) specified as such in the applicable Issue Terms **provided that** if no such rate is specified, the Specified Rate shall be equal to 100 per cent;

"Specified Swap Rate" means any of the following as specified in the applicable Issue Terms: (i) the swap rate, (ii) the mid-level swap rate, (iii) the annual swap rate, (iv) the semi-annual swap rate, (v) the quarterly swap rate, (vi) the quarterly-annual swap rate, or (vii) the quarterly-quarterly swap rate.

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"Specified Unit Value" means, in relation to a Series of Certificates, the value of each unit as specified as such in the applicable Issue Terms and may be expressed as (i) a currency amount or (ii) an amount of UDI (in the case of Certificates denominated in UDI);

"Strike Date" means the date specified as such in the applicable Issue Terms, **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Strike Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Strike Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Strike Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"subsidiary" means, in relation to any Person (the **"first Person"**) at any particular time, any other Person (the **"second Person"**):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"Substitution Date" has the meaning given to it in Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*);

"Substitution Redemption Date" has the meaning given to it in Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*);

"Swedish CSD" means a duly authorised Swedish central securities depository (Sw: *värdepapperscentral*) under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw.: *lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*), which is Euroclear Sweden AB, Klarabergsviadukten 63, Box 191, SE 101 23, Stockholm, Sweden;

"Swedish Issuing Agent" means a duly authorised issuing agent under the relevant NCSD Rules and designated as such by the Issuer in Part B of the relevant Issue Terms;

"Swedish Securities" means any Tranche of Securities issued by MSBV or, as applicable, MSI plc or, as applicable, MSESE and designated by the Issuer as "Swedish Securities" in the paragraph 33 "*Form of Securities*" of the applicable Issue Terms;

"T2" means the real time gross settlement system operated by the Eurosystem, or any successor system;

"TARGET Settlement Day" means any day on which T2 is open for the settlement of payments in euro;

"Taxes" means any tax, duty, impost, levy, charge or contribution in the nature of taxation or any withholding or deduction for or on account thereof, including (but not limited to) any applicable stock exchange tax, turnover tax, stamp duty, stamp duty reserve tax and/or other taxes chargeable or payable in connection with any redemption of a Security and/or payment of the Redemption Amount and/or delivery of the Physical Delivery Amount and/or the transfer or delivery of Underlying Securities and/or the relevant Transfer Documentation;

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"Tokyo Banking Day" or **"TBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

"TONA", in respect of any Tokyo Banking Day, means the Tokyo Overnight Average Rate administered by the Bank of Japan (or any successor administrator) for such Tokyo Banking Day as provided by the administrator of such rate to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by the administrator of TONA or by such authorised distributors, in each case as of approximately 10.00 a.m. (Tokyo time) (or any amended publication time as specified by the administrator of such rate in the benchmark methodology) on the Tokyo Banking Day immediately following such Tokyo Banking Day;

"TONA Rate Cut-Off Date" means the date that is the number of Tokyo Banking Days specified in the applicable Issue Terms (or if none are specified, the second Tokyo Banking Day) prior to the Maturity Date or the redemption date, as applicable;

"Trade Date" means in relation to any series of Securities, the date specified as such in the applicable Issue Terms;

"Transfer Documentation" means, for each Series of Securities, such documentation as is generally acceptable for settlement of transfer of Underlying Securities on the relevant Exchange or through the Relevant Clearing System including, without limitation, stock notes and/or stock transfer forms in the case of settlement on the Luxembourg Stock Exchange;

"Treaty" means the Treaty establishing the European Union, as amended;

"UDI Final Reduced Calculation Amount" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"UDI Performance" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"UDI Redemption Floor" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"UDI Redemption Multiplier" has the meaning given in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions;

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment;

"Underlying Securities" means shares, bonds, other debt securities, other securities or other property specified as such in the relevant Issue Terms, and **"Underlying Security"** shall be construed accordingly;

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities;

"Zero Coupon Security" means a Security specified as such in the applicable Issue Terms;

"Zero Coupon Reference Price" means:

- (i) the Reference Price; or
- (ii) if the applicable Issue Terms specify MXN Denominated UDI Linked Redemption or UDI Final Linked Redemption as applicable, the product of (a) the Reference Price and (b) the UDI Redemption Multiplier; and

"Zurich Banking Day" or **"ZBD"** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich.

2.2 Interpretation

In these General Conditions:

- (a) any reference to a numbered "**Condition**" shall be construed as a reference to the relevant Condition contained in this Part 1: (*General Terms and Conditions*) of these General Conditions;
- (b) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 21 (*Taxation*), any premium payable in respect of a Security and any other amount in the nature of principal payable pursuant to the Conditions;
- (c) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 21 (*Taxation*) and any other amount in the nature of interest payable pursuant to the Conditions;
- (d) references to Securities being "**outstanding**" (i) other than in the case of French Law Securities, shall be construed in accordance with the Issue and Paying Agency Agreement; and (ii) in the case of French Law Securities, means in relation to Securities of any Series, all Securities issued other than (a) those that have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued in relation to such Securities up to the date for such redemption and any interest payable after such date) have been duly paid (x) in the case of Securities in bearer dematerialised form and in administered registered form, to the relevant Euroclear France Account Holders on behalf of the Securityholder and (y) in the case of Securities in fully registered dematerialised form, to the account of the Securityholder (c) those which have become void or in respect of which claims have become prescribed and (d) those which have been repurchased and that are held or have been cancelled as provided in the Conditions; and
- (e) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given or specified in the applicable Issue Terms, but the applicable Issue Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Securities.

3. FORM AND TITLE

- 3.1 **Form:** In the case of English Law Securities, (i) Morgan Stanley, MSI plc, MSBV, MSFL and MSESE may issue Securities in registered form ("**Registered Securities**"), (ii) MSBV, MSI plc and MSESE may also issue Securities in dematerialised and uncertificated book-entry form with a Nordic central securities depository ("**Nordic Securities**"), and (iii) MSBV, MSI plc and MSESE may also issue Securities in uncertificated registered form ("**Uncertificated Securities**"). In the case of French Law Securities, Morgan Stanley, MSI plc, MSBV, MSFL and MSESE may issue Securities in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Securityholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent acting on behalf of the Issuer.

3.2 Registered Securities

This Condition 3.2 shall apply to English Law Securities only.

- (a) **Form:** Registered Securities may be in either individual certificate form or in global certificate form.
- (b) **Title:** Title to the Registered Securities passes by registration in the Register which is kept by the Registrar in accordance with the provisions of the Issue and Paying Agency Agreement. A certificate (each, a "**Security Certificate**") will be issued to each holder of Registered Securities in respect of its registered holding. Each Security Certificate will be numbered serially with an identifying number which will be recorded in the Register. "**holder**" means, in the case of

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Registered Securities, the person in whose name such Registered Security is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof) and "**Securityholder**" shall be construed accordingly.

- (c) **Ownership:** The holder of any Registered Security shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or on the Security Certificate relating thereto (other than the endorsed form of transfer) or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder.
- (d) **Transfers:** Subject to Conditions 3.2(g) (*Closed Periods*) and 3.2(h) (*Regulations concerning transfers and registration*) below, a Registered Security may be transferred upon surrender of the relevant Security Certificate, with the endorsed form of transfer duly completed, at the Specified Office of the Registrar or any Transfer Agent, together with such evidence as the Registrar or (as the case may be) such Transfer Agent may reasonably require to prove the title of the transferor and the authority of the individuals who have executed the form of transfer; **provided, however, that** a Registered Security which is a Note may not be transferred unless the principal amount of Registered Security transferred and (where not all of the Registered Securities held by a holder are being transferred) the principal amount of the balance of Registered Securities not transferred are Specified Denominations. Where not all the Registered Securities represented by the surrendered Security Certificate are the subject of the transfer, a new Security Certificate in respect of the balance of the Registered Securities will be issued to the transferor.
- (e) **Registration and Delivery:** Within five business days of the surrender of a Security Certificate in accordance with Condition 3.2(d) (*Transfers*) above, the Registrar will register the transfer in question and deliver a new Security Certificate of (i) a like principal amount to the Registered Securities transferred (in the case of Notes) or (ii) the same number of Registered Securities transferred (in the case of Certificates) to each relevant holder at its Specified Office or (as the case may be) the Specified Office of any Transfer Agent or (at the request and risk of any such relevant holder) by uninsured first class mail (airmail if overseas) to the address specified for the purpose by such relevant holder. In this Condition 3.2(e) (*Registration and Delivery*), "**business day**" means a day on which commercial banks are open for general business (including dealings in foreign currencies) in the city where the Registrar or (as the case may be) the relevant Transfer Agent has its Specified Office.
- (f) **No charge:** The transfer of a Registered Security will be effected without charge by or on behalf of the Issuer or the Registrar or any Transfer Agent but against such indemnity as the Registrar or (as the case may be) such Transfer Agent may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such transfer.
- (g) **Closed Periods:** Holders of Registered Securities may not require transfers to be registered during the period of 15 days ending on the due date for any payment of principal or interest in respect of the Registered Securities.
- (h) **Regulations concerning transfers and registration:** All transfers of Registered Securities and entries on the Register are subject to the detailed regulations concerning the transfer of Registered Securities scheduled to the Issue and Paying Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be mailed (free of charge) by the Registrar to any holder of Registered Securities who requests in writing a copy of such regulations.

3.3 Nordic Securities

English Law Securities that are designated as "Danish Securities", "Finnish Securities" or "Norwegian Securities" or "Swedish Securities" in the applicable Issue Terms will be issued in uncertificated and dematerialised book-entry form in accordance with the NCSD Rules. In respect of Nordic Securities, "**Securityholder**" and "**holder**" means the person in whose name a Nordic Security is registered in the NCSD Register and the reference to a person in whose name a Nordic Security is registered shall include also any person duly authorised to act as a nominee and so registered for the Nordic Security. Title to

Nordic Securities shall pass by registration in the NCSD Register. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined above) of any Nordic Security shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the holder. The Issuer shall be entitled to obtain information from the NCSD Register in accordance with the NCSD Rules. As the Nordic Securities will be in uncertificated and dematerialised book-entry form, the Conditions as so amended shall be deemed to be incorporated by reference in, and to form part of, the MSBV Deed of Covenant, the MSI plc Deed of Covenant or the MSESE Deed of Covenant (as the case may be) by which the Nordic Securities are constituted. No physical global or definitive securities or certificates will be issued in respect of Nordic Securities.

3.4 **Uncertificated Securities**

This Condition 3.4 shall apply to English Law Securities only.

(a) ***Form***

Uncertificated Securities shall be issued in uncertificated registered form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the "**Regulations**") and such other regulations made under Sections 783, 784(3), 785 and 788 of the Companies Act 2006 as are applicable to the Euroclear Registrar). Uncertificated Securities are participating securities for the purposes of the Regulations. Title to the Uncertificated Securities is recorded on the relevant Operator register of eligible debt securities. The Euroclear Registrar on behalf of the Issuer shall maintain a record of uncertificated eligible debt securities (the "**Record**") in relation to the Uncertificated Securities and shall procure that the Record is regularly updated to reflect the Operator register of eligible debt securities in accordance with the rules of the Operator. Subject to this requirement, (i) each person who is for the time being shown in the Record as the holder of a particular number of Uncertificated Securities shall be treated by the Issuer, the Guarantor, the Euroclear Registrar and any other Person as the holder of such number of Uncertificated Securities for all purposes (and the expressions "**Securityholder**" and "**holder of Securities**" and related expressions in the context of Uncertificated Securities shall be construed accordingly), and (ii) none of the Issuer, the Guarantor, the Euroclear Registrar and any other Person shall be liable in respect of any act or thing done or omitted to be done by it or on its behalf in reliance upon the assumption that the particulars entered in the Record which the Euroclear Registrar maintains are in accordance with particulars entered in the Operator register of eligible debt securities relating to the Uncertificated Securities.

No provisions of the Base Conditions as completed by the applicable Issue Terms shall (notwithstanding anything contained therein) apply or have effect to the extent that it is in any respect inconsistent with (I) the holding of title to Uncertificated Securities in uncertificated form, (II) the transfer of title to Uncertificated Securities by means of a relevant system or (III) the Regulations. Without prejudice to the generality of the preceding sentence and notwithstanding anything contained in the Base Conditions or the applicable Issue Terms, so long as the Uncertificated Securities are participating securities, (A) the Operator register of eligible debt securities relating to the Uncertificated Securities shall be maintained at all times outside the United Kingdom, (B) the Uncertificated Securities may be issued in uncertificated form in accordance with and subject as provided in the Regulations, and (C) for the avoidance of doubt, the Base Conditions and the applicable Issue Terms in relation to any Uncertificated Security shall remain applicable notwithstanding that they are not endorsed on any certificate for such Uncertificated Security.

As used herein each of "**Operator register of eligible debt securities**", "**participating securities**" and "**relevant system**" is as defined in the Regulations and the relevant Operator (as such term is used in the Regulations) is Euroclear UK & International Limited or any additional or alternative operator from time to time approved by the Issuer and the Euroclear Registrar in relation to the Uncertificated Securities and in accordance with the Regulations. Any reference herein to the "**Operator**" shall, whenever the context so permits, be deemed to

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include a reference to any such additional or alternative Operator from time to time and notified to the Uncertificated Securityholders in accordance with Condition 29 (*Notices*).

Securities in definitive registered form will not be issued, either initially or in exchange for an Uncertificated Security.

(b) **Title**

Title to Uncertificated Securities will pass upon registration of the transfer in the Operator register. All transactions in relation to Uncertificated Securities (including transfers of Uncertificated Securities) in the open market or otherwise must be effected through an account at the Operator subject to and in accordance with the rules and procedures for the time being of the Operator.

3.5 French Law Securities

French Law Securities will be issued in dematerialised form. Title to French Law Securities will be evidenced in accordance with Articles L.211-3 et seq. and R.211-1 of the French *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the French Law Securities. Title to French Law Securities shall pass upon, and transfer of such Securities may only be effected through, registration of the transfer in the accounts of Euroclear France Account Holders.

French Law Securities will be issued in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France (acting as central depository) which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Securityholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent acting on behalf of the Issuer. No global or definitive French Law Securities will be issued and these Conditions shall be construed accordingly.

French Law Securities shall be issued in one Specified Denomination only.

When the Issuer is MSBV or MSESE, the minimum Denomination at the Issue Date for each Security admitted to trading on a regulated market in the European Economic Area and/or offered to the public in a European Economic Area Member State will be €1,000 (or, if the Securities are denominated in a currency other than euro, the equivalent amount in such currency).

French Law Securities shall constitute obligations within the meaning of Article L. 213-5 of the French *Code monétaire et financier*.

Unless this possibility is expressly excluded in the applicable Issue Terms and to the extent permitted by applicable French law, the Issuer may at any time request from the central depository identification information of Securityholders of French Law Securities such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, email address of such Securityholders. In the Conditions, "holder of Securities", "holder of any Security" or "Securityholder" means in the case of French Law Securities, the person whose name appears in the account of the relevant Euroclear France Account Holder as being entitled to such Securities.

4. STATUS

4.1 **Status of the Securities:** The Securities constitute direct and general obligations of the Issuer which rank *pari passu* among themselves.

4.2 **Status of Guarantee:** The Guarantor's obligations in respect of the Securities issued by MSBV (other than Securities issued by MSBV the Issue Terms relating to which specifies that such Securities are not guaranteed by Morgan Stanley) or MSFL constitute direct, general and unsecured obligations of the Guarantor which rank without preference among themselves and *pari passu* with all other outstanding,

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unsecured and unsubordinated obligations of the Guarantor, present and future, but in the event of insolvency only to the extent permitted by laws affecting creditors' rights.

- 4.3 **French Law Securities of MSI plc and MSESE:** With respect to French Law Securities issued by MSI plc or MSESE, pursuant to the exercise of the bail-in power by the relevant competent resolution authority, the outstanding amount of Securities may be reduced (in whole or in part), converted into equity (in whole or in part) or cancelled and/or the maturity of the Securities or the amount of interest or the date on which the interest becomes payable may be amended.

5. FIXED RATE SECURITY PROVISIONS

- 5.1 **Application:** This Condition 5 (*Fixed Rate Security Provisions*) is applicable to the Securities only if the Fixed Rate Security Provisions are specified in the applicable Issue Terms as being applicable or if the Fixed Rate Security Provisions are otherwise specified to apply (in whole or in part) as provided in the Base Conditions.

- 5.2 **Fixed Interest Rate:** The Rate of Interest in respect of each Interest Period and/or Interest Payment Date which is subject to the Fixed Rate Security Provisions will be the Fixed Interest Rate. A different Fixed Interest Rate may apply in respect of different Interest Periods and/or Interest Payment Dates, as specified in the applicable Issue Terms. If a Rate of Interest or a Reference Rate for any period or any relevant day is specified in the Base Conditions or in the applicable Issue Terms to be a "Fixed Interest Rate", the relevant Rate of Interest will be determined in accordance with the provisions set out in this Condition 5 (*Fixed Rate Security Provisions*).

- 5.3 **Accrual of interest:** The Securities bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 17 (*Payments - Registered Securities*) or Condition 18 (*Payments - Uncertificated Securities*) (as applicable). Each Security will cease to bear interest from the due date for final redemption unless upon such due date, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (*Fixed Rate Security Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Security up to that day are received by or on behalf of the relevant Securityholder and (ii) the day which is seven Business Days after the Fiscal Agent has notified the Securityholders that it has received all sums due in respect of the Securities (except to the extent that there is any subsequent default in payment).

- 5.4 **Fixed Coupon Amount:** If "Fixed Coupon Amount" is specified as applicable in the applicable Issue terms, the amount of interest payable in respect of each Security on each Interest Payment Date in respect of the relevant Interest Period shall be the relevant Fixed Coupon Amount and, if the Securities are Notes in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination, provided that if a Broken Amount is specified in the Issue Terms in respect of an Interest Payment Date in respect of each Calculation Amount, the Interest Amount payable on such Interest Payment Date in respect of such Note per Calculation Amount shall be the Broken Amount.

A different Fixed Coupon Amount may apply in respect of different Interest Periods and/or Interest Payment Dates, as specified in the applicable Issue Terms.

- 5.5 **Non-Fixed Coupon Amount Interest Amount:** If "Fixed Coupon Amount" is not specified as applicable in the applicable Issue Terms the amount of interest payable in respect of each Security for any period (for the avoidance of doubt including an Interest Period) shall be an amount per Calculation Amount calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a "sub-unit" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

- 5.6 **Interest on Swedish Securities:** For the purposes of calculation of any amount of interest on Swedish Securities, the provisions of this Condition 5 (*Fixed Rate Security Provisions*) shall be amended so that all periods shall consist of the period from (but excluding) the first day of the relevant period up to (and including) the last day of the relevant period.

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- 5.7 **Day Count Fraction:** The relevant day count fraction shall be determined in accordance with the definition of "**Day Count Fraction**" set out in Condition 2.1 (*Definitions*) above.
6. **FLOATING RATE SECURITY, EQUITY-LINKED, COMMODITY-LINKED, CURRENCY-LINKED, INFLATION-LINKED, FUND-LINKED AND FUTURES CONTRACT-LINKED INTEREST PROVISIONS**
- 6.1 **Application:** This Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) is applicable to the Securities only if one or more of the Floating Rate Security Provisions or Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Property-Linked, Fund-Linked or Futures Contract-Linked Interest provisions are specified in the applicable Issue Terms as being applicable, or are otherwise specified to apply (in whole or in part) as provided in the Base Conditions.
- 6.2 **Floating Interest Rate:** The Rate of Interest in respect of each Interest Period and/or Interest Payment Date which is subject to the Floating Rate Security Provisions will be the Floating Interest Rate. A different Floating Interest Rate may apply in respect of different Interest Periods and/or Interest Payment Dates, as specified in the applicable Issue Terms. If a Rate of Interest or a Reference Rate for any period or any relevant day is specified in the Base Conditions or in the applicable Issue Terms to be a "**Floating Interest Rate**", the relevant Rate of Interest or Reference Rate will be determined in accordance with the provisions set out in Conditions 6.5 (*Screen Rate Determination*), 6.6 (*ISDA Determination*), 6.7 (*CMS Rate Determination*), 6.8 (*Provisions specific to SOFR as Reference Rate*), 6.9 (*Provisions specific to SONIA as Reference Rate*), 6.10 (*Provisions specific to €STR as Reference Rate*), 6.11 (*Provisions specific to SARON as Reference Rate*) or 6.12 (*Provisions specific to TONA as Reference Rate*), as specified in the applicable Issue Terms.
- 6.3 **Accrual of interest:** The Floating Rate Securities bear interest from the Interest Commencement Date at the Floating Interest Rate (being a "**Rate of Interest**" in respect of Floating Rate Securities) payable in arrear on each Interest Payment Date, subject as provided in Condition 17 (*Payments - Registered Securities*) or Condition 18 (*Payments - Uncertificated Securities*) (as applicable). Each Security will cease to bear interest from the due date for final redemption unless, upon such due date, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Security up to that day are received by or on behalf of the relevant Securityholder and (ii) the day which is seven Business Days after the Fiscal Agent has notified the Securityholders that it has received all sums due in respect of the Securities (except to the extent that there is any subsequent default in payment). The Rate of Interest in respect of all or any Interest Periods shall, if so specified in the applicable Issue Terms, be zero.
- 6.4 **Linear Interpolation:** In respect of any Securities for which the Floating Rate Securities Provisions are applicable, if "2021 ISDA Definitions Linear Interpolation" is specified to be applicable in respect of any Interest Period, the Floating Interest Rate for such Interest Period shall be determined by the Determination Agent through the use of straight-line interpolation by reference to:
- (a) if Screen Rate Determination is specified as the manner in which the Floating Interest Rate is to be determined, two rates based on the relevant Reference Rate one of which shall be determined as if the Designated Maturity were the period of time, for which rates are available, next shorter than the length of such Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time, for which rates are available, next longer than the length of such Interest Period;
 - (b) if ISDA Determination is specified as the manner in which the Floating Interest Rate is to be determined, unless "Linear Interpolation" is specified as applicable in the applicable Issue Terms, two rates based on the relevant Floating Rate Option one of which shall be determined as if the Designated Maturity were the period of time, for which rates are available, next shorter than the length of such Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time, for which rates are available, next longer than the length of such Interest Period; and

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- (c) if CMS Rate Determination is specified as the manner in which the Floating Interest Rate is to be determined, two rates based on the relevant CMS Reference Rate one of which shall be determined as if the Designated Maturity were the period of time, for which rates are available, next shorter than the length of such Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time, for which rates are available, next longer than the length of such Interest Period.

6.5 **Screen Rate Determination:** Subject to the provisions of Condition 6.8 (*Provisions specific to SOFR as Reference Rate*), Condition 6.9 (*Provisions specific to SONIA as Reference Rate*), 6.10 (*Provisions specific to €STR as Reference Rate*), 6.11 (*Provisions specific to SARON as Reference Rate*), 6.12 (*Provisions specific to TONA as Reference Rate*), Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*), where such provisions are specified to apply in the applicable Issue Terms, Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*) or Condition 6.22 (*General Fallback Arrangements*), if Screen Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined, the Floating Interest Rate for an Interest Period or any relevant day (each a "**Relevant Day**") will be the Screen Rate for such Interest Period or such Relevant Day, plus or minus (as indicated in the applicable Issue Terms) the Margin (if any is specified in the applicable Issue Terms in relation to such Screen Rate), and multiplied by the Interest Participation Rate (if any is specified in the applicable Issue Terms in relation to such Screen Rate).

The Screen Rate applicable to the Securities for an Interest Period or a Relevant Day will be determined by the Determination Agent on the following basis:

- (a) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Screen Rate will be the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date in respect of such Interest Period or such Relevant Day, as determined by the Determination Agent;
- (b) in any other case, the Screen Rate will be the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date in respect of such Interest Period or such Relevant Day, as determined by the Determination Agent;
- (c) if, in the case of Condition 6.5(a) above, such rate does not appear on that page or, in the case of Condition 6.5(b) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Determination Agent will:
 - (i) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date in respect of such Interest Period or such Relevant Day to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (ii) determine the arithmetic mean of such quotations; and
- (d) if fewer than two such quotations are provided as requested, the Determination Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Determination Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Determination Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period or for a Relevant Day and in an amount that is representative for a single transaction in that market at that time,

provided, however, that if the Determination Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period or any Relevant Day, the Screen Rate applicable to the Securities in respect of such Interest Period or such Relevant Day will be the rate (or as the case may be) the arithmetic mean last determined in relation to the Securities in respect of a preceding Interest Period or Relevant Day.

- 6.6 **ISDA Determination:** Subject to the provisions of Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*), where such provisions are specified to apply in the applicable Issue Terms, Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*), or Condition 6.22 (*General Fallback Arrangements*), if ISDA Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined, the Floating Interest Rate applicable to the Securities for each Interest Period will be the relevant ISDA Rate, plus or minus (as indicated in the applicable Issue Terms) the Margin (if any is specified in the applicable Issue Terms in relation to such ISDA Rate), and multiplied by the Interest Participation Rate (if any is specified in the applicable Issue Terms in relation to such ISDA Rate). The "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (a) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the applicable Issue Terms;
 - (b) except in the case of Overnight Floating Rate Options (as defined in the ISDA Definitions), the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the applicable Issue Terms;
 - (c) the relevant Fixing Day (as defined in the ISDA Definitions) is the date as specified in the applicable Issue Terms;
 - (d) the relevant Reset Date (as defined in the ISDA Definitions) is as specified in the applicable Issue Terms;
 - (e) if an Overnight Floating Rate Option is specified as applicable in the relevant Issue Terms and:
 - (i) an Overnight Rate Compounding Method (as defined in the ISDA Definitions) is specified in the relevant Issue Terms:
 - (A) OIS Compounding is applicable if specified in the relevant Issue Terms and, if so, Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms;
 - (B) Compounding with Lookback is applicable if specified in the relevant Issue Terms and, if so, (a) Lookback is the number of Applicable Business Days specified in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions and (b) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms;
 - (C) Compounding with Observation Period Shift is applicable if specified in the relevant Issue Terms and, if so, Set-in-Advance is applicable if specified as such in the relevant Issue Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Issue Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions, (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Issue Terms and (d) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms;
 - (D) Compounding with Lockout is applicable if specified in the relevant Issue Terms and, if so, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Issue Terms or, if not so specified in the relevant

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Issue Terms, in the ISDA Definitions, (b) Lockout Period Business Days are the days specified as such in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions and (c) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms; or

- (E) unless an Overnight Rate Compounding Method in sub-paragraphs (A) to (D) above is applicable, in respect of an Overnight Floating Rate Option in the Floating Rate Matrix (as defined in the ISDA Definitions), any other method of compounding an overnight rate that is set out in the column entitled "Category/Style" in the Floating Rate Matrix is applicable; or
- (ii) an Overnight Rate Averaging Method (as defined in the ISDA Definitions) is specified in the relevant Issue Terms:
 - (A) Overnight Averaging is applicable if specified in the relevant Issue Terms and, if so, Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms;
 - (B) Averaging with Lookback is applicable if specified in the relevant Issue Terms and, if so, (a) Lookback is the number of Applicable Business Days specified in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions and (b) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms;
 - (C) Averaging with Observation Period Shift is applicable if specified in the relevant Issue Terms and, if so, Set-in-Advance is applicable if specified as such in the relevant Issue Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Issue Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions, (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Issue Terms and (d) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms;
 - (D) Averaging with Lockout is applicable if specified in the relevant Issue Terms and, if so, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions, (b) Lockout Period Business Days are the days specified as such in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions and (c) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Issue Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Issue Terms; or
 - (E) unless an Overnight Rate Averaging Method in sub-paragraphs (A) to (D) above is applicable, in respect of an Overnight Floating Rate Option in the Floating Rate Matrix, any other method of averaging an overnight rate that is set out in the column entitled "Category/Style" in the Floating Rate Matrix is applicable;
- (f) if an Index Floating Rate Option (as defined in the ISDA Definitions) is specified as applicable in the relevant Issue terms and an Index Method is specified in the relevant Issue Terms:

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- (i) Standard Index Method is applicable if specified in the relevant Issue Terms;
- (ii) Compounded Index Method is applicable if specified in the relevant Issue Terms; or
- (iii) Compounded Index Method with Observation Period Shift is applicable if specified in the relevant Issue Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Issue Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Issue Terms or, if not so specified in the relevant Issue Terms, in the ISDA Definitions and (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Issue Terms;
- (g) in connection with any Overnight Rate Compounding Method, Overnight Rate Averaging Method or Index Method specified in the relevant Issue Terms, references in the ISDA Definitions to: (1) numbers, financial centers or other items specified in the Confirmation shall be deemed to be references to the numbers, financial centers or other items specified for such purpose in the relevant Issue Terms; (2) "Business Day in the financial centres, if any, specified for such purpose in the Confirmation" shall be deemed to be references to Business Day; (3) "Calculation Period" shall be deemed to be references to the relevant Interest Period; (4) "Floating Rate Day Count Fraction" shall be deemed to be references to Day Count Fraction; (5) "Period End Date" shall be deemed to be references to the relevant Interest Period End Date; (6) "Termination Date" shall be deemed to be references to the final Interest Period End Date; and (7) "Effective Date" shall be deemed to be references to the Interest Commencement Date;
- (h) Delayed Payment is applicable if specified in the relevant Issue Terms and the relevant delay is the number of Business Days specified in respect of Delayed Payment in the relevant Issue Terms;
- (i) Period End Date/Termination Date adjustment for Unscheduled Holiday (as defined in the 2021 ISDA Definitions) will apply if specified in the relevant Issue Terms to be applicable;
- (j) Non-Representative (as defined in the 2021 ISDA Definitions) will apply if specified in the relevant Issue Terms to be applicable;
- (k) Successor Benchmark and Successor Benchmark Effective Date (as defined in the 2021 ISDA Definitions) will be as specified in the relevant Issue Terms;
- (l) if any fallbacks would otherwise be required to be determined in accordance with Section 8.6 (*Generic Fallback Provisions*) of the ISDA Definitions, such fallbacks shall not be so determined, but shall instead be determined in accordance with Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*), where such provisions are specified to apply in the applicable Issue Terms, Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*), where the Relevant Rates Benchmark is the CMS Reference Rate, or Condition 6.22 (*General Fallback Arrangements*) and the ISDA Definitions shall be construed accordingly;
- (m) Sections 1.2.2 (*Calculation Agent Standard*) and 1.2.4 (*Determinations by Calculation Agent*) of the ISDA Definitions are deemed to be deleted;
- (n) Section 6.10 (*Linear Interpolation*) of the ISDA Definitions is deemed to be deleted unless "2021 ISDA Definitions Linear Interpolation" is specified as applicable in the relevant Issue Terms;
- (o) in any circumstance where the ISDA Definitions provide for anything to be determined by agreement between the parties or a discretion is given thereunder to the Calculation Agent (as defined in the ISDA Definitions) to make any determination, the Determination Agent will make such determination or exercise such discretion; and
- (p) notwithstanding any other Conditions, and unless "TEC10 Adjustment" is specified as "Not Applicable" in the relevant Issue Terms, if in respect of any Interest Period the Determination Agent determines that the 10-year constant maturity French treasury rate (known as CNO

TEC10) published by the Bank of France no longer represents the actual yield to maturity of a notional *Obligations assimilables du Trésor* ("OAT") with a maturity of exactly 10 years (based on executable prices available to the Determination Agent for OATs with a maturity most closely matching a 10-year maturity) (which event may occur in connection with or following any default or potential default of the Republic of France or unexpected volatility or illiquidity in markets in trading of OATs), then the ISDA Rate shall not be calculated in accordance with this Condition 6.6 (*ISDA Determination*) and instead the ISDA Rate in respect of such Interest Period for the purposes of the Conditions shall be deemed to be the yield to maturity of a notional OAT with a maturity of exactly 10 years, as determined by the Determination Agent acting in good faith and a commercially reasonable manner by reference to bid prices for OATs with a maturity most closely matching a 10-year maturity and having regard to such pricing sources, methods and models (which may include, without limitation, any available firm or indicative prices for such OATs or internal valuation or recovery models) as the Determination Agent considers appropriate.

- 6.7 **CMS Rate Determination.** Subject to the provisions of Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*), if CMS Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined, the Floating Interest Rate applicable to the Securities for each Interest Period will be the relevant CMS Interest Rate determined in accordance with paragraphs (a) or (b) below, as applicable.

(a) **Single CMS Rate**

If the CMS Interest Rate is specified in the applicable Issue Terms to be "**Single CMS Rate**", the CMS Interest Rate in respect of an Interest Period or any relevant day will be equal to the CMS Reference Rate for such Interest Period or such relevant day, plus or minus (as indicated in the applicable Issue Terms) the Margin (if any is specified in the applicable Issue Terms in relation to such CMS Reference Rate), and multiplied by the Interest Participation Rate (if any is specified in the applicable Issue Terms in relation to such CMS Reference Rate).

(b) **Spread CMS Rate**

If the CMS Interest Rate is specified in the applicable Issue Terms to be "**Spread CMS Rate**", the CMS Interest Rate in respect of an Interest Period or any relevant day will be equal to the difference between (1) CMS Reference Rate 1 for such Interest Period or such relevant day, plus or minus (as specified in the applicable Issue Terms) Margin 1 (if any is specified in the applicable Issue Terms in relation to such CMS Reference Rate 1), and multiplied by Interest Participation Rate 1 (if any is specified in the applicable Issue Terms in relation to such CMS Reference Rate 1), minus (2) CMS Reference Rate 2 for such Interest Period or such relevant day, plus or minus (as specified in the applicable Issue Terms) Margin 2 (if any is specified in the applicable Issue Terms in relation to such CMS Reference Rate 2), and multiplied by Interest Participation Rate 2 (if any is specified in the applicable Issue Terms in relation to such CMS Reference Rate 2).

(c) **Determination of CMS Reference Rate**

The CMS Reference Rate in respect of an Interest Period or any relevant day (as applicable) will be the Specified Swap Rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity (expressed as a percentage rate per annum) (the "**Relevant Swap Rate**") which appears on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in respect of such Interest Period or such relevant day, all as determined by the Determination Agent. If the Relevant Swap Rate does not appear on the Relevant Screen Page at the Relevant Time, the CMS Reference Rate in respect of an Interest Period or a relevant day (as applicable) will be determined by the Determination Agent in accordance with the first applicable Fallback Rate Determination that provides a CMS Reference Rate, and if the applicable Issue Terms specify:

- (i) "**Fallback Screen Page**" to be applicable, the Determination Agent will, acting in good faith and in a commercially reasonable manner, determine an alternative or successor page or publication to the Relevant Screen Page for the Relevant Swap Rate;

- (ii) **"Mid-Market Quotations"** to be applicable, the Determination Agent will determine the CMS Reference Rate on the basis of the arithmetic mean of the Mid-Market Quotations provided by the Reference Banks at approximately the Relevant Time on the Interest Determination Date in respect of such Interest Period or such day by requesting the principal Relevant Financial Centre office of each of the Reference Banks to provide Mid-Market Quotations. If at least five Mid-Market Quotations are provided, the Determination Agent will determine the arithmetic mean of such Mid-Market Quotations provided by discarding the highest of such Mid-Market Quotations (or in event of equality, one of the highest) and lowest of such Mid-Market Quotations (or in event of equality, one of the lowest). If four Mid-Market Quotations are provided, the Determination Agent will determine the arithmetic mean of such Mid-Market Quotations provided. If less than four Mid-Market Quotations are provided, the next Fallback Rate Determination specified in the applicable Issue Terms will apply, or if none is specified, Determination Agent Fallback will apply. All calculations of the arithmetic mean of the relevant number of Mid-Market Quotations provided pursuant to this paragraph will be rounded to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards; and
- (iii) **"Determination Agent Fallback"** to be applicable, the Determination Agent will, acting in good faith and in a commercially reasonable manner, determine the CMS Reference Rate by using available and relevant public information and having regard to comparable benchmarks available.

If any Fallback Rate Determination(s) are specified in the relevant Issue Terms, then only that or those (as the case may be) Fallback Rate Determinations shall apply and if two or more Fallback Rate Determinations are specified, those Fallback Rate Determinations shall apply in the order as specified in the applicable Issue Terms, such that if the Determination Agent determines that the CMS Reference Rate cannot be determined by applying a Fallback Rate Determination, then the next Fallback Rate Determination specified shall apply.

6.8 ***Provisions specific to SOFR as Reference Rate***

- (a) If Screen Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined and SOFR is specified in the relevant Issue Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant SOFR Benchmark plus or minus (as indicated in the applicable Issue Terms) the Margin (as specified in the relevant Issue Terms), subject to a minimum of zero per cent.
- (b) The **"SOFR Benchmark"** will be determined based on SOFR Compound with Lookback, SOFR Compound with Observation Period Shift, SOFR Compound with Payment Delay or SOFR Index Average, as follows:
 - (i) if SOFR Compound with Lookback (**"SOFR Compound with Lookback"**) is specified as applicable in the relevant Issue Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_{i-xUSBD} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"d" means the number of calendar days in the relevant Interest Period.

"d₀", for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period.

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"**i**" is a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period.

"**Lookback Days**" means the number of U.S. Government Securities Business Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

"**n_i**" for any U.S. Government Securities Business Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**SOFR_i**", for any U.S. Government Securities Business Day "**i**" in the relevant Interest Period, is equal to SOFR in respect of that day.

"**SOFR_{i-xUSBD}**", for any U.S. Government Securities Business Day "**i**" in the relevant Interest Period, is equal to SOFR in respect of the U.S. Government Securities Business Days falling a number of U.S. Government Securities Business Days prior to that day "**i**" equal to the number of Lookback Days.

- (ii) if SOFR Compound with Observation Period Shift ("**SOFR Compound with Observation Period Shift**") is specified as applicable in the relevant Issue Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period.

"**d₀**", for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period.

"**i**" is a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period.

"**n_i**" for any U.S. Government Securities Business Day "**i**" in the relevant Observation Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period.

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

"**SOFR_i**", for any U.S. Government Securities Business Day "**i**" in the relevant Observation Period, is equal to SOFR in respect of that day.

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- (iii) if SOFR Compound with Payment Delay ("**SOFR Compound with Payment Delay**") is specified as applicable in the relevant Issue Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period.

"**d₀**", for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period.

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period.

"**n_i**" for any U.S. Government Securities Business Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**SOFR_i**", for any U.S. Government Securities Business Day "**i**" in the relevant Interest Period, is equal to SOFR in respect of that day.

Where "SOFR Compound with Payment Delay" applies, for the purposes of calculating the SOFR Benchmark with respect to the final Interest Period, the level of SOFR for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SOFR in respect of such SOFR Rate Cut-Off Date.

- (iv) if SOFR Index Average ("**SOFR Index Average**") is specified as applicable in the relevant Issue Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of the SOFR Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SONIA Index_{End}}{SONIA Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

where:

"**d_c**" means the number of calendar days from, and including, the SOFR Index_{Start} to, but excluding, the SOFR Index_{End}.

"**SOFR Index Determination Time**" means approximately 8.00 a.m. (New York City time).

"**SOFR Index**" means, in respect of any U.S. Government Securities Business Day, the SOFR Index value as published by the Federal Reserve Bank of New York in relation to such U.S. Government Securities Business Day, as such value appears at the SOFR Index Determination Time on such U.S. Government Securities Business Day on the Federal Reserve Bank of New York's Website, and appearing on the Relevant Screen Page.

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"**SOFR Index_{End}**" means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Issue Terms preceding the Interest Period End Date relating to such Interest Period (or in the final Interest Period, the Maturity Date or redemption date).

"**SOFR Index_{Start}**" means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Issue Terms preceding the first date of the relevant Interest Period.

If the values for SOFR Index_{Start} or SOFR Index_{End} are not published on or by the relevant Interest Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred, the "SOFR Index Average" shall be calculated on such Interest Determination Date with respect to the relevant Interest Period, in accordance with the formula set out in Condition 6.8(b)(ii) (*SOFR Compound with Observation Period Shift*) above and for such purpose, "Observation Shift Days" shall be the number of U.S. Government Securities Business Days specified for such purpose in the relevant Issue Terms. If a Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in paragraph (iii) below shall apply.

(c) *Effect of Benchmark Transition Event*

- (i) *Benchmark Replacement.* If the Issuer or its designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Securities in respect of such determination on such date and all determinations on all subsequent dates.
- (ii) *Benchmark Replacement Conforming Changes.* In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.
- (iii) *Decisions and Determinations.* Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 6.8(c) (*Effect of Benchmark Transition Event*), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Issuer's or its designee's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Securities, shall become effective without consent from the holders of the Securities or any other party.
- (iv) *French Law Securities.* With respect to French Law Securities, references in this provision and the related definitions to the "Issuer or its designee" shall be deemed to be reference to the "Calculation Agent".

For the avoidance of doubt, capitalised terms used in this Condition 6.8(c) (*Effect of Benchmark Transition Event*) shall have the meanings given to them in Condition 2.1 (*Definitions*).

6.9 *Provisions specific to SONIA as Reference Rate*

- (a) If Screen Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined and SONIA is specified in the relevant Issue Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant SONIA Benchmark plus or minus (as indicated in the applicable Issue Terms) the Margin (if any) (as specified in the relevant Issue Terms), subject to a minimum of zero per cent.
- (b) The "**SONIA Benchmark**" will be determined based on SONIA Compound with Lookback, SONIA Compound with Observation Period Shift, SONIA Compound with Payment Delay or SONIA Index Average, as follows:

- (i) if SONIA Compound with Lookback ("**SONIA Compound with Lookback**") is specified as applicable in the relevant Issue Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-\text{pLBD}} \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d₀**" for any Interest Period, means the number of London Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

"**Lookback Days**" means the number of London Banking Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent);

"**n_i**" for any London Banking Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following London Banking Day ("**i+1**");

"**SONIA_{i-pLBD}**" for any London Banking Day "**i**" in the relevant Interest Period, is equal to the SONIA in respect of the London Banking Day falling a number of London Banking Days prior to that day "**i**" equal to the number of Lookback Days.

- (ii) if SONIA Compound with Observation Period Shift ("**SONIA Compound with Observation Period Shift**") is specified as applicable in the relevant Issue Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d₀**" for any Observation Period, means the number of London Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Observation Period;

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"**n_i**" for any London Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of London Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of London Banking Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period;

"**Observation Shift Days**" means the number of London Banking Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent); and

"**SONIA_i**" for any London Banking Day "i" in the relevant Observation Period, is equal to SONIA in respect of that day "i".

- (iii) if SONIA Compound with Payment Delay ("**SONIA Compound with Payment Delay**") is specified as applicable in the relevant Issue Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d₀**" for any Interest Period, means the number of London Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d₀, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

"**n_i**" for any London Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**");

"**SONIA_i**" for any London Banking Day "i" in the relevant Interest Period, is equal to SONIA in respect of that day "i".

Where "SONIA Compound with Payment Delay" applies, for the purposes of calculating the SONIA Benchmark with respect to the final Interest Period, the level of SONIA for each London Banking Day in the period from (and including) the SONIA Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SONIA in respect of such SONIA Rate Cut-Off Date.

- (iv) if SONIA Index Average ("**SONIA Index Average**") is specified as applicable in the relevant Issue Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of the SONIA Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

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$$\left(\frac{SONIA Index_{End}}{SONIA Index_{Start}} - 1 \right) \times \left(\frac{365}{d} \right)$$

where:

"d" means the number of calendar days from, and including, the SONIA Index_{Start} to, but excluding, the SONIA Index_{End}.

"**Relevant Number**" means the number specified as such in the applicable Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

"**SONIA Index**" means in respect of any London Banking Day, the SONIA Compounded Index in relation to such London Banking Day as provided by the Bank of England (or any successor) to authorised distributors and as then published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case on such London Banking Day.

If the value of either or both of SONIA Index_{Start} or SONIA Index_{End} is not published or displayed on the Relevant Screen Page by the administrator of the SONIA Index or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the SONIA Benchmark for the applicable Interest Period for which the SONIA Index is not available shall be determined as set out under Condition 6.9(b)(ii) (*SONIA Compound with Observation Period Shift*) above as if SONIA Compound with Observation Period Shift were specified as applicable in the relevant Issue Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Period for which the SONIA Index is not available shall be deemed to be equal to the Relevant Number of London Banking Days plus one (or such other number of London Banking Days as is specified for this purpose in the applicable Issue Terms), as if such alternative elections had been made in the applicable Issue Terms.

"**SONIA Index_{End}**" means, in respect of an Interest Period, the SONIA Index value on the date that is the Relevant Number of London Banking Days preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**SONIA Index_{Start}**" means, in respect of an Interest Period, the SONIA Index value on the date that is the Relevant Number of London Banking Days preceding the first date of the relevant Interest Period.

For the purposes of this Condition 6.9 (*Provisions specific to SONIA as Reference Rate*), if SONIA in respect of any London Banking Day (the "**Relevant London Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of SONIA, by either (A) the immediately following London Banking Day (or any amended publication day for SONIA as specified by the administrator of SONIA in the SONIA benchmark methodology) or (B) such other date and time on which SONIA for the Relevant London Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Conditions 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) or 6.22 (*General Fallback Arrangements*) (as applicable) have occurred, SONIA for the Relevant London Banking Day shall be deemed to be the rate equal to SONIA for the most recent London Banking Day in respect of which SONIA was so published or provided.

6.10 **Provisions specific to €STR as Reference Rate**

- (a) If Screen Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined and €STR is specified in the relevant Issue Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant €STR Benchmark plus or minus (as indicated in the applicable Issue Terms) the Margin (if any) (as specified in the relevant Issue Terms), subject to a minimum of zero per cent.
- (b) The "**€STR Benchmark**" will be determined based on €STR Compound with Lookback, €STR Compound with Observation Period Shift, €STR Compound with Payment Delay or €STR Index Average, as follows:

- (i) if €STR Compound with Lookback ("**€STR Compound with Lookback**") is specified as applicable in the relevant Issue Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{€STR}_{i-\text{pTBD}} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d₀**" for any Interest Period, means the number of TARGET Settlement Days in the relevant Interest Period;

"**€STR_{i-pTBD}**" for any TARGET Settlement Day "**i**" in the relevant Interest Period, is equal to €STR in respect of the TARGET Settlement Day falling a number of TARGET Settlement Days prior to that day "**i**" equal to the number of Lookback Days.

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in the relevant Interest Period;

"**Lookback Days**" means the number of TARGET Settlement Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent);

"**n_i**" for any TARGET Settlement Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following TARGET Settlement Day ("**i+1**");

- (ii) if €STR Compound with Observation Period Shift ("**€STR Compound with Observation Period Shift**") is specified as applicable in the relevant Issue Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{€STR}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

where:

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"d" means the number of calendar days in the relevant Observation Period;

"d₀" for any Observation Period, means the number of TARGET Settlement Days in the relevant Observation Period;

"€STR_i" for any TARGET Settlement Day "i" in the relevant Observation Period, is equal to €STR in respect of that day "i".

"i" is a series of whole numbers from one to d₀, each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in the relevant Observation Period;

"n_i" for any TARGET Settlement Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following TARGET Settlement Day ("i+1");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of TARGET Settlement Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of TARGET Settlement Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period; and

"**Observation Shift Days**" means the number of TARGET Settlement Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

- (iii) if €STR Compound with Payment Delay ("**€STR Compound with Payment Delay**") is specified as applicable in the relevant Issue Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{€STR}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

where:

"d" means the number of calendar days in the relevant Interest Period;

"d₀" for any Interest Period, means the number of TARGET Settlement Days in the relevant Interest Period;

"€STR_i" for any TARGET Settlement Day "i" in the relevant Interest Period, is equal to €STR in respect of that day "i".

"i" is a series of whole numbers from one to d₀, each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in the relevant Interest Period;

"n_i" for any TARGET Settlement Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following TARGET Settlement Day ("i+1").

Where "€STR Compound with Payment Delay" applies, for the purposes of calculating €STR with respect to the final Interest Period, the level of €STR for each TARGET Settlement Day in the period from (and including) the €STR Rate Cut-Off Date to (but excluding) the Maturity

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Date or the redemption date, as applicable, shall be the level of €STR in respect of such €STR Rate Cut-Off Date.

- (iv) if €STR Index Average ("**€STR Index Average**") is specified as applicable in the relevant Issue Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of the €STR Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{\text{€STR Index}_{\text{End}}}{\text{€STR Index}_{\text{Start}}} - 1 \right) \times \left(\frac{360}{d} \right)$$

where:

"**d**" means the number of calendar days from, and including, the €STR Index_{Start} to, but excluding, the €STR Index_{End}.

"**€STR Index**" means, in respect of any TARGET Settlement Day, the Compounded €STR Index in relation to such TARGET Settlement Day as published by the ECB on the ECB's Website on such TARGET Settlement Day and appearing on the Relevant Screen Page.

If the value of either or both of €STR Index_{Start} or €STR Index_{End} is not published or displayed on the ECB's Website or the Relevant Screen Page by the administrator of the €STR Index or other information service by 5.00 p.m. (Central European Time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of €STR Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the €STR Benchmark for the applicable Interest Period for which the €STR Index is not available shall be determined as set out under Condition 6.10(b)(ii) (*€STR Compound with Observation Period Shift*) above as if €STR Compound with Observation Period Shift were specified as applicable in the relevant Issue Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Period for which the €STR Index is not available shall be deemed to be equal to the Relevant Number of TARGET Settlement Days plus one (or such other number of TARGET Settlement Days as is specified for this purpose in the applicable Issue Terms), as if such alternative elections had been made in the applicable Issue Terms.

"**€STR Index_{End}**" means, in respect of an Interest Period, the €STR Index value on the date that is the Relevant Number of TARGET Settlement Days specified in the relevant Issue Terms preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**€STR Index_{Start}**" means, in respect of an Interest Period, the €STR Index value on the date that is the Relevant Number of TARGET Settlement Days preceding the first date of the relevant Interest Period.

"**Relevant Number**" means the number specified as such in the applicable Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

For the purposes of this Condition 6.10 (*Provisions specific to €STR as Reference Rate*), if €STR in respect of any TARGET Settlement Day (the "**Relevant TARGET Settlement Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of €STR, by either (A) the immediately following TARGET Settlement Day (or any amended publication day for €STR as specified by the administrator of €STR in the €STR benchmark methodology) or (B) such other date and time on which €STR for the Relevant TARGET Settlement Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Conditions 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) or 6.22 (*General Fallback Arrangements*) (as applicable) have

occurred, €STR for the Relevant TARGET Settlement Day shall be deemed to be the rate equal to €STR for the most recent TARGET Settlement Day in respect of which €STR was so published or provided.

6.11 **Provisions specific to SARON as Reference Rate**

- (a) If Screen Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined and SARON is specified in the relevant Issue Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant SARON Benchmark plus or minus (as indicated in the applicable Issue Terms) the Margin (if any) (as specified in the relevant Issue Terms), subject to a minimum of zero per cent.
- (b) The "**SARON Benchmark**" will be determined based on SARON Compound with Lookback, SARON Compound with Observation Period Shift, SARON Compound with Payment Delay or SAION Index Average, as follows:

- (i) if SARON Compound with Lookback ("**SARON Compound with Lookback**") is specified as applicable in the relevant Issue Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SARON}_{i-\text{xZBD}} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

where:

"d" means the number of calendar days in the relevant Interest Period;

"d₀" for any Interest Period, means the number of Zurich Banking Days in the relevant Interest Period;

"i" is a series of whole numbers from one to d₀, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Interest Period;

"**Lookback Days**" means the number of Zurich Banking Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent);

"n_i" for any Zurich Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("i+1");

"**SARON_{i-xZBD}**" for any Zurich Banking Day "i" in the relevant Interest Period, is equal to SARON in respect of the Zurich Banking Day falling a number of Zurich Banking Days prior to that day "i" equal to the number of Lookback Days.

- (ii) if SARON Compound with Observation Period Shift ("**SARON Compound with Observation Period Shift**") is specified as applicable in the relevant Issue Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SARON}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

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where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d₀**" for any Observation Period, means the number of Zurich Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Observation Period;

"**n_i**" for any Zurich Banking Day "**i**" in the relevant Observation Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period;

"**Observation Shift Days**" means the number of Zurich Banking Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent); and

"**SARON_i**" for any Zurich Banking Day "**i**" in the relevant Observation Period, is equal to SARON in respect of that day "**i**".

- (iii) if SARON Compound with Payment Delay ("**SARON Compound with Payment Delay**") is specified as applicable in the relevant Issue Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SARON}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d₀**" for any Interest Period, means the number of Zurich Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Interest Period;

"**n_i**" for any Zurich Banking Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**SARON_i**" for any Zurich Banking Day "**i**" in the relevant Interest Period, is equal to SARON in respect of that day "**i**".

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Where "SARON Compound with Payment Delay" applies, for the purposes of calculating SARON with respect to the final Interest Period, the level of SARON for each Zurich Banking Day in the period from (and including) the SARON Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SARON in respect of such SARON Rate Cut-Off Date.

- (iv) if SAION Index Average ("**SAION Index Average**") is specified as applicable in the relevant Issue Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of the SAION Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SAION Index_{End}}{SAION Index_{Start}} - 1 \right) \times \left(\frac{360}{d} \right)$$

where:

"**d**" means the number of calendar days from, and including, the SAION Index_{Start} to, but excluding, the SAION Index_{End}.

"**Relevant Number**" means the number specified as such in the applicable Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

"**SAION Index**" means, in respect of any Zurich Banking Day, the SAION Index in relation to such Zurich Banking Day as provided by SIX Index AG (or any successor administrator) to authorised distributors and as then published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by such administrator or authorised distributors, in each case on such Zurich Banking Day.

If the value of either or both of SAION Index_{Start} or SAION Index_{End} is not published or displayed by the administrator of the SARON or other information service by 6.00 p.m. (Zurich time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SAION Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the SARON Benchmark for the applicable Interest Period for which the SAION Index is not available shall be determined as set out under Condition 6.11(b)(ii) (*SARON Compound with Observation Period Shift*) above as if SARON Compound with Observation Period Shift were specified as applicable in the relevant Issue Terms, and for these purposes the Observation Shift Days in respect of the applicable Interest Period for which the SAION Index is not available shall be deemed to be equal to the Relevant Number of Zurich Banking Days plus one (or such other number of Zurich Banking Days as is specified for this purpose in the applicable Issue Terms), as if such alternative elections had been made in the applicable Issue Terms.

"**SAION Index_{End}**" means, with respect to an Interest Period, the SAION Index value on the date that is the Relevant Number of Zurich Banking Days preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**SAION Index_{Start}**" means, with respect to an Interest Period, the SAION Index value on the date that is the Relevant Number of Zurich Banking Days preceding the first date of the relevant Interest Period.

For the purposes of this Condition 6.11 (*Provisions specific to SARON as Reference Rate*), if SARON in respect of any Zurich Banking Day (the "**Relevant Zurich Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of SARON, by either (A) that Zurich Banking Day (or any amended publication day for SARON as

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specified by the administrator of SARON in the SARON benchmark methodology) or (B) such other date and time on which SARON for the Relevant Zurich Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Conditions 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) or 6.22 (*General Fallback Arrangements*) (as applicable) have occurred, SARON for the Relevant Zurich Banking Day shall be deemed to be the rate equal to SARON for the most recent Zurich Banking Day in respect of which SARON was so published or provided.

6.12 **Provisions specific to TONA as Reference Rate**

- (a) If Screen Rate Determination is specified in the applicable Issue Terms as the manner in which a Floating Interest Rate is to be determined and TONA is specified in the relevant Issue Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant TONA Benchmark plus or minus (as indicated in the applicable Issue Terms) the Margin (if any) (as specified in the relevant Issue Terms), subject to a minimum of zero per cent.
- (b) The "**TONA Benchmark**" will be determined based on TONA Compound with Lookback, TONA Compound with Observation Period Shift, TONA Compound with Payment Delay or TONA Index Average, as follows:
 - (i) if TONA Compound with Lookback ("**TONA Compound with Lookback**") is specified as applicable in the relevant Issue Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{TONA}_{i-\text{pTBD}} \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d₀**" for any Interest Period, means the number of Tokyo Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Period;

"**Lookback Days**" means the number of Tokyo Banking Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent);

"**n_i**" for any Tokyo Banking Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**TONA_{i-pTBD}**" for any Tokyo Banking Day "**i**" in the relevant Interest Period, is equal to TONA in respect of the Tokyo Banking Day falling a number of Tokyo Banking Days prior to that day "**i**" equal to the number of Lookback Days.

- (ii) if TONA Compound with Observation Period Shift ("**TONA Compound with Observation Period Shift**") is specified as applicable in the relevant Issue Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage

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rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{TONA}_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d₀**" for any Observation Period, means the number of Tokyo Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Observation Period;

"**n_i**" for any Tokyo Banking Day "**i**" in the relevant Observation Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period;

"**Observation Shift Days**" means the number of Tokyo Banking Days specified in the relevant Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent); and

"**TONA_i**" for any Tokyo Banking Day "**i**" in the relevant Observation Period, is equal to TONA in respect of that day "**i**".

- (iii) if TONA Compound with Payment Delay ("**TONA Compound with Payment Delay**") is specified as applicable in the relevant Issue Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{TONA}_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d₀**" for any Interest Period, means the number of Tokyo Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to **d₀**, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Period;

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"**n_i**" for any Tokyo Banking Day "**i**" in the relevant Interest Period, means the number of calendar days from, and including, such day "**i**" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**TONA_i**" for any Tokyo Banking Day "**i**" in the relevant Interest Period, is equal to TONA in respect of that day "**i**".

Where "TONA Compound with Payment Delay" applies, for the purposes of calculating TONA with respect to the final Interest Period, the level of TONA for each Tokyo Banking Day in the period from (and including) the TONA Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of TONA in respect of such TONA Rate Cut-Off Date.

- (iv) if TONA Index Average ("**TONA Index Average**") is specified as applicable in the relevant Issue Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of the TONA Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{TONA Index_{End}}{TONA Index_{Start}} - 1 \right) \times \left(\frac{365}{d} \right)$$

where:

"**d**" means the number of calendar days from, and including, the TONA Index_{Start} to, but excluding, the TONA Index_{End}.

"**Relevant Number**" means the number specified as such in the applicable Issue Terms (which number shall not be specified as less than five without the prior agreement of the Calculation Agent).

"**TONA Index**" means, in respect of any Tokyo Banking Day, the TONA Index in relation to such Tokyo Banking Day as provided by QUICK Corp (or any successor administrator) and published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by QUICK Corp. (or successor administrator), in each case on such Tokyo Banking Day.

If the value of either or both of TONA Index_{Start} or TONA Index_{End} is not published or displayed on the Relevant Screen Page by the administrator of the TONA Index or other information service by 5.00 p.m. (Tokyo time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the TONA Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the TONA Benchmark for the applicable Interest Period for which the TONA Index is not available shall be determined as set out under Condition 6.12(b)(ii) (*TONA Compound with Observation Period Shift*) above as if TONA Compound with Observation Period Shift were specified as applicable in the relevant Issue Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Period for which the TONA Index is not available shall be deemed to be equal to the Relevant Number of Tokyo Banking Days plus one (or such other number of Tokyo Banking Days as is specified for this purpose in the applicable Issue Terms), as if such alternative elections had been made in the applicable Issue Terms.

"**TONA Index_{End}**" means, with respect to an Interest Period, the TONA Index value on the date that is the Relevant Number of Tokyo Banking Days preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**TONA Index_{Start}**" means, with respect to an Interest Period, the TONA Index value on the date that is the Relevant Number of Tokyo Banking Days preceding the first date of the relevant Interest Period.

For the purposes of this Condition 6.12 (*Provisions specific to TONA as Reference Rate*), if TONA in respect of any Tokyo Banking Day (the "**Relevant Tokyo Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of TONA, by either (A) the immediately following Tokyo Banking Day (or any amended publication day for TONA as specified by the administrator of TONA in the TONA benchmark methodology) or (B) such other date and time on which TONA for the Relevant Tokyo Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Conditions 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) or 6.22 (*General Fallback Arrangements*) (as applicable) have occurred, TONA for the Relevant Tokyo Banking Day shall be deemed to be the rate equal to TONA for the most recent Tokyo Banking Day in respect of which TONA was so published or provided.

- 6.13 ***Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked Interest Provisions and Futures Contract-Linked Interest Provisions:*** If one or more of the Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked or Futures Contract-Linked Interest Provisions are specified in the applicable Issue Terms as being applicable, the interest payable in respect of the Securities for each Interest Period will be determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms.
- 6.14 ***Maximum or Minimum Rate of Interest:*** If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the applicable Issue Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- 6.15 ***Calculation of Interest Amount and Corrections:*** In respect of Floating Rate Securities and in respect of Securities for which one or more of the Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked or Futures Contract-Linked Interest Provisions are specified in the applicable Issue Terms as being applicable ("**Other Underlying Interest Linked Securities**"), the Determination Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period and subject as provided below, calculate the Interest Amount payable in respect of each Floating Rate Security or, as the case may be, Other Underlying Interest Linked Security for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination (in the case of Notes) or Specified Unit Value (in the case of Certificates) of the relevant Security divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

In the event that any floating rate (a "**Relevant Floating Rate**") used to determine a Floating Interest Rate under the Securities (other than where ISDA Determination is specified in the applicable Issue Terms as the manner in which such Floating Interest Rate is to be determined) is subsequently corrected by the administrator or (if none) provider of such rate (the "**Administrator**"), and the correction (the "**Corrected Rate**") is published after the original publication but no later than (a) the Correction Cut-off Time specified in the applicable Issue Terms or, if none, (b) the longer of (i) one hour after such original publication and (ii) any other period for corrections specified by the Administrator in its methodology for the Relevant Floating Rate, then PROVIDED THAT such Corrected Rate is published on or prior to the date falling two Business Days prior to the date on which a related payment is scheduled to be made under the Securities (the "**Relevant Scheduled Payment Date**"), then such Corrected Rate shall be deemed to be the relevant Relevant Floating Rate and the Determination Agent shall use such Corrected Rate in determining any relevant amount payable in respect of the Securities. Any corrections published after the second Business Day prior to the Relevant Scheduled Payment Date shall be disregarded for the purposes of determining the relevant Relevant Floating Rate.

- 6.16 **Publication:** The Determination Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each listing authority, stock exchange and/or quotation system (if any) by which the Securities have been admitted to listing, trading and/or quotation as soon as practicable after such determination and in any event not later than 15 Business Days after such determination. Notice thereof shall also be given to the Securityholders as soon as practicable after such determination and in any event not later than 15 Business Days after such determination. The Determination Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) in the event of an extension or shortening of the relevant Interest Period and shall be required to notify the Securityholders, the Paying Agents and each listing authority, stock exchange and/or quotation system (if any) by which the Securities have been admitted to listing, trading and/or quotation as soon as practicable after such recalculation and in any event not more than 15 Business Days after such recalculation has been made.

For Notes listed and/or admitted to trading on MOT, on EuroTLX Bond-X and Euronext Access Milan, notwithstanding the above the Determination Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to Borsa Italiana S.p.A. ("**Borsa Italiana**") no later than (i) two Milan Business Days prior to the first day of each Interest Period in the case of Notes to be traded on an ex coupon basis (*corso secco*); or (ii) three Milan Business Days prior to the relevant Interest Period End Date in the case of Notes to be traded on a cum-coupon basis (*tel quel*). Notice of the foregoing will be published in accordance with Condition 29 (*Notices*) as soon as possible after the determination and in no event later than four Milan Business Days thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to Borsa Italiana. The Issuer will cause the early redemption of the Notes to be notified to Borsa Italiana three Milan Business Days in advance at the latest.

For the purposes of this Condition, the expression ("**Milan Business Day**") means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Milan.

- 6.17 **Notifications etc.:** All notifications, certificates, calculations given, expressed, made or obtained for the purposes of this Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Securityholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers and duties for such purposes.
- 6.18 **Interest on Swedish Securities:** For the purposes of calculation of any amount of interest on Swedish Securities, the provisions of this Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) shall be amended so that all periods shall consist of the period from (but excluding) the first day of the relevant period up to (and including) the last day of the relevant period.
- 6.19 **Interest on Structured Rate Linked Securities:** This Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) shall apply to Floating to Fixed Rate Securities, Steepener Securities, Digital Option Securities, Inverse Floater Securities and Switchable Securities (collectively, the "**Structured Rate Linked Securities**"). Structured Rate Linked Securities (other than Fixed to Floating Rate Switchable Securities) shall be deemed Floating Rate Securities for the purposes hereof and interest shall accrue and be payable on Structured Rate Linked Securities (other than Fixed to Floating Rate Switchable Securities) in respect of each Interest Period at the Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*).
- 6.20 **Relevant Rates Benchmark Discontinuance or Prohibition on Use:** If (i) Condition 6.8(c) (*Effect of Benchmark Transition Event*) and Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*) do not apply and (ii) unless otherwise specified in the Issue Terms, where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate

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Option (as defined in the ISDA Definitions) to apply following the occurrence of any of the following events and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions), then, notwithstanding the terms set forth elsewhere in these Base Conditions, if the Determination Agent determines that any of the following events has occurred:

- (a) a public statement or publication of information by or on behalf of the administrator of the Relevant Rates Benchmark announcing that it has ceased or will cease to provide the Relevant Rates Benchmark permanently or indefinitely, provided that, at the time of statement or publication, there is no successor administrator that will continue to provide the Relevant Rates Benchmark; or
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Rates Benchmark, the central bank for the currency of the Relevant Rates Benchmark, an insolvency official with jurisdiction over the administrator of the Relevant Rates Benchmark, a resolution authority with jurisdiction over the administrator of the Relevant Rates Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator of the Relevant Rates Benchmark, which states that the administrator of the Relevant Rates Benchmark has ceased or will cease to provide the Relevant Rates Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Rates Benchmark; or
- (c) unless otherwise specified in the Issue Terms, an Administrator/Benchmark Event occurs in relation to a Relevant Rates Benchmark,

then the Determination Agent may use, as a substitute for the Relevant Rates Benchmark, and for each future Interest Determination Date (or other rate fixing date), the alternative rates benchmark determined in accordance with the following provisions:

- (i) if an alternative reference rate, index or benchmark is specified in the Issue Terms for this purpose (an "**Alternative Pre-nominated Reference Rate**"), such Alternative Pre-nominated Reference Rate; or
- (ii) if an Alternative Pre-nominated Reference Rate is not specified in the Issue Terms, the alternative reference rate, index or benchmark 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 applicable index currency that is consistent with accepted market practice (the rate determined under sub-paragraph (i) above or this sub-paragraph (ii), the "**Alternative Rate**").

The Determination Agent may, after consultation with the Issuer, determine any adjustments to the Alternative Rate or the Margin (which may include the addition of an adjustment spread, which may be positive or negative, in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the Relevant Rates Benchmark with the Alternative Rate), as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Securities, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Securities.

If the Determination Agent determines, after consultation with the Issuer, that no such Alternative Rate exists on the relevant date, it may, after consultation with the Issuer, determine an alternative rate to be used as a substitute for the Relevant Rates Benchmark (which shall be the "Alternative Rate" for the purposes of these provisions), as well as any adjustments to the Margin (including any adjustment spread), the Business Day Convention, the Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions in respect of the Securities, in each case, that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Securities.

The Issuer will then provide a notice, in accordance with Condition 29 (*Notices*), to Securityholders to inform them of the occurrence of any of events listed in Conditions 6.20(a) to 6.20(c) (*the Relevant Rates*

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Benchmark Discontinuance or Prohibition on Use) above, the Alternative Rate and any adjustment determinations which will apply to the Securities. The notice shall also confirm the effective date of the Alternative Rate and any adjustments.

Notwithstanding anything else in this Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*), if the Determination Agent determines that the selection of a particular index, benchmark or other price as an "Alternative Rate" (taking into account any necessary adjustments that would need to be made in accordance with this Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*)) (1) is or would be unlawful under any applicable law or regulation; or (2) would contravene any applicable licensing requirements; or (3) would result in the Determination Agent, the Issuer or the Calculation Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject the Determination Agent, the Issuer or the Calculation Agent to material additional regulatory obligations which it is unwilling to undertake, then the Determination Agent shall not select such index, benchmark or price source as the Alternative Rate).

If the Determination Agent is unable to identify an Alternative Rate and determine the necessary adjustments to the terms of the Securities, then the Issuer may, in its reasonable discretion, determine that the Securities shall be redeemed as of any later date. If the Issuer so determines that the Securities shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and upon redemption the Issuer will pay in respect of each Security an amount equal to either:

- (A) If "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued)" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, together with accrued interest (if any);
- (B) If "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;
- (C) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued)" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, without accrued interest;
- (D) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, without accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;
- (E) If "Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such date as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (F) If "Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption

of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount.

In the case where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate and the Margin (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Securities, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Securities. The Issuer will provide a notice, in accordance with Condition 29 (*Notices*), to Securityholders to inform them of any adjustment determinations which will apply to the Securities. The notice shall also confirm the effective date of any adjustments.

6.21 *CMS Reference Rate – Effect of Index Cessation Event*

This Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*) applies where (i) the Relevant Rates Benchmark is a CMS Reference Rate and (ii) the applicable Issue Terms specifies that the provisions of this Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*) are applicable.

- (a) *Index Cessation.* If, as of an Interest Determination Date or any other relevant day on which a CMS Reference Rate is to be determined, an Index Cessation Effective Date with respect to the applicable tenor of the then-current CMS Reference Rate has occurred, then the CMS Reference Rate in respect of such Interest Determination Date or other relevant day (as applicable) and each subsequent Interest Determination Date or other relevant day (as applicable) shall be the sum of (i) the Benchmark Replacement; and (ii) any adjustment spread (which may be a positive or negative value or zero), in each case determined on that Interest Determination Date or other relevant day (as applicable) by the Determination Agent acting in good faith and in a commercially reasonable manner. Following the occurrence of an Index Cessation Effective Date in respect of one or more Index Cessation Events, the determination of the Benchmark Replacement and any adjustment spread will be a one-time process and will apply to each following Interest Determination Date or other relevant day (as applicable).
- (b) *Early Redemption.* If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Reference Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, determine that the Securities shall be redeemed as of any later date. If the Issuer so determines that the Securities shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and upon redemption the Issuer will pay in respect of each Security an amount equal to:
 - (i) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued)" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, together with accrued interest (if any);
 - (ii) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

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- (iii) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued)" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, without accrued interest;
- (iv) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, without accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;
- (v) if "Early Redemption Amount (CMS Reference Rate) – Fair Market Value Less Costs" is specified in the applicable Issue Terms, an amount equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (vi) if "Early Redemption Amount (CMS Reference Rate) - Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

The Issuer's obligation under the Securities shall be satisfied in full upon payment of such amount.

- (c) *Decisions and Determinations.* Any determination, decision, selection or election that may be made by the Issuer, the Determination Agent or their respective designees, pursuant to this Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*), including any determination with respect to a tenor, rate, spread or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any determination, decision, selection or election:
 - (i) will be conclusive and binding absent manifest error;
 - (ii) will be made in such person's sole discretion; and
 - (iii) notwithstanding anything to the contrary in the documentation relating to the Securities, shall become effective without consent from the holders of the Securities or any other party.
- (d) For the purposes of this Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*), the following terms shall bear the following meanings:

"Benchmark Replacement" means the first alternative benchmark set forth in the order below that can be determined by the Determination Agent as of the Interest Determination Date or other relevant day on which a CMS Reference Rate is to be determined, in each case next succeeding the relevant Index Cessation Effective Date (or, if the Index Cessation Effective Date occurs on the Interest Determination Date or other relevant day, that Interest Determination Date or other relevant day (as applicable)):

- (i) if an alternative reference rate, index or benchmark is specified in the Issue Terms for this purpose (an **"Alternative Pre-nominated Reference Rate"**), such Alternative Pre-nominated Reference Rate;

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- (ii) the alternate rate of interest that has been selected or recommended by the relevant governmental body or agency with jurisdiction over the then-current CMS Reference Rate or the administrator thereof as the replacement for the then-current CMS Reference Rate for the applicable index maturity; or
- (iii) the alternate rate of interest that has been selected by the Determination Agent as the replacement for the then-current CMS Reference Rate for the applicable index maturity giving due consideration to any industry-accepted replacement rate for the then-current CMS Reference Rate for floating rate notes denominated in the Index Currency at such time, including any alternate rate recommended by the International Swaps and Derivatives Association, Inc. or any successor thereto.

In connection with the implementation of a Benchmark Replacement, the Determination Agent or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any changes (including changes to the definition of "Interest Period", the timing and frequency of determining rates and making payments of interest, and other administrative matters) that the Determination Agent or its designee determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Determination Agent or its designee determines that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Determination Agent or its designee determines is reasonably necessary).

"CMS Reference Rate" means, initially, the CMS Reference Rate specified in the applicable Issue Terms; provided that if an Index Cessation Effective Date has occurred with respect to such rate or the then-current CMS Reference Rate, then "CMS Reference Rate" means the applicable Benchmark Replacement. For the avoidance of doubt, such Benchmark Replacement will replace the then-current CMS Reference Rate for all purposes relating to the Securities.

"Index Cessation Effective Date" means, in respect of the then-current CMS Reference Rate and one or more Index Cessation Events, the first date on which the CMS Reference Rate would ordinarily have been published or provided and is no longer published or provided. If the CMS Reference Rate ceases to be provided on an Interest Determination Date or other relevant day, but it was provided at the time at which it is to be observed pursuant to these Conditions, then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published or provided.

"Index Cessation Event" means, in respect of the then-current CMS Reference Rate:

- (i) a public statement or publication of information by or on behalf of the administrator of the CMS Reference Rate announcing that it has ceased or will cease to provide the CMS Reference Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the CMS Reference Rate;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the CMS Reference Rate, the central bank for the currency of the CMS Reference Rate, an insolvency official with jurisdiction over the administrator for the CMS Reference Rate, a resolution authority with jurisdiction over the administrator for the CMS Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the CMS Reference Rate, which states that the administrator of the CMS Reference Rate has ceased or will cease to provide the CMS Reference Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the CMS Reference Rate;
- (iii) unless otherwise specified in the applicable Issue Terms, an Administrator/Benchmark Event occurs with respect to the CMS Reference Rate (with the CMS Reference Rate being the Relevant Rates Benchmark for the purpose of the definition of "Administrator/Benchmark Event").

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"Index Currency" means the currency in respect of which the relevant CMS Reference Rate is calculated or expressed, as determined by the Determination Agent.

(e) *Application to multiple CMS Reference Rates.* If either:

- (i) the CMS Interest Rate is specified in the applicable Issue Terms to be "Spread CMS Rate"; or
- (ii) the Securities otherwise reference more than one CMS Reference Rate,

the foregoing provisions of this Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*) shall apply separately for each of CMS Reference Rate so referenced (including each of CMS Reference Rate 1 and CMS Reference Rate 2 in the case where the CMS Interest Rate is a "Spread CMS Rate" and for the purpose of construing such provisions, each of CMS Reference Rate 1 and CMS Reference Rate 2 shall be the "CMS Reference Rate"). However, if an Index Cessation Effective Date has occurred in respect of one or more CMS Reference Rate(s) (the **"Impacted CMS Reference Rate(s)"**) but not all of the CMS Reference Rate(s) referenced by the Securities (the **"Non-Impacted CMS Reference Rate(s)"**), the Issuer or its designee may elect to treat each of the Non-Impacted CMS Reference Rate(s) as if an Index Cessation Effective Date had occurred in respect of such Non-Impacted CMS Reference Rate and apply the foregoing provisions accordingly.

6.22 **General Fallback Arrangements**

The following provisions of this Condition 6.22 (*General Fallback Arrangements*) shall apply where:

- (a) the Relevant Rates Benchmark is EURIBOR, SONIA, €STR, SARON or TONA;
- (b) such Relevant Rates Benchmark has been permanently discontinued;
- (c) the applicable Issue Terms do not specify that the provisions of Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) are applicable; and
- (d) unless otherwise specified in the Issue Terms, where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option (as defined in the ISDA Definitions) following the permanent discontinuation of the Relevant Rates Benchmark fails to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions).

If this Condition 6.22 (*General Fallback Arrangements*) applies, then notwithstanding the terms set forth elsewhere in these Conditions; the Determination Agent will use, as a substitute for such Relevant Rates Benchmark, and for each future Interest Determination Date, 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 applicable index currency that is consistent with accepted market practice (the **"Alternative Rate"**). The Determination Agent will, after consultation with the Issuer, make such adjustments to the Alternative Rate or the Margin (or Margin 1 or Margin 2, as applicable), as well as the applicable Business Day Convention, Interest Determination Dates and related provisions and definitions of the Securities, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Securities. However, in the case of EURIBOR only, if the Determination Agent determines, after consultation with the Issuer, that no such Alternative Rate exists on the relevant date, it shall make a determination, after consultation with the Issuer, of an alternative rate as a substitute for EURIBOR, for debt obligations such as the Securities, as well as the Margin, the Business Day Convention and the Interest Determination Dates in respect of the Securities, that is consistent with accepted market practice.

In the case where ISDA Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate and the Margin (or Margin 1 or Margin 2, as applicable), (including any adjustment spread) as well as the applicable Business Day Convention, Interest

Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Securities, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Securities. The Issuer will provide a notice, in accordance with Condition 29 (*Notices*), to Securityholders to inform them of any adjustment determinations which will apply to the Securities. The notice shall also confirm the effective date of any adjustments.

7. ZERO COUPON SECURITY PROVISIONS

7.1 **Application:** This Condition 7 (*Zero Coupon Security Provisions*) is applicable to the Securities only if the Zero Coupon Security Provisions are specified in the applicable Issue Terms as being applicable.

7.2 **Late payment on Zero Coupon Securities:** If the Redemption Amount payable in respect of any Zero Coupon Security is improperly withheld or refused, the Redemption Amount in respect of each Security shall thereafter be an amount equal to the product of (a) the Calculation Amount of such Security and (b) the percentage produced by:

- (a) if Compounded Zero Coupon Securities is specified as applicable in the applicable Issue Terms, the following formula:

$$\text{Zero Coupon Reference Price} \times (1 + \text{Accrual Yield})^n$$

- (b) if Linear Zero Coupon Securities is specified as applicable in the applicable Issue Terms, the following formula:

$$\text{Zero Coupon Reference Price} + \text{Zero Coupon Reference Price} \times n \times \text{Accrual Yield}$$

Where "n" means the number of years from (and including) the Issue Date (or such other date as may be specified in the applicable Issue Terms as the "Accrued Value Commencement Date") to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Security up to that day are received by or on behalf of the relevant Securityholder and (ii) the day which is 15 Business Days after the Fiscal Agent has notified the Securityholders that it has received all sums due in respect of the Securities up to such 15th Business Day (except to the extent that there is any subsequent default in payment) and the calculation shall be made on the basis of such Day Count Fraction as may be specified in the applicable Issue Terms or, if none is so specified, a Day Count Fraction of 30/360.

7.3 **Interest on Swedish Securities:** For the purposes of calculation of any amount of interest on Swedish Securities, the provisions of this Condition 7 (*Zero Coupon Security Provisions*) shall be amended so that the relevant period shall consist of the period from (but excluding) the Issue Date up to (and including) the earlier of the dates specified in Condition 7.2 (*Late payment on Zero Coupon Securities*).

8. EQUITY-LINKED, COMMODITY-LINKED, CURRENCY-LINKED, INFLATION-LINKED, FUND-LINKED, PREFERENCE SHARE-LINKED AND FUTURES CONTRACT-LINKED SECURITIES AND MULTI ASSET BASKET SECURITIES

8.1 Morgan Stanley, MSI plc, MSBV, MSFL or MSESE may issue Securities:

- (a) the payment of interest on which is linked to the shares of an entity ("**Single Share-Linked Interest Securities**") or a basket of shares ("**Share Basket-Linked Interest Securities**") of entities not affiliated with the Issuer and/or to a single index (which, for the avoidance of doubt, may be a Proprietary Index) ("**Single Index-Linked Interest Securities**") or indices (which, for the avoidance of doubt, may be Proprietary Indices) of shares ("**Index Basket-Linked Interest Securities**") and/or interests in a single exchange traded fund ("**Single ETF-Linked Interest Securities**") or basket of exchange traded funds ("**ETF Basket-Linked Interest Securities**") and together with Single Share-Linked Interest Securities, Share Basket-Linked Interest Securities, Single Index-Linked Interest Securities, Index Basket-Linked Interest Securities and Single ETF-Linked Interest Securities, "**Equity-Linked Interest Securities**";
- (b) the payment of principal of which is linked to the shares of an entity ("**Single Share-Linked Redemption Securities**", and together with Single Share-Linked Interest Securities, the "**Single Share Securities**") or a basket of shares ("**Share Basket-Linked Redemption Securities** and

along with Share Basket-Linked Interest Securities, "**Share Basket Securities**") of entities not affiliated with the Issuer and/or to a single index (which, for the avoidance of doubt, may be a Proprietary Index) ("**Single Index-Linked Redemption Securities**", and together with Single Index-Linked Interest Securities, "**Single Index Securities**") or indices (which, for the avoidance of doubt, may be Proprietary Indices) of shares ("**Index Basket-Linked Redemption Securities**", and along with Index Basket-Linked Interest Securities, "**Index Basket Securities**") and/or interests in a single exchange traded fund ("**Single ETF-Linked Redemption Securities**", and together with Single ETF-Linked Interest Securities, "**Single ETF Securities**") or basket of exchange traded funds ("**ETF Basket-Linked Redemption Securities**", and (i) together with ETF Basket-Linked Interest Securities, "**ETF Basket Securities**", and (ii) together with Single Share-Linked Redemption Securities, Share Basket-Linked Redemption Securities, Single Index-Linked Redemption Securities, Index Basket-Linked Redemption Securities and the Single ETF-Linked Redemption Securities, "**Equity-Linked Redemption Securities**"). Equity-Linked Redemption Securities and Equity-Linked Interest Securities shall together be referred to as "**Equity-Linked Securities**";

- (c) the payment of interest on which is to be determined by reference to a single commodity price or index ("**Single Commodity-Linked Interest Securities**") or a basket of commodity prices or indices ("**Commodity Basket-Linked Interest Securities**" and together with the Single Commodity-Linked Interest Securities, the "**Commodity-Linked Interest Securities**");
- (d) the payment of principal on which is to be determined by reference to a single commodity price or index ("**Single Commodity-Linked Redemption Securities**") or to a basket of commodity prices or indices ("**Commodity Basket-Linked Redemption Securities**", and together with the Single Commodity-Linked Redemption Securities, the "**Commodity-Linked Redemption Securities**"). The Single Commodity-Linked Interest Securities and Single Commodity-Linked Redemption Securities shall together be referred to as the "**Single Commodity-Linked Securities**". The Commodity Basket-Linked Interest Securities and the Commodity Basket-Linked Redemption Securities shall together be referred to as the "**Commodity Basket-Linked Securities**". The Commodity-Linked Interest Securities and the Commodity-Linked Redemption Securities shall together be referred to as the "**Commodity-Linked Securities**";
- (e) the payment of interest on which is to be determined by reference to a single currency in comparison with another currency ("**Single Currency-Linked Interest Securities**") or a basket of Currencies in comparison with one or more other currencies ("**Currency Basket-Linked Interest Securities**" and together with the Single Currency-Linked Interest Securities, the "**Currency-Linked Interest Securities**");
- (f) the payment of principal on which is to be determined by reference to a single currency in comparison with another currency ("**Single Currency-Linked Redemption Securities**") or to a basket of currencies in comparison with one or more other currencies ("**Currency Basket-Linked Redemption Securities**", and together with the Single Currency-Linked Redemption Securities, the "**Currency-Linked Redemption Securities**"). The Single-Currency-Linked Interest Securities and Single Currency-Linked Redemption Securities shall together be referred to as the "**Single Currency-Linked Securities**". The Currency Basket-Linked Interest Securities and the Currency Basket-Linked Redemption Securities shall together be referred to as the "**Currency Basket-Linked Securities**". The Currency-Linked Interest Securities and the Currency-Linked Redemption Securities shall together be referred to as the "**Currency-Linked Securities**";
- (g) the payment of interest on which is linked to an inflation index ("**Inflation-Linked Interest Securities**");
- (h) the payment of principal on which is linked to an inflation index ("**Inflation-Linked Redemption Securities**", and together with the Inflation-Linked Redemption Securities, the "**Inflation-Linked Securities**");
- (i) the payment of interest on which is linked to interests in a single fund ("**Single Fund-Linked Interest Securities**") or in a basket of funds ("**Fund Basket-Linked Interest Securities**", and together with the Single Fund-Linked Interest Securities, "**Fund-Linked Interest Securities**");

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- (j) the payment of principal on which is linked to interests in a single fund ("**Single Fund-Linked Redemption Securities**") or in a basket of funds ("**Fund Basket-Linked Redemption Securities**", and together with the Single Fund-Linked Redemption Securities, "**Fund-Linked Redemption Securities**"). The Single Fund-Linked Interest Securities and Single Fund-Linked Redemption Securities shall together be referred to as the "**Single Fund-Linked Securities**". The Fund Basket-Linked Interest Securities and the Fund Basket-Linked Redemption Securities shall together be referred to as the "**Fund Basket-Linked Securities**". The Fund-Linked Interest Securities and the Fund-Linked Redemption Securities are together referred to as the "**Fund-Linked Securities**";
- (k) the payment of principal of which is linked to preference shares issued by a company not affiliated with the Issuer and which may pay interest as specified in the applicable Issue Terms, in accordance with the elections made in the applicable Issue Terms ("**Preference Share-Linked Securities**");
- (l) the payment of interest on which is linked to a single futures contract ("**Single Futures Contract-Linked Interest Securities**") or a basket of futures contracts ("**Futures Contract Basket-Linked Interest Securities**", and together with the Single Futures Contract-Linked Interest Securities, "**Futures Contract-Linked Interest Securities**"). The Equity-Linked Interest Securities, Commodity-Linked Interest Securities, Currency-Linked Interest Securities, Inflation-Linked Interest Securities, Fund-Linked Interest Securities and Futures Contract-Linked Interest Securities are together referred to as the "**Linked Interest Securities**";
- (m) the payment of principal on which is linked to a single futures contract ("**Single Futures Contract-Linked Securities**") or a basket of futures contracts ("**Futures Contract Basket-Linked Securities**", and together with the Single Futures Contract-Linked Securities, "**Futures Contract-Linked Redemption Securities**"). The Futures Contract-Linked Interest Securities and the Futures Contract-Linked Redemption Securities shall together be referred to as "**Futures Contract-Linked Securities**". The Equity-Linked Redemption Securities, Commodity-Linked Redemption Securities, Currency-Linked Redemption Securities, Inflation-Linked Redemption Securities, Fund-Linked Redemption Securities, Preference Share-Linked Securities and Futures Contract-Linked Redemption Securities are together referred to as the "**Linked Redemption Securities**" and the Linked Interest Securities and Linked Redemption Securities are together referred to as "**Linked Securities**",
- (n) the payment of interest ("**Interest Linked**") and/or principal ("**Principal Linked**") on which is linked to a basket comprising a combination of (each a "**Basket Asset**") (i) shares of one or more entities not affiliated with the Issuer, (ii) one or more indices (which, for the avoidance of doubt, may be one or more proprietary indices), (iii) interests in one or more exchange traded funds, (iv) one or more commodity prices or indices, (v) one or more currencies in comparison with one or more other currencies, (vi) an inflation index, (vii) one or more funds and/or (viii) one or more futures contracts (such Securities, "**Multi Asset Basket Securities**"), which Securities shall be treated as Linked Securities and as each applicable relevant category of Linked Securities which may apply thereto as set out above (depending on whether such Multi Asset Basket Securities are Interest Linked Securities and/or Principal Linked Securities, the type of each relevant Basket Asset and whether there is one only, or more than one, of the same type of such Basket Asset) and the Conditions construed accordingly,

in each case, in accordance with these General Conditions which are specified as being applicable to the Linked Securities of the relevant category and the detailed terms and conditions set out in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, in accordance with the elections made in the applicable Issue Terms.

In the case of Multi Asset Basket Securities:

- (i) for the avoidance of doubt:
 - (A) the different terms applicable to each relevant category of Linked Securities shall apply in respect of such Securities and shall apply separately in relation to each Relevant

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Underlying and for the purposes of any valuation(s) and related date(s), variable(s) and event(s) in respect thereof and the Conditions shall be construed accordingly; and

- (B) for the purposes of any calculation in respect of the Securities involving a summation of the number of Interest Determination Dates, or of a variable in respect of a number of Interest Determination Dates, any adjustment to such date in respect of a Relevant Underlying shall not be deemed to constitute an additional Interest Determination Date; and
- (ii) notwithstanding anything to the contrary herein, the basket of Basket Assets shall be a "**Basket**" and each such Basket Asset a "**Basket Component**", in each case for the purposes of the Conditions and as the context so permits.

9. PROVISIONS RELATING TO EQUITY-LINKED SECURITIES

This Condition 9 (*Provisions relating to Equity-Linked Securities*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Single Share Securities, Share Basket Securities, Single Index Securities, Index Basket Securities, Single ETF Securities or ETF Basket Securities.

9.1 Market Disruption, Reference Dates and Averaging Dates

- (a) If a Reference Date is not a Scheduled Trading Day, the relevant Reference Date shall be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the applicable Issue Terms, the next succeeding Common Scheduled Trading Day.
- (b) If any Scheduled Reference Date is a Disrupted Day, then:
 - (i) in the case of a Single Index Security, Single Share Security or Single ETF Security, the relevant Reference Date shall be the earlier of (i) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (ii) the Reference Cut-Off Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day).
 - (ii) in the case of an Index Basket Security, a Share Basket Security or an ETF Basket Security (as the case may be):
 - (A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:
 - (1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and
 - (2) the Reference Date for any Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Scheduled Trading Day).
 - (B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then the Reference Date for each Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day with respect to any Basket Component; and (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).

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- (C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:
 - (1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and
 - (2) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day or a Scheduled Trading Day).
- (iii) If, in respect of any Single Index Security, Single Share Security, Single ETF Security, Index Basket Security, Share Basket Security or ETF Basket Security (as the case may be), a Reference Date falls on the relevant Reference Cut-Off Date pursuant to this Condition 9.1(b)(iii):
 - (A) if such Reference Cut-Off Date is not a Disrupted Day for such Single Index Security, Single Share Security, Single ETF Security, Index Basket Security, Share Basket Security or ETF Basket Security (as the case may be), the Determination Agent shall determine the level of such Index or the value of such Share or ETF Interest (as the case may be) as at the Determination Time on such Reference Cut-Off Date; or
 - (B) if such Reference Cut-Off Date is a Disrupted Day:
 - (1) in respect of Single Index Securities and Index Basket Securities, the Determination Agent shall determine, in its reasonable discretion, the level of such Index as of the Determination Time on the Reference Cut-Off Date in accordance with the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day using (x) except in respect of a Proprietary Index, the Exchange traded or quoted price as of the Determination Time on such Reference Cut-Off Date of each security (or other property) comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Reference Cut-Off Date, its estimate of the value for the relevant security as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner) and (y) in respect of a Proprietary Index, such levels or values as the Determination Agent determines to be appropriate as of the Determination Time on or in respect of such Reference Cut-off Date of each Component comprised in such Proprietary Index in respect of such Reference Cut-off Date; and
 - (2) in respect of Single Share Securities, Single ETF Securities, Share Basket Securities and ETF Basket Securities (as the case may be), the Determination Agent shall determine, in its reasonable discretion, its estimate of the value for such Share or ETF Interest (as the case may be) as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner.
- (c) If Averaging Dates are specified in the applicable Issue Terms as being applicable, then, notwithstanding any other provisions of the Conditions, the following provisions will apply to the valuation of the relevant Index, Share, ETF Interest, Basket of Indices, Basket of Shares or Basket of ETF Interests in relation to the relevant Reference Date:

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- (i) If, in respect of a Single Index Security, a Single Share Security or a Single ETF Security, a Scheduled Averaging Date is determined by the Determination Agent to be a Disrupted Day, then if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is:
 - (A) "Omission", then such date will be deemed not to be a relevant Averaging Date in respect of such Reference Date for the purposes of determining the Relevant Underlying Value, as applicable **provided that**, if through the operation of this provision no Averaging Date would occur with respect to the relevant Reference Date, then Condition 9.1(b) will apply for purposes of determining the Relevant Underlying Value on the final Averaging Date in respect of that Reference Date as if such final Averaging Date were a Reference Date that was a Disrupted Day;
 - (B) "Postponement", then Condition 9.1(b) will apply for the purposes of determining the Relevant Underlying Value on that date as if such date were a Reference 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 in respect of the Reference Date; or
 - (C) "Modified Postponement", then the Averaging Date shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date.
- (ii) If, in respect of an Index Basket Security, a Share Basket Security or an ETF Basket Security, a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Basket Component, then:
 - (A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms:
 - (1) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Omission":
 - (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**"), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component;
 - (2) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Postponement":
 - (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier

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- of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component. Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 9.1(c)(ii)(A)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or
- (3) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Modified Postponement":
- (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
- (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;
- (B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Issue Terms:
- (1) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Omission", such date will be deemed not to be a relevant Averaging Date in respect of any Basket Component for the purposes of determining the Relevant Underlying Value, as applicable **provided that**, if through the operation of this provision there would be no Averaging Date in respect of such Reference Date, then the sole Averaging Date for each Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day for any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day);
- (2) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Postponement", then the Averaging Date for each Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 9.1(c)(ii)(B)(1) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or
- (3) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Modified Postponement", then the Averaging Date for each Basket Component shall be the earlier of (A) the first Common Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

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- (C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms:
- (1) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Omission":
- (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
- (b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**"), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);
- (2) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Postponement":
- (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
- (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 9.1(c)(ii)(C)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or
- (3) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Modified Postponement":
- (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
- (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date (that is a Scheduled Trading Day) following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

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- (iii) If, in respect of any Single Index Security, Single Share Security, Single ETF Security, Index Basket Security, Share Basket Security or ETF Basket Security (as the case may be), an Averaging Date falls on the relevant Averaging Cut-Off Date pursuant to this Condition 9.1(c)(iii):
 - (A) if such Averaging Cut-Off Date is not a Disrupted Day for such Single Index Security, Single Share Security, Single ETF Security, Index Basket Security, Share Basket Security or ETF Basket Security (as the case may be), the Determination Agent shall determine the level of such Index or the value of such Share or ETF Interest (as the case may be) as at the Determination Time on such Averaging Cut-Off Date; or
 - (B) if such Averaging Cut-Off Date is a Disrupted Day:
 - (1) in respect of Single Index Securities and Index Basket Securities, the Determination Agent shall determine, in its reasonable discretion, the level of such Index as of the Determination Time on such date in accordance with the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day using (x) except in respect of a Proprietary Index, the Exchange traded or quoted price as of the Determination Time on such Averaging Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Averaging Cut-Off Date, its estimate of the value for the relevant security as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner)) and (y) in respect of a Proprietary Index, such levels or values as the Determination Agent determines to be appropriate as of the Determination Time on or in respect of such Averaging Cut-Off Date of each Component comprised in such Proprietary Index in respect of such Averaging Cut-off Date; and
 - (2) in respect of Single Share Securities, Single ETF Securities, Share Basket Securities and ETF Basket Securities (as the case may be), the Determination Agent shall determine, in its discretion, its estimate of the value for such Share or ETF Interest (as the case may be) as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner.
- (iv) If any Averaging Dates in relation to a Reference Date occur after that Reference Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Interest Payment Date, Maturity Date, Automatic Early Redemption Date or, as the case may be, the relevant Physical Settlement Date or (ii) the occurrence of an Extraordinary Event, an Extraordinary ETF Event, an Index Adjustment Event, a Potential Adjustment Event or an Additional Disruption Event shall be determined by reference to the last such Averaging Date as though it were that Reference Date.

9.2 Adjustments to Indices

This Condition 9.2 (*Adjustments to Indices*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Single Index Securities or Index Basket Securities.

(a) Successor Index

If a relevant Index is (a) not calculated and announced by the Index Sponsor, but is calculated and announced by a successor sponsor acceptable to the Determination Agent in its reasonable discretion or (b) replaced by a Successor Index using, in the determination of the Determination Agent (such determination to be at the Determination Agent's reasonable discretion), 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.

(b) Index Cancellation or Administrator/Benchmark Event Date

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If on or prior to any Reference Date either (1) the Index Sponsor permanently cancels the Index and no Successor Index exists (an "**Index Cancellation**") or (2) the applicable Issue Terms specify that the Benchmark Trigger Provisions are applicable and an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs in respect of such Index, then:

- (i) If the applicable Issue Terms specify that the Benchmark Trigger Provisions are applicable and if an Alternative Pre-nominated Index has been specified in relation to such Index in the applicable Issue Terms, then:
 - (A) the Determination Agent shall attempt to determine an Adjustment Payment;
 - (B) if the Determination Agent determines an Adjustment Payment,
 - (aa) it shall notify the Issuer of the Adjustment Payment and if the Adjustment Payment is an amount that the Securityholder would (but for Condition 9.2(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Security, request the Issuer to notify the Determination Agent whether it intends to redeem the Securities pursuant to Condition 9.2(d). If the Issuer does not intend to redeem the Securities pursuant to Condition 9.2(d) then the following provisions of this Condition 9.2(b)(i) shall apply;
 - (bb) the terms of the Securities shall be amended so that references to the Index are replaced by references to the Alternative Pre-nominated Index;
 - (cc) the Conditions shall be adjusted to implement the Adjustment Payment as follows:
 - (a) if the Adjustment Payment is an amount that the Issuer is required to pay in respect of each Security, the Determination Agent shall adjust the Conditions to provide for the payment of the Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding Interest Payment Date, on the Maturity Date or other date when the Securities are redeemed in full; or
 - (b) if the Adjustment Payment is an amount that the Securityholder would (but for this Condition 9.2(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Security, the Determination Agent shall adjust the Conditions to provide for the reduction of the amounts due by the Issuer until the aggregate amount of such reductions is equal to the Adjustment Payment, (subject, in the determination of the Determination Agent, to any minimum redemption amount of the Securities which the Determination Agent determines is required pursuant to any applicable law or regulation (including, without limitation, any tax law) and the rules of each listing authority, stock exchange and/or quotation system by which the Securities have then been admitted to listing, trading and/or quotation);
 - (dd) the Determination Agent shall make such other adjustments to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Index with the Alternative Pre-nominated Index and/or to preserve as nearly as practicable the economic equivalence of the Securities before and after the replacement of the Index with the Alternative Pre-nominated Index; and
 - (ee) the Determination Agent shall notify the Issuer and the Fiscal Agent of any the replacement of the Index by the Alternative Pre-nominated Index, the Adjustment Payment and any other adjustments to the Conditions. The Fiscal Agent shall provide notice to the Securityholders of the replacement of the

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Index by the Alternative Pre-nominated Index, the Adjustment Payment and any other adjustments to the Conditions in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of the foregoing.

- (C) If the Determination Agent is unable to determine an Adjustment Payment then Condition 9.2(d) shall apply.
 - (ii) If the applicable Issue Terms do not specify that the Benchmark Trigger Provisions are applicable or, if the Issue Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Index in relation to the Relevant Equity Benchmark, then Condition 9.2(d) shall apply.
- (c) Index Modification and Index Disruption:
- If (i) on or prior to any Reference Date or Averaging Date, a relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituents and capitalisation and other routine events) (an "**Index Modification**") or (ii) on any Reference Date or Averaging Date, the Index Sponsor fails to calculate and announce a relevant Index (**provided that** the Determination Agent may, in its reasonable discretion, determine that, in respect of a Multi exchange Index or a Proprietary Index, such failure to calculate and announce such Index shall instead be a Disrupted Day in respect of such Index) (an "**Index Disruption**") then the Determination Agent shall determine if such Index Modification or Index Disruption has a material effect on the Securities and, if so, subject to Condition 9.2(d), shall calculate in its reasonable discretion the Relevant Underlying Value using, in lieu of a published level for that Index, the level for that Index as at that Reference Date or, as the case may be, that Averaging Date as determined by the Determination Agent in its reasonable discretion in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event.
- (d) Redemption for Index Adjustment Event:
- If:
- (i) an Index Cancellation occurs and the Issue Terms do not specify that the Benchmark Trigger Provisions are applicable;
 - (ii) an Index Cancellation or an Administrator/Benchmark Event Date occurs, the Issue Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Index;
 - (iii) an Index Cancellation or an Administrator/Benchmark Event Date occurs, the Issue Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Index but the Determination Agent is unable to determine the Adjustment Payment;
 - (iv) an Index Cancellation or an Administrator/Benchmark Event Date occurs, the Issue Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Index and the Determination Agent determines that the Adjustment Payment would be an amount that the Securityholder would (but for Condition 9.2(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Security; or
 - (v) an Index Modification or an Index Disruption occurs and it (a) would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, in each case for the Determination Agent to calculate the Relevant Underlying Value in accordance with Condition 9.2(c),

then the Issuer may, at any time thereafter and in its reasonable discretion, determine that the Securities shall be redeemed as of any later date. If the Issuer so determines that the Securities shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and upon redemption the Issuer will pay in respect of each Security an amount equal to either:

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- (A) if "Early Redemption Amount (Index Cancellation) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (B) if "Early Redemption Amount (Index Cancellation) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount.

If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula and other provisions for determining the Final Redemption Amount, any Interest Amount or the Relevant Underlying Value (as defined in Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions) set out in these General Conditions and such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, and any other variable relevant to the settlement or payment terms of the Securities, which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such change or adjustment, giving summary details of the relevant change or adjustment, in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such change or adjustment.

(e) Correction of Index Levels

If the level of an Index published by the Index Sponsor and which is utilised by the Determination Agent for any calculation or determination (the "**Original Determination**") under the Securities is subsequently corrected and the correction (the "**Corrected Value**") is published by the Index Sponsor by such time (the "**Correction Cut Off Time**") as may be specified in the relevant Issue Terms (or, if none is so specified, within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date), then the Determination Agent will notify the Issuer and the Fiscal Agent of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the "**Replacement Determination**") using the Corrected Value. If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary and practicable, the Determination Agent may, acting in good faith and a commercially reasonable manner, adjust any relevant terms accordingly. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

9.3 **Adjustments affecting Shares and ETF Interests**

This Condition 9.3 (*Adjustments affecting Shares and ETF Interests*) is applicable only in relation to Single Share Securities, Single ETF Securities, Share Basket Securities and ETF Basket Securities.

(a) Adjustments for Potential Adjustment Events

Following the declaration by the Underlying Issuer, the relevant ETF or an ETF Service Provider of the terms of a Potential Adjustment Event, the Determination Agent will determine whether such Potential

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Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares or ETF Interests and, if so, will (i) make such adjustment as it in its reasonable discretion considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these General Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, the number of Shares or ETF Interests to which each Security relates, the number of Shares or ETF Interests comprised in a Basket of Shares or Basket of ETF Interests, the amount, the number of or type of shares, fund interests or other securities which may be delivered in respect of such Securities and/or any other adjustment and, in any case, to any other variable relevant to the exercise, settlement, payment or other terms of the relevant Securities as the Determination Agent determines, in its reasonable discretion, to be appropriate to account for that diluting or concentrative effect, including, in respect of any Single Share Securities or Single ETF Securities, adjustments that result in the payment of interest and/or principal in respect of the Securities to cease to be linked to the Shares or ETF Interests, as applicable, of a single entity and instead become linked to a basket of shares or ETF interests, as applicable, of entities (with the respective weightings in respect of each entity being determined by the Determination Agent in its reasonable discretion) (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate, or liquidity relative to such Shares or ETF Interests) and (ii) determine, in its reasonable discretion, the effective date(s) of such adjustment(s). The Determination Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Shares or ETF Interests, as the case may be, traded on such options exchange. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(b) Correction of Share and ETF Interest Prices

If any price published on the Exchange and which is utilised by the Determination Agent for any calculation or determination (the "**Original Determination**") under the Securities is subsequently corrected and the correction (the "**Corrected Value**") is published by the Exchange by such time as may be specified in the relevant Issue Terms (the "**Correction Cut Off Time**") (or, if none is so specified, within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date), then the Determination Agent will notify the Issuer and the Fiscal Agent of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the "**Replacement Determination**") using the Corrected Value. If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary and practicable, the Determination Agent may, acting in good faith and a commercially reasonable manner, adjust any relevant terms accordingly. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

9.4 **Extraordinary Events**

This Condition 9.4 (*Extraordinary Events*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Single Share Securities, Single ETF Securities, Share Basket Securities or ETF Basket Securities.

(a) Merger Event or Tender Offer

- (i) Following the occurrence of any Merger Event or Tender Offer, the Issuer will, in its reasonable discretion, determine whether the relevant Securities shall continue or shall be redeemed early.
- (ii) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may:
 - (A) substitute any Affected Share/ETF Interest with the Successor Share/ETF Interest relating to such Affected Share/ETF Interest, provided that if no Successor Share/ETF Interest has been identified within 10 Business Days of the Extraordinary Event Notice Date (as defined below), then sub-paragraph (B) below shall apply; and/or

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- (B) make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these General Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, the number of Shares or ETF Interests to which each Security relates, the number of Shares or ETF Interests comprised in a Basket of Shares or Basket of ETF Interests (as the case may be), the amount, the number of or type of shares or other securities which may be delivered under such Securities and, in any case, any other variable relevant to the exercise, settlement, or payment terms of the relevant Securities and/or any other adjustment (including, without limitation, in relation to Share Basket Securities or ETF Basket Securities, the cancellation of terms applicable in respect of Shares or ETF Interests affected by the relevant Merger Event or Tender Offer or the replacement of one or more of the Shares or ETF Interests affected by the relevant Merger Event or Tender Offer), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Merger Event or Tender Offer by an options exchange to options on the relevant Shares or ETF Interests, as the case may be, traded on such options exchange, which adjustment shall be effective on such date as the Determination Agent shall determine. 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 ETF Interests or to the Securities.
- (iii) The Fiscal Agent shall provide notice to the Securityholders of (a) any Successor Share/ETF Interest identified in accordance with sub-paragraph (A) above and (b) any adjustment made in accordance with sub-paragraph (B) above, in each case, in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, if applicable, provided that any failure to give such notice shall not affect the validity of any such adjustment.
- (iv) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment of (in the case of a Merger Event) the Merger Event Settlement Amount – Fair Market Value Less Costs or the Merger Event Settlement Amount – Fair Market Value (each as defined below), as applicable, or of (in the case of a Tender Offer) the Tender Offer Settlement Amount – Fair Market Value Less Costs or the Tender Offer Settlement Amount – Fair Market Value (each as defined below), as applicable.
- (v) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent of the Determination Agent's determination of the occurrence of an Extraordinary Event that is a Merger Event or Tender Offer (the date of such notice, the "**Extraordinary Event Notice Date**").
- (vi) For the purposes hereof:

"**Affected Share/ETF Interest**" means, at any time, any Share or ETF Interest, as applicable, in respect of which the Determination Agent has determined that a Merger Event or Tender Offer has occurred.

"**Merger Date**" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Determination Agent, in its reasonable discretion.

"**Merger Event**" means, in respect of any relevant Shares or ETF Interests, as determined by the Determination Agent, acting in a commercially reasonable manner, any: (i) reclassification or change of such Shares or ETF Interests that results in a transfer of or an irrevocable commitment to transfer all of such Shares or ETF Interests outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Underlying Issuer or ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Underlying Issuer or ETF is the continuing entity and which does not result in a reclassification or change of all such Shares or ETF

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Interests outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 90 per cent. of the outstanding Shares or ETF Interests of the Underlying Issuer or ETF that results in a transfer of or an irrevocable commitment to transfer all such Shares or ETF Interests (other than such Shares or ETF owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Underlying Issuer or its subsidiaries or ETF or its sub-funds with or into another entity in which the Underlying Issuer or ETF is the continuing entity and which does not result in a reclassification or change of all such Shares or ETF Interests outstanding but results in the outstanding Shares or ETF Interests (other than Shares or ETF Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares or ETF Interests immediately following such event (a "**Reverse Merger**"), in each case if the Merger Date is on or before, (A) in respect of Physical Settlement Securities, the later to occur of the Maturity Date and the Physical Settlement Date or, (B) in any other case, the final date for determining the Relevant Underlying Value in respect of the relevant Shares or ETF Interests.

"Merger Event Settlement Amount – Fair Market Value Less Costs" means in respect of each Security, an amount equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

"Merger Event Settlement Amount – Fair Market Value" means in respect of each Security, an amount equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

"Successor Share/ETF Interest" means, in respect of an Affected Share/ETF Interest, (1) if specified in the applicable Issue Terms, any Eligible Share or Eligible ETF Interest, as applicable; (2) if no Eligible Share or Eligible ETF Interest, as applicable, is specified, the successor Share or ETF Interest, as applicable, as determined by the Determination Agent, using commercially reasonable efforts, taking into account any factors which the Determination Agent determines to be relevant, including (but not limited to) the existence of any other Share or ETF Interest, as applicable, that is linked to or is a constituent of the same underlying index or asset as the Affected Share/ETF Interest, liquidity of the proposed successor Share or ETF Interest, as applicable, the prevailing market conditions at the time the Determination Agent makes its determination, the circumstances of the relevant Extraordinary Event, and the Issuer's hedging arrangements in respect of the relevant Securities; or (3) if the Determination Agent determines that it is unable to determine a suitable successor Share or ETF Interest, as applicable, the Determination Agent may determine that, where the Affected Share/ETF Interest is linked to the relevant underlying index (the "**Related Underlying Index**"), such Related Underlying Index (to the extent relevant) shall be the Successor Share/ETF Interest and the provisions applicable to Index-Linked Securities will apply to the relevant Securities with such adjustments as the Determination Agent determines to be appropriate.

"Tender Offer" means, in respect of any Shares or ETF Interests, as determined by the Determination Agent, acting in a commercially reasonable manner, 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 9 per cent. and less than 90 per cent. of the outstanding

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voting shares of the Underlying Issuer or ETF, as determined by the Determination Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Determination Agent deems relevant.

"Tender Offer Date" means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained, as determined by the Determination Agent in its reasonable discretion.

"Tender Offer Settlement Amount – Fair Market Value Less Costs" means, in respect of each Security, an amount equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

"Tender Offer Settlement Amount – Fair Market Value" means, in respect of each Security, an amount equal to the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

In case of Notes listed and admitted to trading on MOT, any Successor Share/ETF Interest which is a share shall be listed on a stock exchange, market or quotation system which is acceptable to Borsa Italiana, as applicable.

(b) Nationalisation, Insolvency and Delisting

(i) If in the determination of the Determination Agent, acting in a commercially reasonable manner:

- (A) all the Shares or ETF Interests or all or substantially all the assets of an Underlying Issuer, ETF or ETF Service Provider are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof ("**Nationalisation**"); or
- (B) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, an Underlying Issuer, ETF or ETF Service Provider, (1) all the Shares or ETF Interests of that Underlying Issuer, ETF or ETF Service Provider are required to be transferred to a trustee, liquidator or other similar official or (2) holders of the Shares or ETF Interests of that Underlying Issuer, ETF or ETF Service Provider become legally prohibited from transferring them ("**Insolvency**"); or
- (C) the Exchange announces that pursuant to the rules of such Exchange, the Shares or ETF Interests cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any Member State of the European Union) ("**Delisting**"),

then the Issuer will, in its reasonable discretion, determine whether or not the Securities shall continue.

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- (ii) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may:
 - (A) substitute any Affected Share/ETF Interest with the Successor Share/ETF Interest relating to such Affected Share/ETF Interest, provided that if no Successor Share/ETF Interest has been identified within 10 Business Days of the Extraordinary Event Notice Date, then sub-paragraph (B) below shall apply; and/or
 - (B) make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these General Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, the number of Shares or ETF Interests to which each Security relates, the number of Shares or ETF Interests comprised in a Basket of Shares or a Basket of ETF Interests (as the case may be), the amount, the number of or type of shares or other securities which may be delivered under such Securities and, in any case, any other variable relevant to the settlement or payment terms of the relevant Securities and/or any other adjustment (including without limitation, in relation to Share Basket Securities or ETF Basket Securities, the cancellation of terms applicable in respect of Shares or ETF Interests affected by the relevant Extraordinary Event), which may, but need not, be determined by reference to the adjustment(s) made in respect of such Extraordinary Event by an options exchange to options on the relevant Shares or ETF Interests, as the case may be, traded on such options exchange, which change or adjustment shall be effective on such date as the Determination Agent shall determine. 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 ETF Interests or to the Securities.
- (iii) The Fiscal Agent shall provide notice to the Securityholders of (a) any Successor Share/ETF Interest identified in accordance with sub-paragraph (A) above and (b) any adjustment made in accordance with sub-paragraph (B) above, in each case, in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, if applicable, provided that any failure to give such notice shall not affect the validity of any such adjustment.
- (iv) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent of the Determination Agent's determination of the occurrence of an Extraordinary Event.
- (v) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Securities. The Issuer's obligations under the Securities shall be satisfied in full upon payment of, in respect of each Security, an amount equal to either:
 - (A) if "Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
 - (B) if "Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated

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by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

In case of Notes listed and admitted to trading on MOT, any Successor Share/ETF Interest which is a share shall be listed on a stock exchange, market or quotation system which is acceptable to Borsa Italiana, as applicable.

(vi) For the purposes hereof:

"Affected Share/ETF Interest" means, at any time, any Share or ETF Interest, as applicable, in respect of which the Determination Agent has determined that a Nationalisation, Insolvency or Delisting has occurred.

"Successor Share/ETF Interest" has the meaning given to it in Condition 9.4(a)(vi) (*Extraordinary Events*).

9.5 Extraordinary ETF Events

This Condition 9.5 (*Extraordinary ETF Events*) is applicable only in relation to Single ETF Securities or ETF Basket Securities.

- (a) Following the occurrence of any Extraordinary ETF Event, the Issuer will, in its reasonable discretion, determine whether the relevant Securities shall continue or shall be redeemed early. The Determination Agent shall not have any obligation to monitor the occurrence of an Extraordinary ETF Event nor shall it have any obligation to make a determination that an Extraordinary ETF Event has occurred and is continuing.
- (b) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may:
 - (i) substitute any Affected ETF Interest with the Successor ETF Interest relating to such Affected ETF interest, **provided that** if no Successor ETF Interest has been identified in the manner set forth below within 10 Business Days of the Extraordinary ETF Event Notice Date (as defined below), then sub-paragraph (ii) below shall apply; and/or
 - (ii) make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, Interest Amount and/or the Relevant Underlying Value set out in these General Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, the number of ETF Interests to which each Security relates, the number of ETF Interests comprised in a Basket of ETF Interests, the amount, the number of or type of shares or other securities which may be delivered under such Securities and, in any case, any other variable relevant to the exercise, settlement, or payment terms of the relevant Securities and/or any other adjustment (including, without limitation, in relation to ETF Basket Securities, the cancellation of terms applicable in respect of ETF Interests affected by the relevant Extraordinary Fund Event) to account for the economic effect on the Securities of such Extraordinary ETF Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETF Interests or to the Securities), which may, but need not, be determined by reference to the adjustments(s) made in respect of such Extraordinary ETF Event by an options exchange to options on the relevant Shares traded on such options exchange, which adjustment shall be effective on such date as the Determination Agent shall determine.
- (c) The Fiscal Agent shall provide notice to the Securityholders of (a) any Successor ETF Interest identified in accordance with sub-paragraph (i) above and (b) any adjustment made in accordance with sub-paragraph (ii) above, in each case, in accordance with Condition 29.8

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(Notices), giving summary details of the adjustment, if applicable, provided that any failure to give such notice shall not affect the validity of any such adjustment.

- (d) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment of an amount equal to either:
- (i) if "Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
 - (ii) (i) if "Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.
- (e) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent of the Determination Agent's determination of the occurrence of an Extraordinary ETF Event (the date of such notice, the "**Extraordinary ETF Event Notice Date**").
- (f) For the purposes hereof:

"**Extraordinary ETF Event**" shall mean, with respect to an ETF or ETF Service Provider (as the case may be), the occurrence of any of the following events, as determined by the Determination Agent, in its reasonable discretion:

- (i) there exists any litigation against the ETF or an ETF Service Provider which in the reasonable discretion of the Determination Agent could materially affect the value of the ETF Interests or on the rights or remedies of any investor therein;
- (ii) an allegation of criminal or fraudulent activity is made in respect of the ETF, or any ETF Service Provider, or any employee of any such entity, or the Determination 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 ETF, any ETF Service Provider or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the reasonable discretion of the Determination Agent, materially affect the value of the ETF Interests or the rights or remedies of any investor in such ETF Interests;
- (iii) (A) an ETF Service Provider ceases to act in such capacity in relation to the ETF (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Determination Agent; and/or (B) any event occurs which causes, or will with the passage of time (in the opinion of the Determination Agent) cause, the failure of the ETF and/or any ETF Service Provider to meet or maintain any obligation or undertaking under the ETF Documents which

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failure is reasonably likely to have an adverse impact on the value of the ETF Interests or on the rights or remedies of any investor therein;

- (iv) a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the ETF (howsoever described, including the underlying type of assets in which the ETF invests), from those set out in the ETF Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;
- (v) 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 (A) in which the ETF invests, (B) the ETF purports to track, or (C) the ETF accepts/provides for purposes of creation/redemption baskets;
- (vi) a material modification, or any announcement regarding a potential future material modification, of the ETF (including but not limited to a material modification of the ETF Documents or to the ETF's liquidity terms) other than a modification or event which does not affect the ETF Interests or the ETF or any portfolio of assets to which the ETF Interest relates (either alone or in common with other ETF Interests issued by the ETF);
- (vii) the ETF ceases to be an undertaking for collective investment under the legislation of its relevant jurisdiction, **provided that** on the relevant Issue Date, the ETF was such an undertaking and any such cessation would, in the reasonable discretion of the Determination Agent, have a material adverse effect on any investor in such ETF Interests;
- (viii) (A) any relevant activities of or in relation to the ETF or any ETF 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 ETF by any governmental, legal or regulatory entity with authority over the ETF), (B) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETF or the ETF Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (C) the ETF is required by a competent authority to redeem any ETF Interests, (D) any hedge provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any ETF Interests held in connection with any hedging arrangements relating to the Securities and/or (E) any change in the legal, tax, accounting or regulatory treatment of the ETF or any ETF Service Provider that is reasonably likely to have an adverse impact on the value of the ETF Interests or other activities or undertakings of the ETF or on the rights or remedies of any investor therein; or
- (ix) the value of any ETF Interest held by the Issuer and its Affiliates is greater than 10 per cent. of the aggregate net asset value of the relevant ETF (whether or not all of such holding results from hedging transactions entered into in connection with the Securities) and including, where the excess holding results from a reduction in the aggregate net asset value of the relevant ETF.

For these purposes, "**Successor ETF Interest**" means, in respect of an Affected ETF Interest, (1) if specified in the applicable Issue Terms, any Eligible ETF Interest; (2) if no Eligible ETF Interest is specified, the successor ETF Interest as determined by the Determination Agent, using commercially reasonable efforts, taking into account any factors which the Determination Agent determines to be relevant, including (but not limited to) the existence of other ETFs that are linked to the same underlying index or asset as the Affected ETF Interest, liquidity of the proposed successor ETF Interest, the

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prevailing market conditions at the time the Determination Agent makes its determination and the Issuer's hedging arrangements in respect of the relevant Securities; or (3) if the Determination Agent determines that it is unable to determine a suitable successor ETF Interest, the Determination Agent may determine that the relevant Securities, where the Affected ETF Interest will be linked to the relevant underlying index (the "**Related Underlying Index**") and such Related Underlying Index shall be the Successor ETF Interest and the provisions applicable to Index-Linked Securities will apply to the relevant Securities with such adjustments as the Determination Agent determines to be appropriate.

9.6 Additional Disruption Events

- (a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Securities shall continue or be redeemed early.
- (b) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in the relevant Issue Terms, the number of Shares or ETF Interests to which each Security relates, the number of Shares or ETF Interest comprised in a Basket, the amount, the number of or type of shares, fund interests or other securities or assets which may be delivered under such Securities and, in any case, any other variable relevant to the redemption, settlement, or payment terms of the relevant Securities and/or any other adjustment (including without limitation, in relation to Share Basket Securities, Index Basket Securities or ETF Basket Securities, the cancellation of terms applicable in respect of any Shares, Index or ETF Interest, as the case may be, affected by the relevant Additional Disruption Event), to account for the economic effect on the Securities of such Additional Disruption Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Securities), which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.
- (c) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
 - (i) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
 - (ii) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.
- (d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.
- (e) For the purposes hereof:

"Additional Disruption Event" means with respect to any Series of Securities, any or all of (i) a Change in Law, (ii) Hedging Disruption, (iii) Increased Cost of Hedging, (iv) Loss of Stock Borrow (v) Increased Regulatory Capital and/or (vi) Insolvency Filing as have been specified in the applicable Issue Terms as an applicable Additional Disruption Event with respect to such Securities.

9.7 Partial Lookthrough Depositary Receipt Provisions

(a) Where the applicable Issue Terms specify that the "Partial Lookthrough Depositary Receipt Provisions" shall apply to a Share, then the provisions set out in this Condition 9.7 (*Partial Lookthrough Depositary Receipt Provisions*) shall apply, and, in relation to such Share, the other provisions of Condition 9 (*Provisions relating to Equity-Linked Securities*) shall be deemed to be amended and modified as set out in this Condition 9.7 (*Partial Lookthrough Depositary Receipt Provisions*).

(b) The definition of **"Potential Adjustment Event"** shall be amended so that it reads as follows:

"Potential Adjustment Event" means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Shares and/or Underlying Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares and/or Underlying Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Shares and/or Underlying Shares specified in the applicable Issue Terms of (A) such Shares and/or Underlying Shares, (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of a Share Issuer or Underlying Share Issuer, as appropriate, equally or proportionately with such payments to holders of such Shares and/or Underlying Shares, (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Issuer or Underlying Share Issuer, as appropriate, as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by a Share Issuer or Underlying Share Issuer, as appropriate, in respect of relevant Shares and/or Underlying Shares that are not fully paid;
- (v) a repurchase by a Share Issuer or Underlying Share Issuer, as appropriate, or any of its subsidiaries of relevant Shares and/or Underlying Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of a Share Issuer or Underlying Share Issuer, as appropriate, 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 Share Issuer or Underlying Share Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Determination Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;
- (vii) any other event having, in the opinion of the Determination Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Shares and/or Underlying Shares; and
- (viii) the making of any amendment or supplement to the terms of the Deposit Agreement, provided that an event under (i) to (vii) (inclusive) above in respect of Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Determination Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares.

(c) If the Determination Agent determines that:

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- (i) an event under (i) to (vii) (inclusive) of the definition of "**Potential Adjustment Event**" has occurred in respect of any Underlying Shares; or
- (ii) an event under (viii) of the definition of "**Potential Adjustment Event**" has occurred, the Determination Agent will determine whether such Potential Adjustment Event has an economic effect on the Securities,

and, in each case, the Determination Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of these Conditions and/or the applicable Issue Terms as the Determination Agent determines appropriate, acting in good faith and a commercially reasonable manner, to account for (A) in respect of an event under (i) to (vii) (inclusive) of the definition of "Potential Adjustment Event", the diluting or concentrative effect on the theoretical value of the Shares, and (B) in respect of an event under (viii) of the definition of "Potential Adjustment Event", such economic effect on the Securities, as the case may be (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), following the Potential Adjustment Event. The Determination Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

If the Determination Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Fiscal Agent that the relevant consequence shall be the early redemption of the Securities, in which case, on such date as selected by the Determination Agent in its reasonable discretion, the Issuer shall redeem the Securities upon not less than five Business Days' prior notice to the Securityholders, and the Issuer will cause to be paid to each Securityholder in respect of each Security held by it an amount equal to either:

- (i) if "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
 - (ii) if "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.
- (d) The definitions of "**Merger Event**" and "**Tender Offer**" shall be amended in accordance with the DR Amendment.
 - (e) If the Determination Agent determines that a Merger Event or Tender Offer has occurred in respect of any Underlying Share, then, where the Determination Agent makes an adjustment to these Conditions and/or the applicable Issue Terms in connection with a Merger Event or Tender Offer, the Determination Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.
 - (f) The definitions of "Nationalisation", "Insolvency" and "Delisting" shall be amended in accordance with the DR Amendment.

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- (g) Notwithstanding anything to the contrary in the definition of "Delisting", a Delisting shall not occur in respect of any Underlying Share if such Underlying Shares are immediately relisted, re-traded or re-quoted on an exchange or quotation system regardless of the location of such exchange or quotation system.
- (h) If the Determination Agent determines that a Nationalisation or Insolvency has occurred in respect of a Share or the Depositary, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Issue Terms. In such case, the Issuer shall not redeem the Securities early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs, and the Determination Agent will determine the effective date of any adjustments.
- (i) If the Determination Agent determines that a Delisting of Shares has occurred or if the Depositary announces that the Deposit Agreement is (or will be) terminated, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs or the Underlying Shares and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Issue Terms. In such case, the Issuer shall not redeem the Securities early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs or the Underlying Shares, as applicable, and the Determination Agent will determine the effective date of any adjustments.
- (j) The definition of "Insolvency Filing" shall be amended in accordance with the DR Amendment.
- (k) The definition of "Change in Law" shall be amended in accordance with the DR Amendment.
- (l) For the avoidance of doubt, where a provision is amended pursuant to this Condition 9.7 (*Partial Lookthrough Depositary Receipt Provisions*) in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Share or the Underlying Share Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

9.8 Full Lookthrough Depositary Receipt Provisions

- (a) Where the applicable Issue Terms specifies that the "Full Lookthrough Depositary Receipt Provisions" shall apply to a Share, then the provisions set out in this Condition 9.8 (*Full Lookthrough Depositary Receipt Provisions*) shall apply, and, in relation to such Share, the other provisions of this Condition 9 (*Provisions relating to Equity-Linked Securities*) shall be deemed to be amended and modified as set out in this Condition 9.8 (*Full Lookthrough Depositary Receipt Provisions*).
- (b) The definition of "**Potential Adjustment Event**" shall be amended so that it reads as follows:

"**Potential Adjustment Event**" means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Shares and/or Underlying Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares and/or Underlying Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Shares and/or Underlying Shares specified in the applicable Issue Terms of (A) such Shares and/or Underlying Shares, (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of a Share Issuer or Underlying Share Issuer, as appropriate, equally or proportionately with such payments to holders of such Shares and/or Underlying Shares, (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Issuer or Underlying Share Issuer, as appropriate, as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;
- (iii) an Extraordinary Dividend;

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- (iv) a call by a Share Issuer or Underlying Share Issuer, as appropriate, in respect of relevant Shares and/or Underlying Shares that are not fully paid;
 - (v) a repurchase by a Share Issuer or Underlying Share Issuer, as appropriate, or any of its subsidiaries of relevant Shares and/or Underlying Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
 - (vi) in respect of a Share Issuer or Underlying Share Issuer, as appropriate, 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 Share Issuer or Underlying Share Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Determination Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;
 - (vii) any other event having, in the opinion of the Determination Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Shares and/or Underlying Shares; and
 - (viii) the making of any amendment or supplement to the terms of the Deposit Agreement, provided that an event under (i) to (vii) (inclusive) above in respect of Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Determination Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares.
- (c) If the Determination Agent determines that:
- (i) an event under (i) to (vii) (inclusive) of the definition of "**Potential Adjustment Event**" has occurred in respect of any Underlying Shares; or
 - (ii) an event under (viii) of the definition of "**Potential Adjustment Event**" has occurred, the Determination Agent will determine whether such Potential Adjustment Event has an economic effect on the Securities,

and, in each case, the Determination Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of these Conditions and/or the applicable Issue Terms as the Determination Agent determines appropriate, acting in good faith and a commercially reasonable manner, to account for (A) in respect of an event under (i) to (vii) (inclusive) of the definition of "**Potential Adjustment Event**", the diluting or concentrative effect on the theoretical value of the Shares, and (B) in respect of an event under (viii) of the definition of "**Potential Adjustment Event**", such economic effect on the Securities, as the case may be (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), following the Potential Adjustment Event. The Determination Agent may (among other factors) have reference to any adjustment made by the Depository under the Deposit Agreement. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

If the Determination Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Securityholders that the relevant consequence shall be the early redemption of the Securities, in which case, on such date as selected by the Determination Agent in its reasonable discretion, the Issuer shall redeem the Securities upon not less than five Business Days' prior notice to the Securityholders, and the Issuer will cause to be paid to each Securityholder in respect of each Security held by it an amount equal to either:

- (iii) if "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable

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cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or

- (iv) if "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.
- (d) The definitions of "**Merger Event**" and "**Tender Offer**" shall be amended in accordance with the DR Amendment.
- (e) If the Determination Agent determines that a Merger Event or Tender Offer has occurred in respect of an Underlying Share, then, where the Determination Agent makes an adjustment to these Conditions and/or the applicable Issue Terms in connection with a Merger Event or Tender Offer, the Determination Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.
- (f) The definitions of "**Nationalisation**", "**Insolvency**" and "**Delisting**" shall be amended in accordance with the DR Amendment.
- (g) If the Determination Agent determines that a Nationalisation or Insolvency has occurred in respect of a Share or the Depositary, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Issue Terms. In such case, the Issuer shall not redeem the Securities early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs, and the Determination Agent will determine the effective date of any adjustments.
- (h) If the Determination Agent determines that a Delisting of Shares has occurred or if the Depositary announces that the Deposit Agreement is (or will be) terminated, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs or the Underlying Shares and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Issue Terms. In such case, the Issuer shall not redeem the Securities early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs or the Underlying Shares, as applicable, and the Determination Agent will determine the effective date of any adjustments.
- (i) The definition of any Additional Disruption Event specified as applicable in the applicable Issue Terms shall be amended in accordance with the DR Amendment.
- (j) The definitions of "**Exchange Business Day**", "**Scheduled Closing Time**", "**Scheduled Trading Day**", "**Trading Disruption**", "**Exchange Disruption**", "**Early Closure**" and "**Disrupted Day**" which relate to the Exchange shall be deemed to include a reference to the primary exchange on which the Underlying Shares are traded, as determined by the Determination Agent.
- (k) The definitions of "**Exchange Disruption**", "**Market Disruption Event**" and "**Trading Disruption**" shall be amended in accordance with the DR Amendment.

For the avoidance of doubt, where a provision is amended pursuant to this Condition 9.8 (*Full Lookthrough Depositary Receipt Provisions*) in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Share or the Underlying Share Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

9.9 Definitions applicable to Equity-Linked Securities

In relation to Equity-Linked Securities, the following expressions have the meanings set out below:

"Adjustment Payment" means, in respect of any Security, the payment (if any) determined by the Determination Agent as is required in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the Index by the Pre-nominated Alternative Index. The Determination Agent may determine that the Adjustment Payment is zero;

"Affected ETF Interest" means, at any time, any ETF Interest in respect of which the Determination Agent has determined that an Extraordinary ETF Event has occurred;

"Averaging Cut-Off Date" means, in the case where Securities relate to an Index, Share or ETF Interest or a Basket of Indices, Basket of Shares or Basket of ETF Interests and in respect of a Scheduled Averaging Date for the purposes of Condition 9.1(c) (*Market Disruption, Reference Dates and Averaging Dates*):

- (i) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Indices, Basket of Shares or Basket of ETF Interests is specified to be applicable in the Issue Terms, the eighth Common Scheduled Trading Day following such Scheduled Averaging Date; or
- (ii) in any other case, the eighth Scheduled Trading Day following such Scheduled Averaging Date;

"Averaging Date" means, in respect of each Reference Date, either:

- (i) (a) in the case of a Single Index Security, a Single Share Security or an Single ETF Security (as the case may be); or (b) an Index Basket Security, a Share Basket Security or an ETF Basket Security (as the case may be) where the applicable Issue Terms provides that "Individual Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Issue Terms, or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day for such (or the relevant) Index, Share or ETF Interest or Basket Component (as the case may be); or
- (ii) in the case of an Index Basket Security, a Share Basket Security or an ETF Basket Security, where the applicable Issue Terms provides that either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Issue Terms, or if any such date is not a Common Scheduled Trading Day, the next following Common Scheduled Trading Day for such Basket of Indices, Basket of Shares or Basket of ETF Interests (as the case may be),

provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Basket" means in relation to any Share Basket Securities, the Shares specified in the applicable Issue Terms as comprising the Basket, in relation to Index Basket Securities, the Indices specified in the applicable Issue Terms as comprising the Basket and in relation to any ETF Basket Securities, the ETF Interests specified in the applicable Issue Terms as comprising the Basket, in each case in the relative proportions specified in such Issue Terms;

"Basket Component" means, in relation to a particular Series of Share Basket Securities, Index Basket Securities or ETF Basket Securities, each Share, Index or ETF Interest comprised in the relevant Basket of Shares, Indices or ETF Interests, as applicable;

"Basket of ETF Interests" means, in relation to a particular Series, a basket comprising the ETF Interests specified in the applicable Issue Terms in the relative proportions or number of ETF Interests specified in such Issue Terms;

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"Basket of Indices" means, in relation to a particular Series, a basket comprising the Indices specified in the applicable Issue Terms in the relative proportions specified in such Issue Terms;

"Basket of Shares" means, in relation to a particular Series, a basket comprising Shares of each Underlying Issuer specified in the applicable Issue Terms in the relative proportions or number of Shares of each Underlying Issuer specified in such Issue Terms;

"Change in Law" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x), in the case of Single Share Securities, Single Index Securities, Single ETF Securities, Share Basket Securities, Index Basket Securities or ETF Basket Securities, it has become illegal to hold, acquire or dispose of any relevant Shares or ETF Interests or of any financial instrument or contract providing exposure to the Shares or ETF Interests or Underlying Index or Indices (as the case may be), or (y) it will incur a materially increased cost in performing its obligations with respect to the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

"Common Scheduled Trading Day" means, in respect of an Index Basket Security, a Share Basket Security or an ETF Basket Security (as the case may be), each day which is a Scheduled Trading Day for all the Basket Components;

"Common Valid Date" means, in respect of an Index Basket Security, a Share Basket Security or an ETF Basket Security (as the case may be), a Common Scheduled Trading Day that is not a Disrupted Day for any Basket Component and on which another Averaging Date does not or is deemed not to occur;

"Component" means, in relation to an Index, any security which comprises such Index;

"Deposit Agreement" means, in relation to the Shares, the agreements or other instruments constituting the Shares, as from time to time amended or supplemented in accordance with their terms.

"Depository" means, where the applicable Issue Terms specifies that either the "Partial Lookthrough Depository Receipt Provisions" or the "Full Lookthrough Depository Receipt Provisions" shall apply to a Share, the issuer of the Shares or any successor issuer of the Shares from time to time;

"Determination Date" means, in relation to any determination, each date or dates, if any, specified as such in the applicable Issue Terms, **provided that** (i) if any such date is not a Scheduled Trading Day and/or (ii) if any Determination Date is a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), which shall apply *mutatis mutandis* as if such Determination Date were a Reference Date;

"Determination Time" means:

- (a) the time specified as such in the applicable Issue Terms, or if no such time is specified, (i) save with respect to a Multi-Exchange Index or a Proprietary Index, the Scheduled Closing Time on the relevant Exchange in relation to each Index, Share or ETF Interest to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Determination Time is after the actual closing time for its regular trading session, then the Determination Time shall be such actual closing time; (ii) with respect to any Multi-Exchange Index, (x) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of any Component, the Scheduled Closing Time on the Exchange in respect of such Component and (B) in respect of any option contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (y) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; and (iii) with respect to a Proprietary Index, the time at which or in respect of which the Index Sponsor calculates and publishes the official level of the Index; or
- (b) in respect of a Share for which "Closing Value (Italian Reference Price)" is specified to be applicable in the applicable Issue Terms, the close of trading on Borsa Italiana.

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"Disrupted Day" means (a) except with respect to a Multi-Exchange Index or a Proprietary Index, 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, (b) with respect to any Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred; and (c) with respect to a Proprietary Index, any Scheduled Trading Day on which a Market Disruption Event has occurred (provided that the Determination Agent may, in its discretion, determine that such event instead results in the occurrence of an Index Disruption);

"DR Amendment" means, in respect of the definitions of Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting, Insolvency Filing, Change in Law, any other Additional Disruption Event specified as applicable in the applicable Issue Terms, Exchange Disruption, Market Disruption Event and Trading Disruption, that the following changes shall be made to such definition or provision where provided for in Condition 9 (*Provisions relating to Equity-Linked Securities*):

- (i) all references to "Shares" shall be deleted and replaced with the words "Shares and/or the Underlying Shares"; and
- (ii) all references to "Share Issuer" shall be deleted and replaced with the words "Share Issuer or Underlying Share Issuer, as appropriate";

"Early Closure" means (a) except with respect to a Multi-Exchange Index, the closure on any Exchange Business Day of the relevant Exchange (or in the case of a Single Index Security or Index Basket Security, 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 Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or 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 Determination Time on such Exchange Business Day and (b) with respect to any Multi-Exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component 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 such Exchange or Related Exchange system for execution at the relevant Determination Time on such Exchange Business Day;

"Eligible ETF Interest" means, in respect of any Affected ETF Interest, the interest specified as such in the applicable Issue Terms;

"ETF" means (in respect of an ETF Interest) any exchange traded fund specified in the applicable Issue Terms as an ETF;

"ETF Documents" means, with respect to any ETF Interest, the offering document of the relevant ETF, the constitutive and governing documents, subscription agreements and any other agreement or document specifying the terms and conditions of such ETF Interest and any additional documents specified in the applicable Issue Terms, each as amended from time to time.;

"ETF Interest" means the share or other interest or unit of holding (including, without limitation, any debt security) issued to or held by an investor in an ETF, as identified in the applicable Issue Terms;

"ETF Service Provider" means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, in respect of such ETF, whether or not specified in the ETF Documents, including any adviser, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar, transfer agent, domiciliary agent, sponsor or general partner or any other person specified in the applicable Issue Terms;

"Exchange" means:

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- (i) (i) in respect of an Index relating to Single Index Securities or Index Basket Securities other than a Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the applicable Issue Terms or, if none is specified, the principal exchange or quotation system for trading in such Index, as determined by the Determination Agent, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the shares underlying such Index has temporarily relocated, provided that the Determination Agent has determined that there is comparable liquidity relative to the shares underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange, and (ii) with respect to any Multi-Exchange Index, and in respect of each Component, the principal stock exchange on which such Component is principally traded, as determined by the Determination Agent;
- (ii) in respect of a Share relating to Single Share Securities or Share Basket Securities, each exchange or quotation system specified as such for such Share in the applicable Issue Terms or, if none is specified, the principal exchange or quotation system for trading in such Share, as determined by the Determination Agent or, if "Closing Value (Italian Reference Price)" is specified to be applicable in respect of such Share in the applicable Issue Terms, Borsa Italiana, 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 Determination 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; and
- (iii) in respect of an ETF Interest relating to Single ETF Securities or ETF Basket Securities, each exchange or quotation system specified as such for such ETF Interest in the applicable Issue Terms or, if none is specified, the principal exchange or quotation system for trading in such ETF Interest, as determined by the Determination Agent, any successor to such Exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF Interest has temporarily relocated, provided that the Determination Agent has determined that there is comparable liquidity relative to such ETF Interest on such temporary substitute exchange or quotation system as on the original Exchange.

"Exchange Business Day" means (a) except with respect to a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (b) with respect to any Multi Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or the Related Exchange closing prior to its Scheduled Closing Time;

"Exchange Disruption" means (a) except with respect to a Multi Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares or ETF Interests on the Exchange (or in the case of Single Index Securities or Index Basket Securities, on any relevant Exchange(s) relating to 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 Shares, the relevant Index or the ETF Interests (as the case may be) on any relevant Related Exchange and (b) with respect to any Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general to effect transactions in, or obtain market values for, (i) any Component on the Exchange in respect of such Component, or (ii) futures or options contracts relating to the Index on the Related Exchange;

"Extraordinary Dividend" means the dividend per Share or ETF Interest, or portion thereof, to be characterised as an Extraordinary Dividend as determined by the Determination Agent;

"Extraordinary ETF Event" has the meaning given in Condition 9.5(f);

"Extraordinary Event" means a Merger Event, Tender Offer, Nationalisation, Insolvency or Delisting;

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"Hedging Disruption" means that the Issuer 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) it deems necessary to hedge the risk of entering into and performing its obligations under the Securities, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

"Increased Cost of Hedging" means that the Issuer 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) it deems necessary to hedge the risk of entering into 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) **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Increased Regulatory Capital" means there would be a material increase (as compared with circumstances existing on the Trade Date) in the amount or cost of regulatory capital that would have to be maintained by the Issuer any/or any Affiliate in relation to the Securities and/or any related hedging arrangements, as determined by the Determination Agent.

"Index" means any index specified as such in the applicable Issue Terms, subject to Condition 9.2 (*Adjustments to Indices*);

"Index Adjustment Event" means, in respect of an Index, an Administrator/Benchmark Event, an Index Cancellation, an Index Disruption or an Index Modification;

"Index Sponsor" means, in respect of an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and methods of calculation and adjustments, if any, related to the relevant Index (the **"Index Rules"** in respect of such Index) and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day;

"Insolvency Filing" means that the Share Issuer or Underlying Share Issuer, as applicable, 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 Issuer or Underlying Share Issuer, as applicable, shall not be deemed an Insolvency Filing.

"Loss of Stock Borrow" means that the Issuer is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) the Shares or the ETF Interests with respect to the Securities in an amount which the Issuer deems necessary to hedge the risk of entering into and performing its obligations with respect to the Securities (not to exceed the number of shares underlying the Securities) at a rate determined by the Issuer;

"Market Disruption Event" means

- (i) in respect of (1) a Share, (2) an Index other than a Multi-Exchange Index or a Proprietary Index or (3) an ETF Interest, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Determination Agent determines is material, at any time during the one-hour period that ends at the relevant Determination Time, or (iii) an Early Closure. For the purpose of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of a security included in the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security and (y) the overall level of the Index, in each case immediately before the Market Disruption Event occurred;

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- (ii) with respect to any Multi-Exchange Index either (i)(A) the occurrence or existence, in respect of any Component, of (1) a Trading Disruption, (2) an Exchange Disruption, which in either case the Determination Agent determines is material, at any time during the one hour period that ends at the relevant Determination Time in respect of the Exchange on which such Component is principally traded, OR (3) an Early Closure; AND (B) the aggregate of all Components 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 the Index; OR (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption, (B) an Exchange Disruption, which in either case the Determination Agent determines is material, at any time during the one hour period that ends at the relevant Determination Time in respect of the Related Exchange; or (C) an Early Closure.

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

- (iii) with respect to a Proprietary Index, the failure by the Index Sponsor to calculate and publish the level of the Index for any Scheduled Trading Day or in respect of such Scheduled Trading Day within the scheduled or usual timeframe for publication;

"**Multi-Exchange Index**" means any Index specified as such in the relevant Issue Terms;

"**Observation Date**" means, in relation to any determination, the date or dates, if any, specified as such in the applicable Issue Terms, **provided that** (i) if any such date is not a Scheduled Trading Day and/or (ii) if any Observation Date is a Disrupted Day, the relevant Observation Date shall be determined in accordance with the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), which shall apply *mutatis mutandis* as if such Observation Date were a Reference Date;

"**Potential Adjustment Event**" means, in respect of Single Share Securities, Single ETF Security, Share Basket Securities or ETF Basket Securities:

- (i) a subdivision, consolidation or reclassification of a Share or ETF Interest (unless resulting in a Merger Event), or a free distribution or dividend of Shares or ETF Interests to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Shares or ETF Interests of (A) such Shares or ETF Interests, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Underlying Issuer or ETF equally or proportionately with such payments to holders of such a Shares or ETF Interests, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Underlying Issuer or ETF as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;
- (iii) an Extraordinary Dividend;
- (iv) a call by the Underlying Issuer in respect of relevant Shares that are not fully paid;
- (v) a repurchase by an Underlying Issuer or ETF (as the case may be) or any of its subsidiaries of Shares or ETF Interests, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of an Underlying Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Underlying Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides, upon the occurrence of certain events, for a distribution

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of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Determination Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares or ETF Interests;

"Proprietary Index" means any Index specified as such in the applicable Issue Terms;

"Proprietary Index Components" means, in relation to a Proprietary Index, the shares, securities, commodities, rates, indices, futures contracts, options contracts, foreign exchange rates or other components which comprise such Index (each a **"Proprietary Index Component"** for such Proprietary Index);

"Reference Cut-Off Date" means, in the case where Securities relate to an Index, Share or ETF Interest or a Basket of Indices, Basket of Shares or Basket of ETF Interests and in respect of a Scheduled Reference Date for the purposes of Condition 9.1(b) (*Market Disruption, Reference Dates and Averaging Dates*):

- (i) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Indices, Basket of Shares or Basket of ETF Interests is specified to be applicable in the Issue Terms, the eighth Common Scheduled Trading Day following such Scheduled Reference Date; or
- (ii) in any other case, the eighth Scheduled Trading Day following such Scheduled Reference Date;

"Reference Date" means, for the purposes of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), each Valuation Date specified in the applicable Issue Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

"Related Exchange", in respect of an Index relating to Single Index Securities or Index Basket Securities, a Share relating to Single Share Securities or Share Basket Securities or an ETF Interest relating to Single ETF Securities or ETF Basket Securities, means the Exchange specified as the Related Exchange in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures and options contracts relating to such Index, Shares or ETF Interest has temporarily relocated (**provided that** the Determination Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index, Shares or ETF Interests on such temporary substitute exchange or quotation system as on the original Related Exchange) or, if **"All Exchanges"** is specified in the applicable Issue Terms, each exchange or quotation system where trading has a material effect (as determined by the Determination Agent) on the overall market for futures or options contracts relating to such Index, Shares or ETF Interests, as the case may be;

"Relevant Equity Index Benchmark" means the Index;

"Relevant Underlying Value" has the meaning given to it in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms;

"Replacement DRs" means depositary receipts other than the Shares over the same Underlying Shares;

"Scheduled Averaging Date" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date;

"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 regular trading session hours;

"Scheduled Reference Date" means, for the purposes of Condition 9.1(b) (*Market Disruption, Reference Dates and Averaging Dates*), any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

"Scheduled Trading Day" means (a) except with respect to a Multi-Exchange Index or a Proprietary Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading session, (b) with respect to any Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session, and (c) with respect to a Proprietary Index, any day on which the Index Sponsor is scheduled to publish the level of such Index;

"Settlement Cycle" means, in respect of a Share, Index or ETF Interest, the period of Settlement Cycle Days following a trade in such Share, the securities underlying such Index or ETF Interest, as the case may be, on the Exchange in which settlement will customarily occur according to the rules of such exchange (or, in respect of any Multi-exchange Index, the longest such period) and for this purpose **"Settlement Cycle Day"** means, in relation to a clearing system any day on which such clearing system is (or but for the occurrence of a Settlement Disruption Event would have been) open for acceptance and executions of settlement instructions;

"Share" means, in relation to a particular Series of Securities, a share specified as such in the applicable Issue Terms, or, in the case of a Share Basket Security, a share forming part of a basket of shares to which such Security relates;

"Share Issuer" means the entity that is the issuer of the Share(s) specified in the applicable Issue Terms.

"Trading Disruption" means (a) except with respect to a Multi-Exchange Index, any suspension of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange, Related Exchange or otherwise (i) relating to the Share or ETF Interest on the Exchange, or, in the case of a Single Index Security or Index Basket Security, 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 Share, the relevant Index or Indices or the ETF Interest on any relevant Related Exchange, and (b) with respect to any Multi-Exchange Index, any suspension of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange or otherwise (i) relating to any Component on the Exchange in respect of such Component; or (ii) in futures or options contracts relating to the Index on the Related Exchange;

"Underlying Issuer" means the entity that is the issuer of the Share specified in the applicable Issue Terms;

"Underlying Share" means, the share or other security which is the subject of the Deposit Agreement; and

"Underlying Share Issuer" means the entity that is the issuer of the Underlying Share specified in the applicable Issue Terms.

"Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the Reference Date does not, or is not deemed to, occur; and

"Valuation Date" means each date specified as such in the applicable Issue Terms, **provided that** if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*).

10. PROVISIONS RELATING TO COMMODITY-LINKED SECURITIES

This Condition 10 (*Provisions relating to Commodity-Linked Securities*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Commodity-Linked Securities.

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10.1 **Corrections to Published Prices**

For the purposes of determining the Relevant Underlying Value for any Pricing Date, if applicable, for the purposes of calculating the interest, Final Redemption Amount or any other amount in respect of a Commodity-Linked Security, if the price published or announced on a given day and used or to be used by the Determination Agent to determine such Relevant Underlying Value is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement by such time as may be specified in the relevant Issue Terms (or, if none is so specified, within thirty calendar days after the original publication or announcement) and in any event prior to the Maturity Date for the relevant Securities the Determination Agent shall, acting in good faith and a commercially reasonable manner, determine (in its reasonable discretion) the adjustment to the Relevant Underlying Value so calculated and will adjust the terms of the relevant Securities to account for such correction to the extent that it determines to be necessary and practicable. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

10.2 **Commodity Disruption Events**

(a) If so specified in the Issue Terms relating to any Series of Commodity-Linked Securities, the following shall constitute "**Commodity Disruption Events**" for the purposes of such Series:

- (i) "**Price Source Disruption**", which means (i) the failure of the Price Source to announce or publish the Commodity Specified Price (or the information necessary for determining the Commodity Specified Price) for the relevant Commodity Reference Price, (ii) the temporary or permanent discontinuance or unavailability of the Price Source, (iii) if the Commodity Reference Price is "**Commodity Reference Dealers**", the failure to obtain at least three quotations from the relevant Reference Dealers or (iv) if Price Materiality Percentage is specified in the applicable Issue Terms, the Commodity Specified Price for the relevant Commodity Reference Price differs from the Commodity Specified Price determined in accordance with the Commodity Reference Price "**Commodity Reference Dealers**" by such Price Materiality Percentage;
- (ii) "**Trading Disruption**", which means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the Commodity on the Exchange or in any additional futures contract, options contract or commodity on any Exchange as specified in the applicable Issue Terms. The determination of whether a suspension of or limitation on trading is material shall be made by the Determination Agent in accordance with the following:
 - (A) a suspension of trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if: (1) all trading in the Futures Contract or the Commodity is suspended for the entire Pricing Date; or (2) all trading in the Futures Contract or the Commodity is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
 - (B) a limitation of trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the Futures Contract or the Commodity may fluctuate and the closing or settlement price of the Futures Contract or Commodity on such day is at the upper or lower limit of that range.
- (iii) "**Disappearance of Commodity Reference Price**", which means (i) the permanent discontinuation of trading in the relevant Futures Contract on the relevant Exchange, (ii) the disappearance of, or of trading in, the relevant Commodity, or (iii) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or the relevant Commodity;

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- (iv) **"Material Change in Formula"**, which means the occurrence since the Trade Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price;
 - (v) **"Material Change in Content"**, which means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or relevant Futures Contract; and
 - (vi) **"Tax Disruption"**, which means the imposition of, change in or removal of an excise, severance, sales, use, value added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Commodity (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Underlying Value on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal.
- (b) If the applicable Issue Terms for a Series of Commodity-Linked Securities specifies that any Commodity Disruption Event shall be applicable to such Series, then, where the Determination Agent determines, acting in a commercially reasonable manner, that such Commodity Disruption Event has occurred and is continuing in respect of such Series on a Pricing Date in respect of such Series (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source), or on any other day as may be specified for this purpose in the relevant Issue Terms, then the Relevant Underlying Value will be determined in accordance with the terms of the Commodity Disruption Fallback applicable pursuant to Condition 10.3 (*Commodity Disruption Fallbacks*).

10.3 Commodity Disruption Fallbacks

- (a) If so specified in the Issue Terms relating to any Series of Securities, the following shall constitute **"Commodity Disruption Fallbacks"** for the purposes of such Series, and the applicable Issue Terms shall specify which Commodity Disruption Fallback(s) shall apply to such Series, to which Commodity Disruption Event each such Commodity Disruption Fallback shall apply and, where more than one Commodity Disruption Fallback may apply to a Commodity Disruption Event, the order in which such Commodity Disruption Fallback(s) shall apply to such Commodity Disruption Event.
- (i) **"Fallback Reference Price"** means that the Determination Agent shall determine the Relevant Underlying Value using the Commodity Reference Price specified in the relevant Issue Terms as an alternative Commodity Reference Price provided it is not subject to a Commodity Disruption Event. If such alternative Commodity Reference Price is subject to a Commodity Disruption Event, the next Commodity Disruption Fallback (if any) specified in the relevant Issue Terms will apply;
 - (ii) **"Postponement"** means that the Pricing Date will be deemed, for purposes of the application of this Commodity Disruption Fallback only, to be the first succeeding Commodity Business Day on which the Commodity Disruption Event ceases to exist, unless that Commodity Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) for consecutive Commodity Business Days equal in number to the Specified Maximum Days of Disruption. In that case, the next Disruption Fallback (if any) specified in the relevant Issue Terms will apply;
 - (iii) **"Commodity Fallback Value"** means the arithmetic mean of the quotations provided to the Determination Agent by each of the Reference Dealers as its Commodity Reference Price for the relevant Pricing Date of the relevant Commodity, provided that if only three such quotations are so provided, the Commodity Fallback Value shall be the Commodity Reference Price remaining after disregarding the Commodity Reference Prices having the highest and lowest values (or if more than one such highest or lowest, one only of them). If fewer than three such quotations are so provided, it will be deemed that such value cannot be determined and the next Commodity Disruption Fallback specified in the Issue Terms (if any) will apply; and
 - (iv) **"Determination Agent Determination"** means that the Determination Agent will determine, in its reasonable discretion, the Relevant Underlying Value (or a method for determining the

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Relevant Underlying Value), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that it deems relevant,

provided however that unless the applicable Issue Terms specify that any other Commodity Disruption Fallback(s) shall apply in respect of any Commodity Disruption Event, Determination Agent Determination alone shall apply.

- (b) Where one or more Commodity Disruption Events have been specified as applicable in the relevant Issue Terms and (i) more than one of such Commodity Disruption Events occur or exist, and (ii) a different Commodity Disruption Fallback is elected with respect to each such Commodity Disruption Event, then, unless the applicable Issue Terms specifies that any other Commodity Disruption Fallback shall apply, "**Determination Agent Determination**" shall apply.
- (c) With respect to Securities referencing a Basket of Commodities, if the Determination Agent determines that a Commodity Disruption Event has occurred or exists on the Pricing Date in respect of any Commodity in the Basket (the "**Affected Commodity**"), the Relevant Underlying Value of each Commodity within the Basket in respect of which no Commodity Disruption Event exists or has occurred shall be determined on its scheduled Pricing Date and the Relevant Underlying Value of the Affected Commodity shall be determined in accordance with the first applicable Commodity Disruption Fallback that provides a Commodity Reference Price.

10.4 Administrator/Benchmark Events

If the Benchmark Trigger Provisions are specified in the applicable Issue Terms as being applicable and an Administrator/Benchmark Event Date occurs in respect of any Relevant Commodity Benchmark:

- (a) the Commodity Disruption Fallbacks specified in the applicable Issue Terms to apply with respect to an Administrator/Benchmark Event will apply, or if none is so specified, the Commodity Disruption Fallbacks specified in the applicable Issue Terms to apply with respect to Disappearance of Commodity Reference Price shall be deemed to apply in accordance with Condition 10.3 (*Commodity Disruption Fallbacks*) provided that if the Relevant Commodity Benchmark is not a Commodity Reference Price (or the index, benchmark or other price source that is referred to in the Commodity Reference Price) then references to the "Commodity Reference Price" in the applicable Commodity Disruption Fallbacks and related definitions and provisions of these Conditions shall be deemed to be references to the "Relevant Commodity Benchmark";
- (b) if it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, in each case for the Issuer, the Determination Agent or the Calculation Agent to perform the actions prescribed in an applicable Commodity Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Commodity Disruption Fallback will apply; and
- (c) if the Determination Agent determines that the last applicable Commodity Disruption Fallback does not provide the Relevant Underlying Value (including due to the applicability of paragraph (b) above in relation to the last applicable Commodity Disruption Fallback), then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
 - (i) if "Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the

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contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;

- (ii) if "Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (iii) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion;
 - (iv) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
 - (v) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued)" is specified in the Issue Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Issue Terms, without any accrued interest; or
 - (vi) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued) Less Costs" is specified in the Issue Terms, the par value of such Security, without any accrued interest, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.
- (d) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer and the Fiscal Agent of the occurrence of an Administrator/Benchmark Event Date and of any action taken as a consequence. The Fiscal Agent shall provide notice to the Securityholders of any the Administrator/Benchmark Event Date and of any action taken as a consequence in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of the foregoing.

10.5 Common Pricing

With respect to Securities referencing two or more Commodity Reference Prices, if "**Common Pricing**" is specified in the Issue Terms as "**Applicable**", then no date will be a Pricing Date unless such date (the "**Common Pricing Date**") is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing Date) are scheduled to be published or announced, as determined as of the time of issue of the Securities.

10.6 Commodity Index Disruption Events

- (a) The following shall constitute "**Commodity Index Disruption Events**" for the purposes of any Series of Securities with respect to a Commodity Index:
- (i) a temporary or permanent failure by the applicable exchange or other price source to announce or publish the relevant Commodity Specified Price; or
 - (ii) the occurrence in respect of any Component of the relevant Commodity Index of a Commodity Disruption Event (as defined in Condition 10.2 (*Commodity Disruption Events*)).

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- (b) Where the Determination Agent determines, acting in a commercially reasonable manner, that a Commodity Index Disruption Event has occurred and is continuing in respect of a Series on a Pricing Date in respect of such Series (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source), or on any other day as may be specified for this purpose in the applicable Issue Terms, then the following provisions shall apply:
- (i) with respect to each Component which is not affected by the Commodity Index Disruption Event, the Relevant Underlying Value will be determined by the Determination Agent based on the closing prices of each such Component on the applicable Pricing Date;
 - (ii) with respect to each Component which is affected by the Commodity Index Disruption Event, the Relevant Underlying Value will be determined by the Determination Agent (in the case of any Dow Jones UBS Commodity Index) as set out in the DJ UBSCI Manual or (in the case of any S&P Commodity Index) as set out in the Index Methodology in each case based on the closing prices of each such Component on the first day following the applicable Pricing Date on which no Commodity Index Disruption Event occurs with respect to such Component;
 - (iii) subject to paragraph (d) above, the Determination Agent shall determine the Relevant Underlying Value by reference to the closing prices determined in paragraphs (a) and (b) above using the then current method for calculating the relevant Commodity Index; and
 - (iv) where a Commodity Index Disruption Event with respect to one or more Components continues to exist (measured from and including the first day following the applicable determination date) for five consecutive Trading Days, the Determination Agent shall determine the Relevant Underlying Value acting in good faith and in a commercially reasonable manner. In calculating the Relevant Underlying Value as set out in this paragraph, the Determination Agent shall use the formula for calculating the relevant Commodity Index last in effect prior to the Commodity Index Disruption Event.
- (c) If it (a) is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, for the Determination Agent to perform the actions prescribed in Condition 10.6(b) above then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
- (i) if "Early Redemption Amount (Commodity Index Disruption Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (ii) if "Early Redemption Amount (Commodity Index Disruption Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (iii) if "Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on,

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unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion;

- (iv) if "Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
 - (v) if "Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Unaccrued)" is specified in the Issue Terms, the par value of such security, without any accrued interest; or
 - (vi) if "Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Unaccrued) Less Costs" is specified in the Issue Terms, the par value of such Security, without any accrued interest, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.
- (d) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer and the Fiscal Agent of the occurrence of a Commodity Index Disruption Event and of any action taken as a consequence. The Fiscal Agent shall provide notice to the Securityholders of any the Commodity Index Disruption Event and of any action taken as a consequence in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of the foregoing.

10.7 Adjustments to Commodity Index

- (a) If a Commodity Index with respect to a Commodity Reference Price is permanently cancelled or is not calculated and announced by the sponsor of such Commodity Index or any of its affiliates (together the "**Sponsor**") but (i) is calculated and announced by a successor sponsor (the "**Successor Sponsor**") acceptable to the Determination Agent, or (ii) replaced by a successor index (the "**Successor Index**") using, in the determination of the Determination Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of such Commodity Index, then the Commodity Reference Price will be determined by reference to the Commodity Index as so calculated and announced by that Successor Sponsor or that Successor Index, as the case may be.

- (b) Commodity Index Cancellation or Administrator/Benchmark Event Date

If, for a Commodity Index with respect to a Commodity Reference Price, on or prior to the Maturity Date or Early Redemption Date, either (1) the Sponsor permanently cancels the Commodity Index and no Successor Index exists (a "**Commodity Index Cancellation**") or (2) the applicable Issue Terms specify that the Benchmark Trigger Provisions are applicable and an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs in respect of such Commodity Index, then:

- (i) If the applicable Issue Terms specify that the Benchmark Trigger Provisions are applicable and if an Alternative Pre-nominated Index has been specified in relation to such relevant Commodity Index in the applicable Issue Terms, then:
 - (A) the Determination Agent shall attempt to determine an Adjustment Payment;
 - (B) if the Determination Agent determines an Adjustment Payment,
 - (aa) it shall notify the Issuer of the Adjustment Payment and if the Adjustment Payment is an amount that the Securityholder would (but for Condition 10.7(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Security, request the Issuer to notify the Determination Agent whether it intends to redeem the Securities pursuant to Condition 10.7(d). If the Issuer does not intend to redeem the Securities pursuant to Condition 10.7(d) then the following provisions of this Condition 10.7(b)(i) shall apply;

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- (bb) the terms of the Securities shall be amended so that references to the Commodity Index are replaced by references to the Alternative Pre-nominated Index;
 - (cc) the Conditions shall be adjusted to implement the Adjustment Payment as follows:
 - (a) if the Adjustment Payment is an amount that the Issuer is required to pay in respect of each Security, the Determination Agent shall adjust the Conditions to provide for the payment of the Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding Interest Payment Date, on the Maturity Date or other date when the Securities are redeemed in full; or
 - (b) if the Adjustment Payment is an amount that the Securityholder would (but for this Condition 10.7(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Security, the Determination Agent shall adjust the Conditions to provide for the reduction of the amounts due by the Issuer until the aggregate amount of such reductions is equal to the Adjustment Payment, (subject, in the determination of the Determination Agent, to any minimum redemption amount of the Securities which the Determination Agent determines is required pursuant to any applicable law or regulation (including, without limitation, any tax law) and the rules of each listing authority, stock exchange and/or quotation system by which the Securities have then been admitted to listing, trading and/or quotation);
 - (dd) the Determination Agent shall make such other adjustments to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Commodity Index with the Alternative Pre-nominated Index and/or to preserve as nearly as practicable the economic equivalence of the Securities before and after the replacement of the Commodity Index with the Alternative Pre-nominated Index; and
 - (ee) the Determination Agent shall notify the Issuer and the Fiscal Agent of any such Adjustment Payment and adjustments to the Conditions.
- (C) If the Determination Agent is unable to determine an Adjustment Payment then Condition 10.7(d) shall apply.
- (ii) If the applicable Issue Terms do not specify that the Benchmark Trigger Provisions are applicable or, if the Issue Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Index in relation to the Relevant Commodity Benchmark, then Condition 10.7(d) shall apply.
- (c) If, for a Commodity Index with respect to a Commodity Reference Price, on or prior to the Maturity Date or Early Redemption Date, (i) the Sponsor makes a material change in the formula for or the method of calculating such Commodity Index or in any other way materially modifies such Commodity Index (other than a modification prescribed in that formula or method to maintain the Commodity Index in the event of changes in constituent commodities and weightings and other routine events) (a "**Commodity Index Modification**") or, (ii) the Sponsor fails to calculate and announce the Commodity Index for a continuous period of three Trading Days and the Determination Agent determines that there is no Successor Sponsor or Successor Index (a "**Commodity Index Disruption**"), then the Determination Agent may at its option (in the case of (i)) and shall (in the case of (ii)) calculate the Relevant Underlying Value using in lieu of the published level for that Commodity Index (if any), the level for that Commodity Index as at the relevant determination date as determined by the Determination Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Index Adjustment Event, but using only those Futures Contracts that comprised that Index immediately prior to the relevant

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Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange).

(d) Redemption for Commodity Index Adjustment Event:

If:

- (i) a Commodity Index Cancellation occurs and the Issue Terms do not specify that the Benchmark Trigger Provisions are applicable;
- (ii) a Commodity Index Cancellation or an Administrator/Benchmark Event Date occurs in respect of a Commodity Index, the Issue Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Index;
- (iii) a Commodity Index Cancellation or an Administrator/Benchmark Event Date occurs in respect of a Commodity Index, the Issue Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Index but the Determination Agent is unable to determine the Adjustment Payment;
- (iv) a Commodity Index Cancellation or an Administrator/Benchmark Event Date occurs in respect of a Commodity Index, the Issue Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Index and the Determination Agent determines that the Adjustment Payment would be an amount that the Securityholder would (but for Condition 10.7(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Security; or
- (v) a Commodity Index Modification or a Commodity Index Disruption occurs and it (a) would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, in each case for the Determination Agent to calculate the Relevant Underlying Value in accordance with Condition 10.7(c),

then the Issuer may, at any time thereafter and in its reasonable discretion, determine that the Securities shall be redeemed as of any later date. If the Issuer so determines that the Securities shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and upon redemption the Issuer will pay in respect of each Security an amount equal to either:

- (A) if "Early Redemption Amount (Commodity Index Adjustment Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (B) if "Early Redemption Amount (Commodity Index Adjustment Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount.

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If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula and other provisions for determining the Final Redemption Amount, any Interest Amount or the Relevant Underlying Value (as defined in Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions) set out in these General Conditions and such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, and any other variable relevant to the settlement or payment terms of the Securities, which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such change or adjustment, giving summary details of the relevant change or adjustment, in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such change or adjustment.

- (e) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer and the Fiscal Agent of the occurrence of a Commodity Index Adjustment Event and of any action taken as a consequence. The Fiscal Agent shall provide notice to the Securityholders of any the Commodity Index Adjustment Event and of any action taken as a consequence in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of the foregoing.

10.8 Additional Disruption Events

- (a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Securities shall continue or be redeemed early.
- (b) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to any variable relevant to the redemption, settlement, or payment terms of the relevant Securities and/or any other adjustment which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment, giving summary details of the adjustment in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such adjustment.
- (c) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
 - (i) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (ii) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (iii) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or

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any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion;

- (iv) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
 - (v) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued)" is specified in the Issue Terms, the par value of such Security, without any accrued interest; or
 - (vi) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" is specified in the Issue Terms, the par value of such Security, without any accrued interest, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.
- (d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.
- (e) For the purposes hereof:

"Additional Disruption Event" means, with respect to any Series of Securities, any of Change in Law, Hedging Disruption and/or Increased Cost of Hedging as are specified as applicable in the Issue Terms.

10.9 Commodity-Linked Security Inconvertibility Event

If "Commodity-Linked Security Inconvertibility Provisions" are applicable as specified the Issue Terms in relation to any Series of Securities, then the provisions of Clause 34 (*Inconvertibility Events*) shall not apply and the following provisions shall apply instead:

- (a) Inconvertibility Event

"Inconvertibility Event" means with respect to any Series of Securities, the occurrence of any event that makes it impossible, unlawful or commercially impracticable for the Issuer to (i) convert the Relevant Currency into the Inconvertibility Specified Currency in the Relevant Jurisdiction, or (ii) deliver the Inconvertibility Specified Currency into or between accounts in the Relevant Jurisdiction, in either case on the Maturity Date, other than where (x) such impossibility is due solely to the failure by the Issuer to comply with any law, rule or regulation enacted by the government (or any other body with the power to make laws, rules and regulations in the Relevant Jurisdiction) of the Relevant Jurisdiction (unless such law, rule or regulation is enacted after the Trade Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation), (y) after using commercially reasonable efforts, the Issuer would be able to effect such conversion or transfer, or (z) the Inconvertibility Specified Currency has been replaced by the Euro.

If the Inconvertibility Specified Currency is unavailable because it has been replaced by the Euro, the Issuer may at its option (or will, if required by applicable law) without the consent of the holders of the affected Securities, pay any amount in respect of the Securities in Euro instead of the Inconvertibility Specified Currency, in conformity with legally applicable measures taken pursuant to, or by virtue of, the Treaty establishing the European Community. Any payment made in Euro where the required payment is in an unavailable Inconvertibility Specified Currency, will not constitute an Event of Default.

If at any time during the term of the Securities the Determination Agent determines that an Inconvertibility Event has occurred, it will inform the Issuer of such event. Following the determination of an Inconvertibility Event, the Issuer will make any payments due under the Securities by converting any amount due under the Securities from the Inconvertibility Specified Currency into the Relevant Currency at the Fallback FX Spot Rate determined by the Determination Agent in its reasonable discretion.

- (b) Fallback Spot FX Rate

"Fallback FX Spot Rate", means in relation to any Series of Securities, in relation to a payment date, the exchange rate (expressed as a number of the Inconvertibility Specified Currency per one unit of the Relevant Currency) equal to the arithmetic mean, as determined by the Determination Agent, of the firm offer quotes obtained for settlement on or about such payment date, after eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest) of exchange rates for conversion of the Inconvertibility Specified Currency into the Relevant Currency determined by at least five leading dealers selected by the Determination Agent (the **"Reference Dealers"**), dealing in the market for the Inconvertibility Specified Currency, taking into consideration the latest available offer quotation for such exchange rate and any other information deemed relevant by such reference dealers; provided further that if the Determination Agent is unable to obtain five such quotes from the Reference Dealers on such date for any reason, the exchange rate shall be the exchange rate for settlement as determined by the Determination Agent on such date taking into account any information deemed relevant by the Determination Agent. A quotation of MSI plc or its affiliate may be included in the calculation described above.

10.10 **Adjustments to Brent Commodity Reference Price**

If the Determination Agent exercises its discretion to make any adjustments to the relevant Brent Commodity Reference Price pursuant to such Brent Commodity Reference Price, or if any adjustment or substitution is otherwise made pursuant to the relevant Brent Commodity Reference Price, then upon making any such substitution or adjustment, the Fiscal Agent shall notify the Securityholders of the adjustment or substitution in accordance with Condition 29.8 (*Notices*), detailing any such adjustments or substitutions and the effective date of such adjustments or substitutions.

10.11 **Definitions applicable to Commodity-Linked Securities**

In relation to Commodity-Linked Securities, the following expressions have the meanings set out below:

"Adjustment Payment" means, in respect of any Security, the payment (if any) determined by the Determination Agent as is required in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the Commodity Index by the Pre-nominated Alternative Index;

"Basket" means a basket composed of each Commodity specified in the relevant Issue Terms;

"Brent Commodity Reference Price" means any Commodity Reference Price listed under the heading "Oil-Brent" in Section 6 (*Commodity Reference Price*) of the Additional Terms and Conditions);

"Change in Law" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it has become illegal to hold, acquire or dispose of any Hedge Positions or (y) it will incur a materially increased cost in performing its obligations with respect to the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

"Commodity" means each commodity specified as such in the applicable Issue Terms;

"Commodity Business Day" means:

- (i) in the case where the Commodity Reference Price is a price announced or published by an Exchange, a day that is (or, but for the occurrence of a Commodity Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its scheduled closing time; and
- (ii) in the case where the Commodity Reference Price is not a price announced or published by an Exchange, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Commodity Disruption Event, would have published) a price;

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"Commodity Index" means an index comprising commodities specified as such in the relevant Issue Terms;

"Commodity Index Adjustment Event" means, in respect of a Commodity Index, a Commodity Index Cancellation, a Commodity Index Disruption, a Commodity Index Modification or an Administrator/Benchmark Event;

"Commodity Reference Price" means either:

- (i) unless **"Commodity Reference Dealers"** is specified as being applicable in respect of the Securities as specified in the applicable Issue Terms, the commodity reference price(s) specified as such in the applicable Issue Terms which may, without limitation, be one or more of the commodity reference prices set out in Section 6 (*Commodity Reference Price*) of the Additional Terms and Conditions, or
- (ii) if **"Commodity Reference Dealers"** is specified as applicable in the relevant Issue Terms, the Commodity Reference Price will be determined on the basis of quotations provided by Reference Dealers on that Pricing Date of that day's Commodity Specified Price for a unit of the relevant Commodity for delivery on the Delivery Date, if applicable. If four quotations are provided as requested, the price for that Pricing Date will be the arithmetic mean of the Commodity Specified Prices for that Commodity provided by each Reference Dealer, without regard to the Commodity Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the price for that Pricing Date will be the Commodity Specified Price provided by the relevant Reference Dealer that remains after disregarding the Commodity Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value or lowest value, then the Commodity Specified Price of one such quotation shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for the Pricing Date cannot be determined;

"Commodity Specified Price" means the price of a Commodity or Commodities or level of a Commodity Index (which must be a price reported or capable of being determined from information reported in or by the relevant Price Source) as set out in Section 6 (*Commodity Reference Price*) of the Additional Terms and Conditions in relation to the relevant Commodity Reference Price, or, in respect of any Commodity Reference Price not set out in Section 6 (*Commodity Reference Price*) of the Additional Terms and Conditions, as determined in accordance with the applicable provisions of these General Conditions and Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions;

"Component" means in relation to a Commodity Index, any commodity or Futures Contract the price of which is included in such Commodity Index;

"Delivery Date" means the relevant date or month for delivery of the underlying Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) specified as such in Section 6 (*Commodity Reference Price*) of the Additional Terms and Conditions with respect to the relevant Commodity Reference Price, or in respect of any Commodity Reference Price not specified in Section 6 (*Commodity Reference Price*) of the Additional Terms and Conditions, as set out in the Issue Terms;

"DJ UBS Commodity Index" means the Dow Jones UBS Commodity Index and any other Commodity Index, in each case which is calculated and sponsored by Dow Jones Inc, or any successor to such sponsor;

"DJ UBSCI Manual" means the manual or handbook in respect of a DJ UBS Commodity Index published by the sponsor of the relevant Commodity Index and in effect from time to time;

"Exchange" means each exchange or principal trading market specified as such in relation to a Commodity in the applicable Issue Terms or in the applicable Commodity Reference Price;

"Futures Contract" means either (a) the contract for future delivery in respect of the relevant Delivery Date relating to the relevant Commodity referred to in the relevant Commodity Reference Price or (b) each futures contract underlying or included in a Commodity Index;

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"Hedge Positions" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, commodities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Securities;

"Hedging Disruption" means that the Issuer 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) it deems necessary to hedge the risk of entering into and performing its obligations under the Securities, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

"Inconvertibility Specified Currency" means the currency specified as such in the applicable Issue Terms;

"Increased Cost of Hedging" means that the Issuer 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) it deems necessary to hedge the risk of entering into 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) **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Index Methodology" means the manual or handbook in respect of a Commodity Index published by the sponsor of the relevant Commodity Index and in effect from time to time;

"Price Source" means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Commodity Specified Price (or prices from which the Commodity Specified Price is calculated) specified as such in the applicable Issue Terms;

"Pricing Date" means, subject as provided in this Condition 10 (*Provisions relating to Commodity-Linked Securities*), any Interest Determination Date, Determination Date, Barrier Observation Date, Final Redemption Barrier Observation Date, each Commodity Business Day in any Barrier Observation Period, Value Observation Date and each date specified as such (or determined pursuant to a method specified for such purpose) in the applicable Issue Terms, provided that if any such date is not a Commodity Business Day, the following Commodity Business Day;

"Reference Dealers" means four leading dealers in the relevant Commodities market selected by the Determination Agent;

"Relevant Commodity Benchmark" means:

- (a) the Commodity Reference Price (or, if applicable, the index, benchmark or other price source that is referred to in the Commodity Reference Price);
- (b) the Commodity Index; and
- (c) any other index, benchmark or price source specified as such in the applicable Terms.

To the extent that a Fallback Reference Price is used, such Fallback Reference Price shall be a "Relevant Benchmark" from the day on which it is used.

"Relevant Currency" means the currency specified as such in the applicable Issue Terms, and, if none is so specified (i) if the Relevant Underlying is or comprises a Commodity Index, a Currency in which any of the securities which comprise any relevant Commodity Index is denominated, or (ii) in all other cases, the currency in which the Relevant Underlying (or any Basket Component) is denominated;

"Relevant Jurisdiction" means the jurisdiction(s) specified as such in the Issue Terms;

"Relevant Underlying Value" has the meaning given to it in Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions;

"**S&P Commodity Index**" means the S&P GSCI Commodity Index and any other Commodity Index, in each case which is calculated and sponsored by Standard & Poor's, or any successor to such sponsor;

"**Specified Maximum Days of Disruption**" means three (3) Commodity Business Days or any other number of Specified Maximum Days of Disruption specified as such in the relevant Issue Terms; and

"**Trading Day**" means a day when the exchanges for all Components included in the relevant Commodity Index are scheduled to be open for trading.

11. PROVISIONS RELATING TO CURRENCY-LINKED SECURITIES

This Condition 11 (*Provisions relating to Currency-Linked Securities*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Currency-Linked Securities.

11.1 Valuation Date, Interest Determination Date, Observation Date, Determination Date

In these General Conditions:

- (a) "**Valuation Date**" means, in respect of any Series of Currency-Linked Securities, the date(s) specified as such in the applicable Issue Terms, and each Observation Date, Determination Date or Interest Determination Date, if applicable **provided that** where any such date is not a Currency Business Day then the Valuation Date shall be the first preceding day that is a Currency Business Day;
- (b) "**Interest Determination Date**" means, in respect of any Series of Currency-Linked Securities, the date(s) specified as such in the applicable Issue Terms, or, if no such date is specified, subject to Condition 11.2 (*Averaging*), the Interest Determination Date will be the date falling two Currency Business Days prior to the Interest Payment Date **provided that** where any such date is not a Currency Business Day then the Interest Determination Date shall be the first preceding day that is a Currency Business Day;
- (c) "**Observation Date**" means, in respect of any Series of Currency-Linked Securities, the date(s) specified as such, **provided that** where any such date is not a Currency Business Day then the Observation Date shall be the first preceding day that is a Currency Business Day;
- (d) "**Determination Date**" means, in respect of any Series of Currency-Linked Securities, the date(s) specified as such in the applicable Issue Terms, or, if no such date is specified, subject to Condition 11.2 (*Averaging*), the Determination Date will be the date falling two Currency Business Days prior to the Maturity Date **provided that** where any such date is not a Currency Business Day then the Determination Date shall be the first preceding day that is a Currency Business Day;
- (e) "**Relevant Date**" means each Valuation Date, Interest Determination Date and Observation Date; and
- (f) "**Relevant Underlying Value**" has the meaning given to it in the applicable provisions of Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions.

11.2 Averaging

If Averaging Dates are specified in the relevant Issue Terms with respect to a Relevant Date, then notwithstanding any other provisions of the Conditions, the following provisions will apply to the determination of the Relevant Underlying Value in relation to a Relevant Date:

- (a) "**Averaging Date**" means, in respect of a Relevant Date, each date specified as such or otherwise determined as provided in the applicable Issue Terms, **provided that** if any such date is not a Currency Business Day, such date shall be the first preceding day that is a Currency Business Day.
- (b) For purposes of determining the Relevant Underlying Value in relation to a Relevant Date, the Relevant Underlying Value will be determined in accordance with the applicable provisions of

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Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions on each Averaging Date (or, if different, the day on which rates for each Averaging Date would, in the ordinary course, be published or announced by the relevant price source).

- (c) In the case where the Determination Agent determines that it is impossible to obtain the Relevant Underlying Value on an Averaging Date (or, if different, the day on which rates for that Averaging Date would, in the ordinary course, be published or announced by the relevant price source), such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the Relevant Underlying Value. If through the operation of this Condition 11.2 (*Averaging*), there would not be an Averaging Date with respect to the Relevant Date, the provisions of Conditions 11.3 (*Currency Disruption Events*) and 11.4 (*Currency Disruption Fallbacks*) shall apply for purposes of determining the Relevant Underlying Value on the final Averaging Date with respect to that Relevant Date as if such Averaging Date were a Valuation Date on which a Price Source Disruption had occurred.

11.3 Currency Disruption Events

- (a) If so specified in the Issue Terms relating to any Series of Securities, the following shall constitute "**Currency Disruption Events**" for the purposes of such Series:

- (i) "**Price Source Disruption**", which means it becomes impossible, as determined by the Determination Agent, acting in a commercially reasonable manner, to determine the Settlement Rate on the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the applicable price source in accordance with the relevant price source);
- (ii) "**Additional Price Source Disruption**", which means, in relation to the determination of the Relevant Underlying Value on any Relevant Date, (A) the relevant exchange rate is not displayed on the Reference Source or any successor page for such Relevant Date; (B) such Relevant Date is any Unscheduled Holiday; or (C) the Determination Agent determined in good faith that the exchange rate so displayed on the Reference Source is manifestly incorrect; and
- (iii) "**Price Materiality Event**", which means the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage.

- (b) If the applicable Issue Terms specify that any Currency Disruption Event shall be applicable to such Series, then, where the Determination Agent determines, acting in a commercially reasonable manner, that such Currency Disruption Event occurs or has occurred and is continuing in respect of such Series:

- (i) in the case of Price Source Disruption, on the day that is the Relevant Date in respect of such Series (or, if different, the day on which rates for that Relevant Date would, in the ordinary course, be published or announced by the relevant price source); and
- (ii) in the case of any other Currency Disruption Event, on such other Relevant Date in respect of which such Currency Disruption Event is specified as applying in the applicable Issue Terms,

then the Relevant Underlying Value for such Series will be determined in accordance with the terms of the Currency Disruption Fallback first applicable pursuant to Condition 11.4 (*Currency Disruption Fallbacks*), which shall be subject to Condition 11.3(c) below.

- (c)
 - (i) If the Series of Securities is a single Currency-Linked Security, the provisions of Condition 11.3(a) and (b) shall apply.
 - (ii) If the Series of Securities is a Currency Basket-Linked Security, and the Determination Agent determines that a Currency Disruption Event has occurred on any Valuation Date or Relevant Date in respect of any Settlement Rate (which for the purposes of this Condition 11.3 (*Currency Disruption Events*) and Condition 11.4 (*Currency Disruption Fallbacks*) shall mean the Settlement Rate in respect of each Currency Pair), then:

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- (A) for each Settlement Rate for which the Determination Agent determines that a Currency Disruption Event has not occurred, the Settlement Rate shall be determined in accordance with the Conditions; and
- (B) for each Settlement Rate for which the Determination Agent determines that a Currency Disruption Event has occurred, the Determination Agent shall determine the Settlement Rate in accordance with the applicable Currency Disruption Fallback in accordance with Condition 11.4 (*Currency Disruption Fallbacks*) and the applicable Issue Terms.

11.4 Currency Disruption Fallbacks

- (a) If so specified in the Issue Terms relating to any Series of Securities, the following shall constitute "**Currency Disruption Fallbacks**" for the purposes of such Series, and the applicable Issue Terms shall specify which Currency Disruption Fallback(s) shall apply to such Series, to which Currency Disruption Event each such Currency Disruption Fallback shall apply and, where more than one Currency Disruption Fallback may apply to a Currency Disruption Event, the order in which such Currency Disruption Fallback(s) shall apply to such Currency Disruption Event.
 - (i) "**Determination Agent Determination of Settlement Rate**" means that the Determination Agent will determine, in its reasonable discretion, the Settlement Rate (or a method for determining the Settlement Rate), taking into consideration all available information that it deems relevant including (but not limited to), in the case of Currency Basket-Linked Securities, the relevant rate for each unaffected Currency Pair which was determined on the relevant Valuation Date; and
 - (ii) "**Fallback Reference Price**" means that the Determination Agent will determine, in its reasonable discretion, the Settlement Rate for such Series on the relevant Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced) pursuant to the Settlement Rate Option specified in the applicable Issue Terms.
- (b) Where more than one Currency Disruption Event occurs or exists or is deemed to occur or exist, then, unless the relevant Issue Terms has specified which Currency Disruption Fallback shall apply in such circumstances, the Determination Agent shall determine, in its reasonable discretion, which Currency Disruption Fallback shall apply.

11.5 Administrator/Benchmark Events

- (a) If an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs:
 - (i) the Currency Disruption Fallbacks specified in the applicable Issue Terms to apply with respect to Administrator/Benchmark Event will apply, or if none are specified, the Currency Disruption Fallbacks specified in the applicable Issue Terms to apply with respect to a Price Source Disruption shall be deemed to apply in accordance with Condition 11.4 (*Currency Disruption Fallbacks*) provided that if the Relevant FX Benchmark is not the Settlement Rate then references to the "Settlement Rate" in the applicable Currency Disruption Fallbacks and related definitions and provisions of these Conditions shall be deemed to be references to the Relevant FX Benchmark;
 - (ii) if it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, for the Issuer or the Determination Agent to perform the actions prescribed in an applicable Currency Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Currency Disruption Fallback will apply; and
 - (iii) if the Issuer determines that the last applicable Currency Disruption Fallback does not provide a Settlement Rate (including due to the applicability of paragraph (ii) above in relation to the last applicable Currency Disruption Fallback), then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:

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- (A) if "Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (B) if "Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (C) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion;
 - (D) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
 - (E) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued)" is specified in the Issue Terms, the par value of such Security, without any accrued interest; or
 - (F) if "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued) Less Costs" is specified in the Issue Terms, the par value of such Security, without any accrued interest, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.
- (b) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer and the Fiscal Agent of the occurrence of an Administrator/Benchmark Event Date and of any action taken as a consequence. The Fiscal Agent shall provide notice to the Securityholders of any the Administrator /Benchmark Event Date and of any action taken as a consequence in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of the foregoing.

11.6 Additional Disruption Events

- (a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Securities shall continue or be redeemed early.
- (b) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to any variable relevant to the redemption, settlement, or payment terms of the relevant Securities and/or any other adjustment which change or adjustment shall be effective on such date as the Determination

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Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment, giving summary details of the adjustment in accordance with Condition 29.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such adjustment.

- (c) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
- (i) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (ii) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (iii) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion;
 - (iv) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
 - (v) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued)" is specified in the Issue Terms, the par value of such Security, without any accrued interest; or
 - (vi) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" is specified in the Issue Terms, the par value of such Security, without any accrued interest, less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.
- (d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.
- (e) For the purposes hereof:

"Additional Disruption Event" means, with respect to any Series of Currency-Linked Securities, Change in Law, Hedging Disruption, and/or Increased Cost of Hedging as are applicable as specified in the applicable Issue Terms.

11.7 Change to a Relevant FX Benchmark

If the definition, methodology or formula for a Relevant FX Benchmark, or other means of calculating the Relevant FX Benchmark, is changed (irrespective of the materiality of any such change or changes),

then, unless otherwise specified in the applicable Issue Terms, references to that Relevant FX Benchmark shall be to the Relevant FX Benchmark as changed.

11.8 Definitions applicable to Currency-Linked Securities

In relation to Currency-Linked Securities, the following expressions have the meanings set out below:

"Change in Law" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it has become illegal to hold, acquire or dispose of Hedge Positions or (y) it will incur a materially increased cost in performing its obligations with respect to the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

"Currency Business Day" means, for the purposes of:

- (i) the definition of Valuation Date in Condition 11.1 (*Valuation Date, Interest Determination Date, Observation Date, Determination Date*), in respect of any Series of Currency-Linked Securities: (1) a day on which commercial banks are (or but for the occurrence of a Currency 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 Centre(s) of the Reference Currency or (2) where the currency to be valued is euro, a day that is a TARGET Settlement Day and a Business Day; and
- (ii) for any other purpose, in respect of any Series of Currency-Linked Securities: (1) a day on which commercial banks are open for general business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Principal Financial Centre(s) of the Reference Currency and (2) where one of the Currency Pair is euro, a day that is a TARGET Settlement Day;

"Currency Pair" means the Reference Currency and the Settlement Currency;

"Currency-Reference Dealers" is a Settlement Rate Option which means that the Spot Rate for a Rate Calculation Date will be determined on the basis of quotations provided by Reference Dealers on that Rate Calculation Date of that day's Specified Rate, expressed as the amount of Reference Currency per one unit of Settlement Currency for settlement on the Maturity Date (or other relevant date for payment under the Securities). The Determination Agent will request each of the Reference Dealers to provide a firm quotation of its Specified Rate for a transaction where the amount of Reference Currency equals the Specified Amount. If four quotations are provided, the rate for a Rate Calculation Date will be the arithmetic mean of the Specified Rates, without regard to the Specified Rates having the highest and lowest value. If exactly three quotations are provided, the rate for a Rate Calculation Date will be the Specified Rate provided by the Reference Dealer that remains after disregarding the Specified Rates having the highest and lowest values. For this purpose, if more than one quotation has the same highest value or lowest value, then the Specified Rate of one of such quotations shall be disregarded. If exactly two quotations are provided, the rate for a Rate Calculation Date will be the arithmetic mean of the Specified Rates. If only one quotation is provided, the rate for a Rate Calculation Date will be the Specified Rate quoted by that Reference Dealer. The quotations used to determine the Spot Rate for a Rate Calculation Date will be determined in each case at the Specified Time on that Rate Calculation Date or, if no such time is specified, the time chosen by the Determination Agent;

"Hedge Positions" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Securities;

"Hedging Disruption" means that the Issuer is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or

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asset(s) it deems necessary to hedge the risk of entering into and performing its obligations under the Securities, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

"Increased Cost of Hedging" means that the Issuer 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) it deems necessary to hedge the risk of entering into 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) **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Price Materiality Percentage" means the percentage specified as such in the applicable Issue Terms;

"Primary Rate" means the rate determined using the Settlement Rate Option specified for such purpose in the applicable Issue Terms;

"Rate Calculation Date" means any Valuation Date or Averaging Date (as defined in Conditions 11.1 (*Valuation Date, Interest Determination Date, Observation Date, Determination Date*) and 11.2 (*Averaging*), respectively);

"Reference Currency" means the currency or currencies specified as such in the applicable Issue Terms;

"Reference Currency Jurisdiction" means the jurisdiction specified as such in the applicable Issue Terms;

"Reference Dealers" means the reference dealers specified as such in the applicable Issue Terms;

"Reference Source" means the source (such as a Reuters screen page or Bloomberg page) specified as such in the applicable Issue Terms;

"Relevant FX Benchmark" means, in respect of any Securities:

- (i) the Settlement Rate;
- (ii) the Settlement Rate Option;
- (iii) the Primary Rate and the Secondary Rate; and
- (iv) any other index, benchmark, rate or price source which is referenced in the Securities and which is a measure constituting an index (or combination of indices) under any law or regulation applicable to the Securities and identified as a "Relevant FX Benchmark" in the applicable Issue Terms.

To the extent that a Fallback Reference Price is used, it shall be a "Relevant FX Benchmark" from the day on which it is used.

"Secondary Rate" means the rate determined using the Settlement Rate Option specified for such purpose in the applicable Issue Terms;

"Settlement Currency" means the currency specified as such in the applicable Issue Terms;

"Settlement Rate" means the rate as determined by the Determination Agent, in its reasonable discretion, in accordance with the applicable Issue Terms and, where applicable shall be determined in accordance with Condition 11.2 (*Averaging*);

"Settlement Rate Option" means, for the purposes of calculating the Settlement Rate, the Settlement Rate Option specified in the applicable Issue Terms (or which is applicable pursuant to Condition 11.4 (*Currency Disruption Fallbacks*));

"Specified Amount" means the amount of Reference Currency specified as such in the relevant Issue Terms;

"Specified Rate" means any of the following rates, as specified in the relevant Issue Terms: (i) the Reference Currency bid exchange rate, (ii) the Reference Currency offer exchange rate, (iii) the average of the Reference Currency bid and offer exchange rates, (iv) the Settlement Currency bid exchange rate, (v) the Settlement Currency offer exchange rate, (vi) the average of the Settlement Currency bid and offer exchange rates, (vii) the official fixing rate or (viii) any other exchange rate specified in the relevant Issue Terms. If no such rate is specified, the Specified Rate will be deemed to be the average of the Reference Currency bid and offer rate;

"Specified Time" means, in respect of any series of Securities and the determination of the Spot Rate, the time specified as such in the applicable Issue Terms, or if no such time is specified, the time chosen by the Determination Agent;

"Spot Rate" means for any Valuation Date, the relevant currency exchange rate determined in accordance with the applicable Settlement Rate Option and, if a Settlement Rate Option is not applicable, the currency exchange rate at the time at which such rate is to be determined for foreign exchange transactions in the Currency Pair for value on the Maturity Date (or other relevant date for payment under the Securities), as determined in good faith and in a commercially reasonable manner by the Determination Agent; and

"Unscheduled Holiday" means that a day is not a Currency Business Day and that the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the Principal Financial Centre(s) of the Reference Currency two Currency Business Days prior to such day.

12. PROVISIONS RELATING TO INFLATION-LINKED SECURITIES

This Condition 12 (*Provisions relating to Inflation-Linked Securities*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Inflation Linked Securities, provided that Conditions 12.1 to 12.6 are applicable where the Inflation Index is an index other than UDI Fixing and Condition 12.7 (*UDI Index Events*) is applicable only where the Inflation Index is UDI Fixing.

12.1 **Delay of Publication:** If any level of an Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Securities (a **"Relevant Level"**) has not been published or announced by the Inflation Determination Date, the Determination Agent shall determine a Substitute Inflation Index Level (in place of such Relevant Level) by using the following methodology:

- (i) If applicable, the Determination Agent will take the same action to determine the Substitute Index Level in respect of the relevant Inflation Determination Date as that taken by the calculation agent pursuant to the terms and conditions of the Related Bond;
- (ii) If (i) above does not result in a Substitute Index Level in respect of such Inflation Determination Date for any reason, then the calculation agent shall determine the Substitute Index Level in a commercially reasonable manner in its reasonable discretion.

If a Relevant Level is published or announced at any time after the Inflation Determination Date, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Condition 12.1 (*Delay of Publication*), will be the definitive level for that Reference Month.

12.2 **Cessation of Publication:** If a level for the Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index then the Determination Agent shall determine a Successor Inflation Index (in lieu of any previously applicable Inflation Index) for the purposes of the Securities by using the following methodology:

- (a) If at any time a Successor Inflation Index has been designated by the index calculation agent pursuant to the terms and conditions of the Related Bond, such Successor Inflation Index shall be designated a **"Successor Inflation Index"** for the purposes of all subsequent Specified Interest Payment Dates or other relevant payment date as may be specified in the applicable Issue Terms in relation to the Securities, notwithstanding that any other Successor Inflation

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Index may previously have been determined under Condition 12.2(b), 12.2(c) or 12.2(d) below; or

- (b) If a Successor Inflation Index has not been determined under Condition 12.2(a) above and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Inflation Index Sponsor, and the Determination Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Securities from the date that such replacement index comes into effect; or
- (c) If a Successor Inflation Index has not been determined under Condition 12.2(a) or 12.2(b) above, the Determination Agent shall ask five leading independent dealers to state what the replacement Inflation 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 Inflation Index, this Inflation Index will be deemed the "**Successor Inflation Index**". If three responses are received, and two or more leading independent dealers state the same Inflation Index, this Inflation Index will be deemed the "**Successor Inflation Index**". If fewer than three responses are received, the Determination Agent will proceed to Condition 12.2(d) below; or
- (d) If no Successor Inflation Index has been determined under Condition 12.2(a), 12.2(b) or 12.2(c) above by the next Inflation Determination Date, and such index will be deemed a "**Successor Inflation Index**"; or
- (e) If the Determination Agent determines that there is no appropriate alternative index, the Issuer shall give not less than five Inflation Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
 - (i) if "Early Redemption Amount (Inflation Index Cessation) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (ii) if "Early Redemption Amount (Inflation Index Cessation) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (iii) if "Early Redemption Amount (Inflation Index Cessation) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion;

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- (iv) if "Early Redemption Amount (Inflation Index Cessation) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
- (v) if "Early Redemption Amount (Inflation Index Cessation) – Par Value (Unaccrued)" is specified in the Issue Terms, the par value of such Security, without any accrued interest; or
- (vi) if "Early Redemption Amount (Inflation Index Cessation) – Par Value (Unaccrued) Less Costs" is specified in the Issue Terms, the par value of such Security, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion.

- 12.3 **Rebasing of the Inflation Index:** If the Determination Agent determines that an Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the "**Rebased Inflation Index**") will be used for purposes of determining the level of such Inflation Index from the date of such rebasing; provided, however, that the Determination Agent shall make such adjustments as are made by the calculation agent pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Related Bond, the Determination Agent shall make adjustments to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Securities.
- 12.4 **Material Modification Prior to Payment Date:** If, on or prior to the Inflation Determination Date, an Inflation Index Sponsor announces that it will make a material change to an Inflation Index then the Determination Agent shall make any such adjustments to the Inflation Index consistent with adjustments made to the Related Bond, or, if there is no Related Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index.
- 12.5 **Manifest Error in Publication:** If, within thirty days of publication and prior to the redemption of the Securities or payments in respect of any relevant Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Securities, the Determination Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Determination Agent will notify the holders of the Securities in accordance with Condition 29 (*Notices*) of (i) that correction, (ii) the adjusted amount that is then payable under the Securities as a result of that correction and (iii) take such other action as it may deem necessary to give effect to such correction, provided that any amount payable pursuant to sub-paragraph (ii) above shall be paid (with no interest accruing thereon) (a) in connection with an Inflation Index Sponsor's correction to remedy a manifest error in the level of an Inflation Index for a Reference Month for which such Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Securities has occurred, within 15 Inflation Business Days after notice of such amount payable by the Determination Agent, (b) in connection with an Inflation Index Sponsor's correction to remedy a manifest error in the level of an Inflation Index for a Reference Month for which such Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Securities has not occurred, as an adjustment to the payment obligation on the next Specified Interest Payment Date or (c) if there is no further Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Securities, within 15 Inflation Business Days after notice of such amount payable by the Determination Agent.
- 12.6 **Index Level Adjustment Correction:** In relation to any Inflation Index, as specified in the Issue Terms, either (i) the first publication or announcement of the level of the Inflation Index (disregarding estimates) by the relevant Inflation Index Sponsor for any Reference Month shall be final and conclusive and, subject to this Condition 12 (*Provisions relating to Inflation-Linked Securities*), later revisions to the level of the Inflation Index for such Reference Month will not be used in any calculations; or (ii) the first publication or announcement of a level of the Inflation Index (disregarding estimates) published by the relevant Index Sponsor or, if revised, any subsequent revision of such level for a Reference Month shall be final and conclusive for such Reference Month, provided that such revisions are published or

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announced up to and including the day that is two Business Days prior to any relevant Interest Payment Date, Maturity Date or any other payment in respect of the Securities. The Issuer shall give notice to holders of Inflation Linked Securities of any valid revision in accordance with Condition 29 (*Notices*) within 15 Business Days of the publication or announcement of such revision.

12.7 UDI Index Events

Following the occurrence of a UDI Index Event, the level of such Inflation Index shall be as determined by the Determination Agent in good faith and in a commercially reasonable manner.

12.8 Additional Disruption Events

- (a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Securities shall continue or be redeemed early.
- (b) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to any variable relevant to the interest, redemption, settlement, or payment terms of the relevant Securities and/or any other adjustment which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.
- (c) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
 - (i) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
 - (ii) if "Early Redemption Amount (Additional Disruption Event) – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
 - (iii) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or
 - (iv) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued)" is specified in the Issue Terms, the par value of such Security, together with accrued interest (if any);
 - (v) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued)" is specified in the applicable Final Terms, the par value of such Security, without accrued interest;

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- (vi) if "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" is specified in the applicable Final Terms, the par value of such Security, without accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;
- (vii) if "Early Redemption Amount (Additional Disruption Event) – MXN Denominated UDI Linked Redemption" is specified in the Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

$$\text{Calculation Amount} \times \left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \right]$$

and further provided that if the applicable Issue Terms specify:

- (a) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap;
- (b) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or
- (c) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor,

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security); or

- (viii) if "Early Redemption Amount (Additional Disruption Event) – UDI Final Linked Redemption" is specified in the Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

$$\text{Calculation Amount} \times \text{Specified Rate} \times \text{UDI}_{\text{Final}}$$

and further provided that if the applicable Issue Terms specify:

- (a) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap;
- (b) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or
- (c) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor,

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event; or

- (ix) If "Early Redemption Amount (Additional Disruption Event) – Linear Inflation Linked Redemption" is specified in the Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX} \left(\frac{\text{CPI}_E}{\text{CPI}_{\text{Initial}}}, 1 \right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day falls within the Determination Month (Early Redemption)).

where:

"Coupon Amount" means the amount determined by the Determination Agent to be accrued but unpaid Interest Amount in respect of such Calculation Amount on the date fixed for early redemption of the Securities (as if such date were on Interest Payment Date); or

- (x) If "Early Redemption Amount (Additional Disruption Event) – Interpolated Inflation Linked Redemption" is specified in the Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX} \left(\frac{\text{Inflation Index}(E)}{\text{Inflation Index}(start)}, 1 \right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security)

where:

"Coupon Amount" means the amount determined by the Determination Agent to be accrued but unpaid Interest Amount in respect of such Calculation Amount on the date fixed for early redemption of the Securities (as if such date were on Interest Payment Date).

"Inflation Index (E)" means the DIR Index Level in respect of the date fixed for early redemption of the Securities, as determined by the Determination Agent; and

"Inflation Index (Start)" means the DIR Index Level in respect of the Issue Date, as specified in the applicable Issue Terms.

- (xi) if "Early Redemption Amount (Additional Disruption Event) – MXN UDI Amortising Redemption" is specified in the Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

$$\text{UDI Final Reduced Calculation Amount} \times \text{UDI Performance}$$

and further provided that if the applicable Issue Terms specifies Redemption Floor is applicable, the amount calculated in accordance with the above formula shall not be less than the UDI Redemption Floor,

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

12.9 Definitions Applicable to Inflation-Linked Securities

In relation to Inflation Linked Securities, the following expressions have the meanings set out below:

"Additional Disruption Event" means, with respect to any Series of Inflation-Linked Securities, such of Change in Law, Hedging Disruption and/or Increased Cost of Hedging as are applicable as specified in the applicable Issue Terms.

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"Affected Payment Date" means each Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date as may be specified in the applicable Issue Terms in relation to the Securities in respect of which an Inflation Index has not been published or announced;

"Change in Law" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it has become illegal to hold, acquire or dispose of Hedge Positions or (y) it will incur a materially increased cost in performing its obligations with respect to the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

"Daily Inflation Rate" means, in respect of an Inflation Valuation Date, the daily interpolated level of the Index for the relevant Inflation Valuation Date, determined as follows:

$$MIL_t + (MIL_{t1} - MIL_t) \times \frac{D-1}{N}$$

where:

"MIL_t" means the Index level for the Reference Month that is the number of months immediately preceding the relevant Inflation Valuation Date as specified in the applicable Issue Terms. If the number of months is not specified, 3 months shall apply.

"MIL_{t1}" means the Index level for the Reference Month that is the number of months immediately preceding the relevant Inflation Valuation Date as specified in the applicable Pricing Supplement. If the number of months is not specified, 2 months shall apply.

"D" means, in respect of an Inflation Valuation Date, the number of the calendar day of such Inflation Valuation Date, as determined by the Determination Agent.

"N" means, in respect of an Inflation Valuation Date, the total number of calendar days of the month in which such Inflation Valuation Date falls, as determined by the Determination Agent.

"Fallback Bond" means an inflation linked bond selected by the Determination Agent and issued by the government of a country to whose level of inflation the Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same date as the Maturity Date, or (b) if no such bond as described in (a) can be determined, the next longest maturity after the Maturity Date, or (c) if no such bond as described in either (a) or (b) can be determined, the next shortest maturity before the Maturity Date. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Determination 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 Determination Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date of the Securities and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Determination Agent from those bonds. If the Fallback Bond redeems the Determination 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);

"Hedge Positions" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Securities;

"Hedging Disruption" means that the Issuer 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) it deems necessary to hedge the risk of entering into and performing its obligations under the Securities, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

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"Increased Cost of Hedging" means that the Issuer 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) it deems necessary to hedge the risk of entering into 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) **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Inflation Business Days" means, the business days specified as such in the applicable Issue Terms or, if such business days are not specified, if the Inflation Index is measuring the rate of inflation in (a) the United States, any day, other than a Saturday or Sunday that is also a day that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close in New York, (b) France, Spain, Germany or the European Monetary Union, any TARGET Settlement Days or (c) the United Kingdom, any day, other than a Saturday or Sunday that is also a day that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close in London.

"Inflation Determination Date" means the date that is 5 Inflation Business Days prior to an Inflation Valuation Date;

"Inflation Index" means any index specified as such in the applicable Issue Terms;

"Inflation Index Sponsor" means, in respect of an Inflation Index, the entity specified as such in the relevant Issue Terms or, if no entity is specified, the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index;

"Inflation Valuation Date" means, as applicable, (a) each Specified Interest Payment Date, (b) the Maturity Date (unadjusted), (c) any date fixed for early redemption of the Securities, or (d) other relevant payment date on which a payment due under the Securities is to be determined by reference to the relevant Inflation Index;

"Reference Month" means the calendar month for which the level of the relevant Inflation Index was reported, regardless of when this information is published or announced and, where such Reference Month is relevant to determine the Relevant Underlying Value (as defined in Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions) on any Interest Determination Date or, as defined in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, a Barrier Observation Date, Automatic Early Redemption Valuation Date or Determination Date, means the Reference Month specified in respect of each such date, or any other month specified or defined as such in the Additional Terms and Conditions. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month will be the period for which the Inflation Index level was reported;

"Related Bond" means the bond specified in the applicable Issue Terms, or if no bond is so specified, the Fallback Bond. If the Related Bond is "Fallback Bond", then for any Related Bond determination under the Conditions, the Determination Agent shall use the Fallback Bond (as that term is defined in this Condition 12.9 (*Definitions Applicable to Inflation-Linked Securities*)). If no bond is specified in the applicable Issue Terms as the Related Bond and "Fallback Bond: Not applicable" is specified in the applicable Issue Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Issue Terms, and that bond redeems or matures before the relevant Maturity Date, unless "Fallback Bond: Not applicable" is specified in the applicable Issue Terms, the Determination Agent shall use the Fallback Bond for any Related Bond determination;

"Substitute Inflation Index Level" means an Inflation Index level, determined by the Determination Agent pursuant to the provisions of Condition 12.1 (*Delay of Publication*), in respect of an Affected Payment Date; and

"Successor Inflation Index" has the meaning specified in Condition 12.2 (*Cessation of Publication*).

"**UDI Index Event**" means, with respect to any Series of Inflation-Linked Securities, the occurrence of one or more of the following events: (a) the Inflation Index is not calculated and/or published in a timely manner by the Central Bank of the United Mexican States (*Banco de México*) (the "**Central Bank**"); or (b) the Central Bank ceases to publish the Inflation Index or publishes a successor unit of value; or (c) the Central Bank makes a material change in the method of calculating the Inflation Index; or (d) the Central Bank in any way materially modifies or restates previously published rates of the Inflation Index; or (e) the United Mexican States ("**Mexico**"), or any of its agencies, instrumentalities or entities (including, without limitation, the Central Bank) by means of any law, regulation, ruling, directive or interpretation, whether or not having the force of law, takes any action which legally or de facto prevents or has the effect of restricting or limiting the calculation or publication of the Inflation Index or any of the values used to determine the Inflation Index; or (f) Mexico continues to publish the Inflation Index but applies an alternate index to a substantial portion of its local debt; or (g) the Inflation Index is otherwise not available.

13. PROVISIONS RELATING TO FUND-LINKED SECURITIES

This Condition 13 (*Provisions relating to Fund-Linked Securities*) shall apply only to Securities specified in the applicable Issue Terms as being Single Fund Securities or Fund Basket Securities.

13.1 Market Disruption, Reference Dates and Averaging Dates

- (a) If a Reference Date is not a Fund Business Day, the relevant Reference Date shall be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the applicable Issue Terms, the next succeeding Common Fund Business Day.
- (b) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer of the occurrence of a Disrupted Day on any day that, but for the occurrence or continuance of a Disrupted Day, would have been a Reference Date.
- (c) If any Reference Date is a Disrupted Day, then:
 - (i) in the case of Single Fund Securities, the relevant Reference Date shall be the next succeeding Fund Business Day that is not in the determination of the Determination Agent a Disrupted Day, unless no Fund Business Day that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for the Fund Interest as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner; or
 - (ii) in the case of Fund Basket Securities:
 - (A) where "Individual Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:
 - (aa) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and
 - (bb) the Reference Date for any Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first Fund Business Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component, unless no Fund Business Day that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the

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Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner;

- (B) where "Common Fund Business Days and Common Disrupted Days" is specified to be applicable in the relevant Issue Terms, then if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, the Reference Date for each such Basket Component shall be the first Common Fund Business Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of any Basket Component, unless no Common Fund Business Day that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for each Basket Component as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner;
- (C) where "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:
 - (aa) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and
 - (bb) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the first Fund Business Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component, unless no Fund Business Day for such Basket Component that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner;
- (d) If Averaging Dates are specified in the applicable Issue Terms with respect to a Reference Date then, notwithstanding any other provisions of the Conditions, the following provisions will apply to the valuation of the relevant Fund Interest or Basket of Funds in relation to the relevant Reference Date:
 - (i) If, in respect of Single Fund Securities, any Averaging Date in respect of a Reference Date is a Disrupted Day, then the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred prior to the Cut-off Period 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 the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date), and (2) the Determination Agent shall determine its estimate of the value for the Fund Interest as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner; and
 - (ii) If, in the case of Fund Basket Securities, a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Basket Component, then:

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- (A) where "Individual Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms:
- (1) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (2) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the first succeeding Valid Date in relation to such Affected Basket Component. If the first succeeding Valid Date has not occurred prior to the Cut-off Period 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 the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date notwithstanding the fact that such day may not be a Valid Date), and (2) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner;
- (B) where "Common Fund Business Days and Common Disrupted Days" is specified to be applicable in the relevant Issue Terms, then the Averaging Date for each Basket Component shall be the first succeeding Common Valid Date. If the first succeeding Common Valid Date has not occurred prior to one Cut-off Period 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 the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date and notwithstanding the fact that such day may not be a Common Valid Date), and (2) the Determination Agent shall determine its estimate of the value for each Basket Component as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner;
- (C) where "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms:
- (1) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (2) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the first succeeding Valid Date in relation to such Affected Basket Component. If the first succeeding Valid Date has not occurred prior to the Cut-off Period 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 the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date and notwithstanding the fact that such day may not be a Valid Date), and (2) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner;

13.2 Potential Adjustment Events

Following the declaration by any Fund or Fund Service Provider of the terms of any Potential Adjustment Event, the Determination Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Fund Interest or amount of Fund Interest and, if so, will (i) make the corresponding adjustment(s), if any, to any one or more of the Redemption Amount and/or any such other amounts payable under the Securities, the Reference Price and, in any case, any other variable relevant to the calculation, valuation, payment or other terms of Securities as the Determination Agent 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 or liquidity relative to the relevant Fund Interest) and (ii) determine the effective date(s) of the adjustment(s).

13.3 Corrections

Unless occurring after the day falling three Business Days prior to a due date for any payment or delivery under the Securities calculated by reference to the value of, or proceeds received from, any Fund Interest, if the Determination Agent determines that a Fund or a Fund Administrator adjusts any relevant value of the Fund Interest, including the Reference Price or the Redemption Proceeds that would have been paid to a Hypothetical Investor redeeming the relevant number of Fund Interests that are subject to valuation used for determining amounts and/or assets due under the Securities, then the Determination Agent shall make such adjustments to the terms of the Securities as it determines necessary and practicable to reflect that the relevant value of the Fund Interest to be used shall be the value of, or proceeds received from, the relevant Fund Interest as so adjusted.

13.4 Fund Events

- (a) If at any time the Determination Agent determines that a Fund Event has occurred and/or is continuing then the Determination Agent shall provide written notice thereof to the Issuer (a "**Fund Event Notice**"). The Determination Agent shall not have any obligation to monitor the occurrence of a Fund Event nor shall it have any obligation to make a determination that a Fund Event has occurred or is continuing.
- (b) The Issuer will, in its reasonable discretion, determine:
 - (i) where Fund Event Unscheduled Redemption is specified as applicable in the applicable Issue Terms, whether the relevant Securities shall be redeemed other than on the Scheduled Maturity Date. If the Issuer determines that the relevant Securities shall be so redeemed, then the Issuer shall redeem each Security at an amount equal to the Early Redemption Amount on such date as the Issuer may notify to Securityholders in accordance with Condition 29 (*Notices*), provided that not less than five Business Days' notice of such date, other than the Scheduled Maturity Date, is given to Securityholders;
 - (ii) whether to substitute any Affected Fund Interest with the Successor Fund Interest relating to such Affected Fund Interest; and/or
 - (iii) whether to make such adjustment to account for such Fund Event as it considers appropriate which may include, without limitation:
 - (A) making an adjustment to the calculation of the Redemption Amount and/or any such other amounts due under the Securities (which may include calculating a valuation (which may be zero) for the Affected Fund Interest and/or adjusting the weighting of the Affected Fund Interest in a Basket of Funds and/or deferring any relevant Determination Date until the circumstances giving rise to the relevant Fund Event are no longer continuing), all in the determination of the Determination Agent, acting in good faith and a commercially reasonable manner, and/or
 - (B) adjustments to any amount due in respect of the Securities to reflect (I) the Removal Value of the Affected Fund Interest instead of the Reference Price of the Affected Fund Interest and (II) an amount determined by the Determination Agent in respect of interest (compounded on a daily basis) of the Removal Value of such Affected Fund Interest accrued at an overnight rate relating to the Specified Currency selected by the

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Determination Agent during the period from (and including) the date on which the replacement of the Affected Fund Interest is effective to (but excluding) the Maturity Date.

Where it is required to determine a valuation of the Affected Fund Interest for the purposes of this Condition 13.4(b) (*Fund Events*) other than by reference to the Reference Price, the Determination Agent shall determine the mechanics for calculating such valuation of the Affected Fund Interest (which valuation may be zero) by reference to such sources as it considers appropriate including, but not limited to, by reference to the value it may obtain from a third party on arms' length terms for the transfer to it of any hedging arrangements relating to the Securities in so far as they relate to such Affected Fund Interest. Any payments under the Securities determined by reference to the value of the Affected Fund Interest shall be suspended until payment of the Early Redemption Amount or, as the case may be, determination of the valuation of the Affected Fund Interest. The date of payment of the Early Redemption Amount (or the proportion thereof relating to the valuation of the Affected Fund Interest), or other relevant amount determined by reference to the Affected Fund Interest may fall on such commercially reasonable date after the Scheduled Maturity Date as the Determination Agent considers necessary or appropriate to enable it to determine the relevant valuation subject to any Final Cut-off Date and provided that, if the Determination Agent is not able to determine such a value by reference to a Reference Price for an applicable deferred Determination Date or for such a transfer of any hedging arrangements to a third party by the Scheduled Maturity Date or, if later, any Final Cut-off Date, it may deem the valuation to be zero.

The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

- (iv) For the purposes of this Condition 13.4(b)(iv):
- (A) **"Successor Fund Interest"** means, in respect of any Affected Fund Interest one or more funds that, in the determination of the Determination Agent, have characteristics, investment objectives and policies similar to those in effect for the Affected Fund Interest immediately prior to the occurrence of the relevant event.
 - (B) The Affected Fund Interest shall be replaced by a number of units of the Successor Fund Interest with a combined value (as determined by the Determination Agent) equal to the relevant Removal Value of the applicable number of units of the Affected Fund Interest. Such replacement shall be effected, from time to time whenever the Removal Value changes, on the date, as determined by the Determination Agent, on which the Fund issuing the Successor Fund Interest would admit a Hypothetical Investor who, on the Fund Business Day next following the date on which any Removal Value not previously applied toward any Successor Fund Interest would be received by such Hypothetical Investor redeeming out of the relevant amount of Affected Fund Interest, had submitted a valid order to purchase such amount of the Successor Fund Interest.
 - (C) If necessary, the Determination Agent will adjust any relevant terms, including, but not limited to adjustments to account for changes in the Fund Interest Currency, the Frequency of Fund Interest Valuations, volatility, investment strategy or liquidity relevant to such Fund Interests or the Securities.

13.5 Notice of Fund Event

Notice of the consequences of a Fund Event shall be given to the Securityholders in accordance with Condition 29 (*Notices*). Such notice shall (i) identify the Affected Fund Interest (if applicable) and the relevant Fund Event and contain a summary of the facts constituting such event, (ii) if applicable, identify the Successor Fund Interest and specify the effective date of such substitution, (iii) if applicable, specify adjustments made or expected to be made by the Determination Agent and (iv) if applicable, specify the date on which the Securities are to be redeemed.

13.6 **Definitions applicable to Fund-Linked Securities**

In relation to Fund-Linked Securities, the following expressions shall have the meanings set out below:

"Affected Fund Interest" means, at any time, any Fund Interest in respect of which the Determination Agent has determined that a Fund Event has occurred;

"Affiliate" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person (for such purposes, **"control"** of any entity or person means ownership of a majority of the voting power of the entity or person);

"Averaging Date" means, in respect of each Reference Date, either:

- (i) in the case of (a) a Single Fund Note; or (b) a Fund Basket Security, where the applicable Issue Terms provides that "Individual Fund Business Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Issue Terms, or, if such date is not a Fund Business Day, the next following Fund Business Day for such Fund or Basket Component (as the case may be); or
- (ii) in the case of a Fund Basket Security, where the applicable Issue Terms provides that "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Issue Terms, or if any such date is not a Common Fund Business Day, the next following Common Fund Business Day for such Basket of Funds,

provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Basket Component" means, in relation to a particular Series of Fund Basket Securities, each Fund Interest comprised in the relevant Basket of Funds;

"Basket of Funds" means a basket composed of such Fund Interests in such Funds specified in the applicable Issue Terms in the relative proportions or number of units of each Fund Interest specified in the applicable Issue Terms, subject to the provisions of Condition 13.4 (*Fund Events*);

"Common Fund Business Day" means, in respect of a Fund Basket Security, each day which is a Fund Business Day for all the Basket Components;

"Common Valid Date" means, in respect of a Fund Basket Security, a Fund Business Day that is not a Disrupted Day for any Basket Component and on which another Averaging Date in respect of the relevant Reference Date does not or is deemed not to occur;

"Cut-off Period" means, in respect of any date, the period specified in the applicable Issue Terms, or if no such period is specified, a period of the shorter of (a) eight Fund Business Days or, in the case of a Fund Basket Security, eight Common Fund Business Days; and (b) three months **provided that** if a **"Final Cut-off Date"** is specified in the applicable Issue Terms, then any Cut-off Period that would otherwise end after such Final Cut-off Date shall end on such Final Cut-off Date;

"Determination Date" means, in relation to any determination, each date specified as such in the applicable Issue Terms, provided that if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Disrupted Day" means any day on which a Disruption Event has occurred or is continuing;

"Disruption Event" means any of the following events as determined by the Determination Agent:

- (a) in respect of any Fund Interest, the failure of (i) a Scheduled Fund Valuation Date to be a Fund Valuation Date or any continued postponement or suspension of such Fund Valuation Date;

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and/or (ii) there to be a Fund Reporting Date and/or Reported Net Asset Value relating to the relevant Fund Valuation Date;

- (b) in respect of any Fund Interest (i) there is a failure by the Fund to pay the full amount (whether expressed as a percentage or otherwise) of the Redemption Proceeds in the Fund Interest Currency with respect to the relevant amount of such Fund Interest scheduled to have been paid on or by such day according to the Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of such Fund Interests) or (ii) a Hypothetical Investor which had submitted a valid redemption notice in respect of such Fund Interest (in the case of a Single Fund Security) or each Fund Interest comprised in the Basket of Funds (in the case of a Fund Basket Security) on the last date permitted pursuant to the relevant Fund Documents would, in the reasonable opinion of the Determination Agent, not have received in full the Redemption Proceeds in respect of such redemption(s) on or before the date which is three Business Days prior to a related scheduled date for payment under the Securities;
- (c) the inability (including by reason of illegality) of, or the impracticability for, a Hedging Party to (i) unwind or dispose of any transaction it has entered into, or any asset it holds, in either case for the purpose of hedging its exposure to price variations of the Fund Interest (in the case of Single Fund Securities) or the Basket of Funds (in the case of Fund Basket Securities) inherent in its obligations, in the case of the Issuer, under the Securities or, in the case of an Affiliate, under any transaction pursuant to which it hedges the Issuer's exposure to the Fund Interest (in the case of Single Fund Securities) or the Basket of Funds (in the case of the Fund Basket Securities) under the Securities when scheduled or at all (including any change to the notice period for redemptions, transfers or subscriptions of a Fund Interest under the Fund Documents, any gating, side-pocketing or other arrangement affecting such a Hedging Party), or (ii) realise, recover or remit to any person the proceeds of any such transaction or asset; and/or
- (d) any closure other than for ordinary public holidays and/or any restriction or suspension in trading of foreign exchange markets or money markets in a relevant Fund Interest Currency or Specified Currency that, in the opinion of the Determination Agent, would have a material effect on the ability market participants to effect transactions in such markets,

provided that if any event would otherwise be both a Disruption Event and Fund Event, such event shall be treated solely as a Fund Event;

"Early Redemption Amount" means, in the case of this Condition 13:

- (x) if "Early Redemption Amount (Fund Event – Fair Market Value Less Costs)" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (y) if "Early Redemption Amount (Fund Event – Fair Market Value)" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security) as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

"Exchange" means, in respect of a Fund Interest, the principal exchange or quotation system in such Fund Interest, as determined by the Determination Agent, any successor to such Exchange or quotation

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system or any substitute exchange or quotation system to which the Fund Interest has temporarily relocated;

"Extraordinary Dividend" means an amount per relevant Fund Interest specified or otherwise determined by the Determination Agent;

"Final Cut-off Date" means the date specified as such in the applicable Issue Terms;

"Frequency of Fund Interest Valuation" means, in respect of a Fund Interest, the frequency of occurrence of a Fund Business Day for such Fund Interest as determined by reference to the Fund Documents in effect on the Trade Date;

"Fund" means, in respect of any Fund Interest, the issuer of, or other legal arrangement (including, if applicable, any relevant class or series) giving rise to, the relevant Fund Interest as specified in the applicable Issue Terms;

"Fund Administrator" means, in respect of any Fund and the related Fund Interest, any fund administrator, manager, trustee or similar person responsible for the administration of such Fund and the determination and reporting of any official price or value of such Fund according to the Fund Documents or any successor acceptable to the Determination Agent;

"Fund Adviser" means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser) for such Fund and/or a Fund Administrator and/or any other person(s) designated in the Fund Documents as responsible for the oversight of the Fund, or any successor to any such person acceptable to the Determination Agent;

"Fund Business Day" means, in respect of any Fund Interest and the related Fund, either (a) where the Reference Price for such Fund Interest is "Reported Net Asset Value", each of a Scheduled Fund Valuation Date and any day on which the Fund or the primary Fund Administrator acting on behalf of the Fund is scheduled to effect subscription and redemption requests or (b) where the Reference Price for such Fund Interest is "Redemption Proceeds", a Scheduled Redemption Valuation Date;

"Fund Documents" means, in respect of any Fund and the related Fund Interest, the constitutive and governing documents, subscription agreements and other agreements of the related Fund specifying the terms and conditions relating to such Fund Interest (including, without limitation, the prospectus, information memorandum or other offering document issued by such Fund in connection with such Fund Interest), in each case and unless where otherwise specified, as amended and/or supplemented from time to time;

"Fund Event" means, in the determination of the Determination Agent, the occurrence or announcement by the Fund or a Fund Service Provider at any time of any of the following events unless any such event is specified in the applicable Issue Terms as a Non-Applicable Fund Event:

- (a) **Nationalisation:** in respect of a Fund Interest and the related Fund, all the Fund Interests or all or substantially all the assets of the Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (b) **Fund Insolvency Event:** in respect of a Fund Interest and the related Fund (i) the Fund, and/or any Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C)(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 organization 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

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presented by a person or entity not described in (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 dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; or (F) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (A) through (E) above; or (without prejudice to the foregoing) (ii) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (A) all the Fund Interests of that Fund are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Fund Interests of that Fund become legally prohibited from transferring them;

- (c) **Fund Adviser Event:** in respect of any Fund Interest, as determined by the Determination Agent, (a) that at any time after the Trade Date, the total value of the assets managed by the relevant Fund Adviser (including in relation to the Fund) is equal to or less than 50,000,000 U.S. Dollars (or its equivalent) or (b) that over any period of 12 months, the total value of the assets managed by the relevant Fund Adviser (including in relation to the Fund) has decreased by fifty per cent. (whether due to redemptions or decrease in the value of such assets or otherwise) (c) any material breach by the Fund Adviser (or any of its Affiliates) of any Relevant Hedging Transaction between it and a Hedging Party;
- (d) **NAV Trigger/Restriction Event:** in respect of any Fund Interest, (A) the Reported Fund Interest Value as of the last Fund Valuation Date of any month has decreased by a percentage equal to, or greater than, fifty per cent. of the Reported Fund Interest Value as of the Fund Valuation Date of the same month in the immediately preceding calendar year (or, if the first year of operation of the relevant Fund Interest, as of its highest Reported Fund Interest Value on the last Fund Valuation Date of any month during such first year); or (B) the related 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 judgment of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
- (e) **Changes to Fund or Fund Service Providers:** in respect of any Fund Interest and the related Fund: (i) any change in the organisation of the Fund or of any Fund Service Provider without the prior written consent of the Determination Agent including, without limitation, a change of control of, or a change of the main shareholders, managing directors or individual(s) designated as fund manager(s) in the Fund Documents as at the Trade Date (if any) of a Fund Service Provider, (ii) any Fund Service Provider ceasing to act in the relevant capacity in relation to the Fund unless immediately replaced in such capacity by a successor acceptable to the Determination Agent or (iii) any delegation or transfer by the Fund Adviser of any of its powers, duties or obligations under the Fund Documents to a third party without the prior written consent of the Determination Agent;
- (f) **Fund Modification:** in respect of any Fund Interest, any change, modification or termination of the related Fund Documents or of any rights attaching to the related Fund Interests (including without limitation any change or modification affecting management policy the Fund Interest Currency, the Frequency of Fund Interest Valuation, the terms relating to subscription, transfer and/or redemption of such Fund Interest including any change to the form or schedule of payment or notice period) from those prevailing on the Trade Date (in the case of Single Fund Securities) or the date on which any Fund Interest issued by such Fund was first included in the Basket of Funds (in the case of Fund Basket Securities) and which could reasonably be expected to affect the value of such Fund Interest or the rights or remedies of any holders thereof;

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- (g) **Strategy Breach:** in respect of any Fund Interest, as determined by the Determination Agent, any breach of or non-compliance with any investment objective, investment restrictions or other strategy or investment guidelines or requirements, subscription and redemption provisions (including, without limitation, the days treated as Fund Business Days) or valuation provisions (including, without limitation, the method of determining the net asset value of the relevant Fund Interest), in each case as set out in the Fund Documents as in effect on the Trade Date or, if later, the date on which such Fund Interest was first included in the Basket of Funds (in the case of Fund Basket Securities) that is reasonably likely to affect the value of such Fund Interest or the rights or remedies of any holders thereof;
- (h) **Breach by Fund Service Provider:** in respect of any Fund Interest, the breach by any relevant Fund Service Provider of any obligation (including, without limitation, non-compliance with any investment guidelines relating to such Fund Interest), representation or warranties concerning the relevant Fund (including, without limitation, pursuant to any agreement with the Fund), which breach, if capable of remedy, has not been remedied within 10 calendar days of its occurrence;
- (i) **Regulatory Event:** (A) in respect of any Fund Interest, (1) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of such Fund Interest or on any investor therein (as determined by the Determination Agent) or (2) the related Fund or any of its Fund Service Providers becoming subject to any investigation, proceeding arbitration, litigation or official action by any relevant governmental, legal or regulatory authority involving the alleged violation of, or non-compliance with, applicable law or regulation in relation to any activities relating to or resulting from the operation of: (i) such Fund, or (ii) another fund where (in the opinion of the Determination Agent) such circumstances in respect of such other fund may have an adverse effect on the relevant Fund or (B) any event which would have the effect of: (i) imposing on the Issuer and/or any Affiliate or adversely modifying any reserve, funding arrangement, special deposit, or similar requirement that would be applicable to the Issuer and/or such Affiliate in relation to the Securities or any related hedging arrangement or (ii) changing the amount or cost of regulatory capital that would have to be maintained by the Issuer and/or any Affiliate in relation to the Securities or any related hedging arrangement, including, without limitation, any requirement under applicable law, regulation or other rule or requirement from time to time applicable to the Issuer and/or any Affiliate that requires any information-provision or other transparency requirements in respect of a Fund Interest, whether to keep constant the cost of regulatory capital that would have to be maintained by any such person in relation to the Securities or otherwise comply therewith, and the relevant Fund Service Provider fails to provide sufficient information in respect of a Fund Interest for any such person to satisfy such relevant obligations or (C) in respect of any Fund Interest and the related Fund (i) the withdrawal, cancellation, suspension or revocation of any registration, licence or approval of such Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund; (ii) the withdrawal, suspension, cancellation or modification of any licence, consent, permit, authorisation or clearance required for the Fund or any one or more of its significant Fund Service Providers to carry out their activities as they are or should be carried out in compliance with applicable law or regulation; and/or (iii) the failure of such Fund Interest and/or the related Fund to comply with any applicable requirements from time to time applied by any relevant listing authority, stock exchange, quotation system and/or regulator that allow it to be used to determine amounts due under the Securities (or, in the case of (C)(i), (ii) or (iii), any official announcement indicating that any such circumstances may occur);
- (j) **Reporting Disruption:** in respect of any Fund Interest, (A) the occurrence of any event affecting such Fund Interest that, in the determination of the Determination Agent, would make it impossible or impracticable for the Determination Agent to determine the value of such Fund Interest and the Determination Agent does not expect such event to cease in the foreseeable future; (B) any failure of the related Fund to deliver, or cause to be delivered, or recipients in general to receive (1) information that such Fund has agreed to deliver, or cause to be delivered to the Determination Agent, the Issuer and/or any Hedging Party as applicable, or (2) information that has been previously delivered to the Determination Agent, the Issuer and/or any Hedging Party, as applicable, in accordance with such Fund's, or its authorised

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representative's, normal practice and that the Determination Agent deems necessary for it or the Issuer, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Interest; (C) the related Fund ceases, for any reason whatsoever (either directly or through any Fund Service Provider acting on its behalf for this purpose) to provide, publish or make available its net asset value on any Fund Reporting Date; or (D) a Fund Service Provider informs the Determination Agent, the Issuer and/or any Hedging Party that any Reported Net Asset Value of such Fund Interest should not be relied on (whether by reason of it being only a provisional or estimated net asset value or for any other reason) and/or, in the opinion of the Determination Agent, any Reported Net Asset Value is inaccurate (which, for the avoidance of doubt, includes without limitation circumstances where any net asset value reported by a Fund Service Provider to the Issuer, any Hedging Party and/or investors in Fund Interest generally differs from any net asset value published on any one or more publishing service), in each case which the Determination Agent considers to be material to the Securities;

- (k) **Compulsory Redemption or Assignment:** in respect of any Fund Interest, (i) the repurchase or redemption by the Fund of all or some of the Fund Interests otherwise than at the request of a holder of Fund Interests; or (ii) any event or circumstance (whether or not in accordance with the constitutive documents and investment guidelines of the Fund) which would mandatorily oblige a holder of Fund Interests to redeem, sell, assign or otherwise dispose of any Fund Interests and which the Determination Agent determines could affect a Hypothetical Investor;
- (l) **Closure to Subscriptions; Dealing Restrictions:** in respect of any Fund Interest, (A) the closure of the related Fund to new subscriptions of Fund Interests, or (B) the imposition of any dealing restrictions (including, without limitation, material amendments to relevant documentation, delay (partial or otherwise), suspension or termination (partial or otherwise) of subscription, redemption or settlement) relating to the Fund or transactions in Fund Interests by any Fund Service Provider, any Affiliate or agent of any Fund Service Provider, or any intermediary platform through which the Issuer or its Affiliates may contract (via a trading agreement or otherwise) in order to carry out transactions in Fund Interests;
- (m) **Disposals; Material Change; Merger; Reclassification; Fund Interest Transfer:** in respect of any Fund Interest, (A) a disposal to any person(s) of all, or a material part, of the assets of (x) the related Fund, or (y) any significant Fund Service Provider; or (B) a material change in the business of the Fund or any significant Fund Service Provider, or (C) the merger, amalgamation or consolidation of the related Fund and/or such Fund Interest with (x) any other sub-fund or compartment of the Fund or (y) any other collective investment undertaking (or sub-fund or compartment of such other collective investment undertaking, including another fund), or (D) a reclassification or change of such Fund Interest which results in a transfer of or an irrevocable commitment to transfer all such Fund Interests outstanding to another entity or person, or (E) a 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 Fund Interests of the relevant Fund, which results in a transfer of or an irrevocable commitment to transfer all such Fund Interests (other than those Fund Interests owned or controlled by such other entity or person);
- (n) **Hedging Disruption:** any of the following:
 - (i) the Determination Agent reasonably determines that the Issuer or any Affiliate (a "Hedging Party") is unable (including without limitation by reason of illegality), or that it is impracticable for a Hedging Party, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) (each a "Relevant Hedging Transaction") such Hedging Party deems necessary or appropriate to hedge its exposure to price variations of the Fund Interest (in the case of Single Fund Securities) or the Basket of Funds (in the case of Fund Basket Securities) inherent in its obligations, in the case of the Issuer, under the Securities or, in the case of an Affiliate, under any transaction pursuant to which it hedges the Issuer's exposure to the Fund Interest (in the case of Single Fund Securities) or the Basket of Funds (in the case of Fund Basket Securities) under the Securities, or

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- (ii) realise, recover or remit to any person the proceeds of such transaction or asset; and/or
- (ii) the Determination Agent reasonably determines that it has become illegal for any Hedging Party to hold, acquire or dispose of Fund Interests relating to the Securities; and/or
- (iii) the Determination Agent reasonably determines that the Issuer would incur an increased cost in respect of the Relevant Hedging Transactions related to the performance of its obligation under the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position); and/or
- (iv) the Determination Agent reasonably determines that any Hedging Party 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 Relevant Hedging Transaction, or (B) realise, recover or remit the proceeds of any such Relevant Hedging Transaction; unless any such materially increased amount is incurred solely due to the deterioration of the creditworthiness of the Hedging Party,
- (v) and such determinations by the Determination Agent may include, but are not limited to, the following: (A) any increased illiquidity in the market for the Fund Interest (in the case of Single Fund Securities) or the Basket of Funds (in the case of Fund Basket Securities) (as compared with circumstances existing on the Trade Date); or (B) a change in any applicable law (including, without limitation, any tax law) or the promulgation of, or change in, the interpretation of any court, tribunal or regulatory authority with competent jurisdiction of any applicable law (including any action taken by a taxing authority); or (C) the general unavailability of market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms;
- (o) **Fraud:** in respect of any Fund Interest and the related Fund, the Fund is the object of a material fraud which may, in the determination of the Determination Agent, have an adverse effect on the Fund or the value of Fund Interests; or any act or omission of a Fund Service Provider constitutes fraud (including, but not limited to, theft, misappropriation, mispricing of holdings or concealment of trades), bad faith, wilful misconduct or negligence, as determined by the Determination Agent in its reasonable discretion;
- (p) **Force Majeure Event:** in respect of any Fund Interest and the related Fund, any Fund Service Provider fails to perform any of its obligations pursuant to the Fund Documents to the extent that such performance is prevented, hindered or delayed by a Force Majeure Event, where "Force Majeure Event" means any event due to any cause beyond the reasonable control of the applicable Fund Service Provider, such as unavailability of communications system, failure of or interruptions in power supply or network computer systems, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection or war;
- (q) **Value Limitation:** the value of any Fund Interest held by the Issuer and its Affiliates is greater than 10 per cent. of the aggregate net asset value of the relevant Fund (whether or not all of such holding results from hedging transactions entered into in connection with the Securities) and including, where the excess holding results from a reduction in the aggregate net asset value of the relevant Fund;
- (r) **Delisting:** in respect of a Fund Interest, where there is or was intended to be an Exchange in respect of such Fund Interest that (A) such Exchange announces that pursuant to the rules of such Exchange, such Fund Interests cease (or will cease) being listed or publicly quoted on the Exchange for any reason and are not immediately re listed or re quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any Member State of the European Union), or (B) such Fund Interests are never so listed or quoted as intended and disclosed in the Fund Documents as at the Trade Date;

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- (s) **Fund Accounting Event:** in respect of a Fund Interest and the related Fund, any (i) change in the currency in which the Fund Interest's accounts are denominated; or (ii) material adverse change in the accounting treatment of the Fund which does or could affect a Hypothetical Investor and/or a Hedging Party and/or any actual or potential requirement to consolidate its accounts with any such entity;
- (t) **Fees or Charges Event:** in respect of a Fund (i) any charge of a transaction fee for subscription or redemption of Fund Interests; (ii) any imposition of any taxes or similar charges for subscription or redemption of Fund Interests (whether by the Fund or a Fund Adviser in respect of holders of Fund Interests generally or otherwise occurring in respect of any Hedging Party) and/or (iii) any material change in the applicable fee arrangement between a Fund Adviser and a Hedging Party (as compared with that arrangement as of the Trade Date), including the increase to the existing level of, or introduction of any new, fees, commissions or other expenses payable to any person, in each case as determined by the Determination Agent;
- (u) **Legal Action:** in respect of a Fund, litigation, dispute or legal proceedings against such Fund, or its investment adviser or any Fund Service Provider of such Fund that has a material adverse effect on the functioning, operations, inflows or outflows of such Fund;
- (v) **Cross-contamination:** in respect of a Fund, the occurrence of a cross-contamination or other failure to segregate effectively assets between different classes, series or sub-funds of such Fund; and/or
- (w) **Additional Fund Event:** any other event(s) specified as Fund Events in the applicable Issue Terms;

"**Fund Event Notice**" has the meaning given to that term in Condition 13.4 (*Fund Events*);

"**Fund Interest**" means in respect of a Fund, a share, unit or other interest in respect of such Fund, as specified in the applicable Issue Terms;

"**Fund Interest Currency**" means, in respect of a Fund Interest, the currency in which such Fund Interest is denominated on the Trade Date as set out in the Fund Documents;

"**Fund Reporting Date**" means, in respect of a Fund Interest and a Fund Valuation Date, the date on which the Reported Fund Interest Value of such Fund Interest as determined as of such Fund Valuation Date is reported (as provided in the definition of Reported Fund Interest Value);

"**Fund Service Provider**" means, in respect of a Fund, any person who is appointed to provide services, directly or indirectly, to that Fund, whether or not specified in the Fund Documents or any successor acceptable to the Determination Agent, including without limitation any Fund Adviser, Fund Administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent;

"**Fund Valuation Date**" means, in respect of a Fund Interest, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) determines the value of such Fund Interest or, if the related Fund only reports its aggregate net asset value, the date as of which such Fund determines its aggregate net asset value;

"**Hedging Party**" has the meaning given in the definition of "Fund Event" above;

"**Hypothetical Investor**" means, in respect of a Fund Interest, a hypothetical investor in such Fund Interest deemed to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding, as of the Trade Date, an interest in the relevant Fund in an amount equal to the relevant number or relevant amount of such Fund Interest; (b) in the case of any deemed redemption of such Fund Interest, to have submitted to the relevant Fund on the relevant Redemption Notice Date, a duly completed notice requesting redemption of the relevant number of such Fund Interests; and (c) in the case of any deemed investment in such Fund Interest, to have submitted, on the Trade Date, a duly completed notice to the relevant Fund, requesting subscription to the relevant number of Fund Interests;

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"Observation Date" means each date specified as such in the applicable Issue Terms, provided that if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Observation Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Potential Adjustment Event" means, in respect of any Fund Interest, any of the following events in the determination of the Determination Agent:

- (i) a subdivision, consolidation or reclassification of the relevant amount of Fund Interest, or a free distribution or dividend of any such Fund Interest to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Fund Interest of (A) an additional amount of such Fund Interest, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund equally or proportionately with such payments to holders of such Fund Interest, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;
- (iii) an Extraordinary Dividend;
- (iv) a repurchase by the Fund of relevant Fund Interests whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Interests initiated by an investor in such Fund Interests; or
- (v) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Interests;

"Redemption Notice Date" means, in respect of a Fund Interest and a Reference Date or Averaging Date, the date specified as such in the applicable Issue Terms or, if no date is so specified, the last date on which a Hypothetical Investor in such Fund Interest would be permitted, pursuant to the Fund Documents of the related Fund, to submit a redemption notice that would be timely for a redemption as of the Scheduled Redemption Valuation Date for which the Scheduled Redemption Payment Date falls on or immediately prior to such Reference Date or Averaging Date;

"Redemption Proceeds" means, in respect of the relevant amount of any Fund Interest, the redemption proceeds that in the determination of the Determination Agent would be paid by the related Fund to a Hypothetical Investor who, as of the relevant Redemption Valuation Date, redeems such amount of Fund Interest (for the avoidance of doubt after deduction of any tax, levy, charge, assessment or fee of any nature that, in the determination of the Determination Agent, would (or would be very likely to) be withheld or deducted from such amount); **provided that** (a) any such proceeds that would be paid in property other than cash shall be deemed to have a value of zero and (b) if the Hypothetical Investor would be entitled to elect payment of such redemption proceeds to be made either in the form of cash or other property, then the Hypothetical Investor shall be deemed to have elected cash payment,;

"Redemption Valuation Date" means, in respect of a Fund Interest and any Scheduled Redemption Valuation Date, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) determines the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid notice for redemption on or before the related Redemption Notice Date;

"Reference Date" means, for the purposes of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*), each Valuation Date, Observation Date, Strike Date or Determination Date (as applicable) specified in the applicable Issue Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

"Reference Price" means, in respect of a Fund Interest and the Valuation Time on any Valuation Date or Averaging Date, either (a) where "Reported Net Asset Value" is specified in the applicable Final Terms for such Fund Interest, the Reported Net Asset Value of such Fund Interest for the related Fund

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Valuation Date falling on such Reference Date or Averaging Date, as the case may be; or (b) where "Redemption Proceeds" is specified in the applicable Issue Terms for such Fund Interest, an amount equal to the Redemption Proceeds relating to such Fund Interest that in the determination of the Determination Agent would be received by a Hypothetical Investor in such Fund Interest in respect of a redemption of Fund Interests to be effected as of the Scheduled Redemption Valuation Date relating to such Reference Date or Averaging Date, as the case may be;

"Removal Value" means, in respect of an Affected Fund Interest, the value calculated by the Determination Agent in the same manner as would be used in determining the Reference Price of Fund Interests in the related Fund, but assuming where the Reference Price is Redemption Proceeds that a valid notice requesting redemption of Fund Interests in such Fund has been submitted to such Fund on the Fund Business Day next following delivery of the relevant Fund Event Notice and, where the Removal Value is required to be converted into the Specified Currency or the currency of the Successor Fund Interest it shall be so converted by the Determination Agent at such time and by reference to such sources as it deems appropriate;

"Reported Net Asset Value" means, in respect of any Fund Interest and a Fund Reporting Date relating to such Fund Interest, the official net asset value per Fund Interest as of the related Fund Valuation Date or, if the related Fund reports only its aggregate net asset value, the portion of such Fund's aggregate net asset value relating to a Fund Interest as of the related Fund Valuation Date, in each case as reported on the Fund Reporting Date relating to such Fund Valuation Date by the Fund Service Provider that generally reports such value on behalf of the Fund to its investors or a publishing service;

"Scheduled Averaging Date" means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date;

"Scheduled Fund Valuation Date" means, in respect of a Fund Interest, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to its Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of such Fund Interest or, if the related Fund only reports its aggregate net asset value, the date as of which such Fund determines its aggregate net asset value;

"Scheduled Redemption Payment Date" means, in respect of a Fund Interest and any Scheduled Redemption Valuation Date, the date by which the related Fund is scheduled to have paid, according to its Fund Documents, all or a specified portion of the Redemption Proceeds to an investor that has submitted a timely and valid notice requesting redemption of such Fund Interest as of such Scheduled Redemption Valuation Date;

"Scheduled Redemption Valuation Date" means, in respect of a Fund Interest, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to its Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of such Fund Interest for the purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date; the Scheduled Redemption Valuation Date relating to any Reference Date or Averaging Date, as the case may be, shall be the date specified as such in the applicable Issue Terms or, if no such date is specified, the Scheduled Redemption Valuation Date for which the Scheduled Redemption Payment Date falls on or immediately prior to such Reference Date or Averaging Date, as the case may be;

"Scheduled Reference Date" means, for the purposes of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*), any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

"Strike Date" means such date as specified in the applicable Issue Terms, provided that if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Strike Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*);

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"**Valid Date**" means a Fund Business Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Reference Date does not or is not deemed to occur;

"**Valuation Date**" means each date specified as such, **provided that** if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*); and

"**Valuation Time**" means the time on or in respect of the Reference Date or Averaging Date at which the applicable Reference Price is scheduled to be determined in accordance with the Fund Documents.

14. PROVISIONS RELATING TO PREFERENCE SHARE-LINKED SECURITIES

This Condition 14 (Provisions relating to Preference Share-Linked Securities) is applicable only in relation to Securities specified in the applicable Issue Terms as being Preference Share-Linked Securities.

- 14.1 **Redemption of Preference Share-Linked Securities:** Unless previously redeemed or purchased and cancelled, each Preference Share Linked Security will be redeemed by the Issuer on the Maturity Date by payment of the Final Redemption Amount specified in the applicable Issue Terms, or determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms.
- 14.2 **Early Redemption for Taxation Reasons:** If the Preference Share-Linked Securities are redeemed pursuant to Condition 16.2 (*Tax Redemption – Morgan Stanley and MSFL Securities*) or 16.3 (*Tax Redemption – MSI plc, MSBV and MSESE Securities*) (as applicable), each Preference Share Linked Security shall be redeemed at the Early Preference Share Redemption Security Amount per Calculation Amount.
- 14.3 **Call Option:** If Call Option is specified in the applicable Issue Terms as being applicable the provisions of Condition 16.5 (*Redemption at the Option of the Issuer*) shall apply to the Preference Share-Linked Securities as if the words "in whole or, if so specified in the applicable Issue Terms, in part" in the second and third lines were replaced with the words "in whole (but not in part)".
- 14.4 **Early Redemption in respect of Preference Share-Linked Securities:** Upon the occurrence of an Early Redemption Event the Issuer shall, as soon as reasonably practicable following the occurrence of such Early Redemption Event, give notice to the Securityholders in accordance with Condition 29 (*Notices*) and will redeem all (but not some only) of the Preference Share-Linked Securities on the 10th Business Day following the date on which it is determined that an Early Redemption Event has occurred, each Preference Share Linked Security to be redeemed by payment of the Early Preference Share Redemption Security Amount.
- 14.5 **Extraordinary Events:** If in the determination of the Determination Agent an Extraordinary Event occurs the Issuer shall, as soon as reasonably practicable following the occurrence of such Extraordinary Event, give notice to the Securityholders in accordance with Condition 29 (*Notices*) and redeem all, but not some only, of the Preference Share-Linked Securities, each Preference Share Linked Security being redeemed at the Early Preference Share Redemption Security Amount on the 10th Business Day immediately following the date on which such determination is made by the Determination Agent.
- 14.6 **Additional Disruption Events:** If in the determination of the Determination Agent an Additional Disruption Event occurs the Issuer shall, as soon as reasonably practicable following the occurrence of such Additional Disruption Event, give notice to Securityholders in accordance with Condition 29 (*Notices*) and redeem all, but not some only, of the Preference Share-Linked Securities, each Preference Share Linked Security being redeemed at the Early Preference Share Redemption Security Amount on the 10th Business Day immediately following the date on which such determination is made by the Determination Agent.
- 14.7 **Payments – General Provisions:** Condition 17.9 (*Unavailability of Currency*) shall not apply to the Preference Share-Linked Securities.
- 14.8 **Definitions applicable to Preference Share-Linked Securities**

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"Additional Disruption Event" means, with respect to any Series of Preference Share-Linked Securities, such of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging as are applicable as specified in the applicable Issue Terms.

"Change in Law" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it has become illegal to hold, acquire or dispose of any Preference Share or (y) it will incur a materially increased cost in performing its obligations in relation to the Preference Share-Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Early Preference Share Redemption Security Amount" means, in respect of each Preference Share Linked Security, an amount in the Specified Currency per Calculation Amount calculated by the Determination Agent equal to:

$$\text{Calculation Amount} \times \text{Participation Rate} \times \frac{\text{Preference Share Value}_{\text{early}}}{\text{Preference Share Value}_{\text{initial}}}$$

"Early Redemption Event" means that the Issuer or any of its affiliates has received notice from the Preference Share Issuer that the Preference Shares are to be redeemed early.

"Early Redemption Valuation Date" means the second Business Day immediately preceding the date for early redemption of the Preference Share-Linked Securities.

"Extraordinary Event" means a Merger Event, a Nationalisation, a Tender Offer and/or an Insolvency or such other event specified as such in the applicable Issue Terms.

"Hedging Disruption" means that the Issuer 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) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Preference Share-Linked Securities, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

"Increased Cost of Hedging" means that the Issuer 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) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Preference Shares or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging.

"Initial Valuation Date" means the Issue Date or, if such day is not a Business Day, the next following Business Day.

"Insolvency" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting Preference Share Issuer (A) all the Preference Shares are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Preference Shares become legally prohibited from transferring them.

"Insolvency Filing" means that Preference Share Issuer 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 Preference Share Issuer shall not be deemed an Insolvency Filing.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Determination Agent.

"Merger Event" means any (A) reclassification or change of the Preference Shares that results in a transfer of or an irrevocable commitment to transfer all of such Preference Shares outstanding to another entity or person, (B) consolidation, amalgamation, merger or binding share exchange of Preference Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Preference 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 Preference Shares that results in a transfer of or an irrevocable commitment to transfer all such Preference Shares (other than such Preference Shares owned or controlled by such other entity or person), or (D) consolidation, amalgamation, merger or binding share exchange of Preference Share Issuer with or into another entity in which Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Preference Shares outstanding but results in the outstanding Preference Shares (other than Preference Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Preference Shares immediately following such event, in each case if the Merger Date is on or before the Maturity Date.

"Nationalisation" means that all the Preference Shares or all or substantially all the assets of Preference Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

"Participation Rate" means the percentage rate specified as such in the applicable Issue Terms.

"Preference Share Issuer" means the company specified as such in the applicable Issue Terms, or, if no such company is specified, means, in respect of any Preference Shares, the issuer of, or other legal arrangement (including, if applicable, any relevant class or series) giving rise to the relevant Preference Share.

"Preference Shares" means the preferences shares specified as such in the applicable Issue Terms.

"Preference Share Value" means, in respect of any day, the fair market value of the Preference Share at the Valuation Time on such day, as determined by the Determination Agent.

"Preference Share Value_{early}" means the Preference Share Value on the Early Redemption Valuation Date.

"Preference Share Value_{final}" means the Preference Share Value on the Final Valuation Date.

"Preference Share Value_{initial}" means the Preference Share Value on the Initial Valuation Date.

"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 10 per cent. and less than 100 per cent. of the outstanding voting shares of Preference Share Issuer as determined by the Determination Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Determination Agent deems relevant.

"Valuation Time" has the meaning given to it in the applicable Issue Terms or if not set out in the applicable Issue Terms, immediately following the time at which the final preference share redemption amount in respect of the Preference Shares is determined.

- 14.9 **Calculations and Determinations:** The Determination Agent will make the calculations and determinations as described in this Condition 14.9 (*Calculations and Determinations*) in such a manner as the Determination Agent determines is appropriate acting in good faith and in a commercially reasonable manner (having regard in each case to the criteria stipulated in the Conditions and the hedging arrangements in respect of the Preference Share-Linked Securities).

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Notwithstanding that certain calculations, determinations and adjustments in this Condition 14.9 (*Calculations and Determinations*) may be expressed to be on a certain date, the Determination Agent may make such calculations, determinations and adjustments in respect of that date on a date after that date determined by it in its reasonable discretion.

Pursuant to this Condition 14.9 (*Calculations and Determinations*) the Determination Agent has a number of discretions. These are necessary since in certain circumstances it is not reasonably practicable or otherwise not appropriate for certain valuations to be carried out in relation to relevant reference assets and in these circumstances the Determination Agent also may exercise certain discretions.

The provisions of the second paragraph of this Condition 14.9 (*Calculations and Determinations*) will not apply to the calculation of the Final Redemption Amount or Early Redemption Amount.

14.10 **Rounding:** Condition 32 (*Rounding*) shall not apply to the Preference Share-Linked Securities.

15. PROVISIONS RELATING TO FUTURES CONTRACT-LINKED SECURITIES

This Condition 15 (*Provisions Relating to Futures Contract-Linked Securities*) is applicable only in relation to Securities specified in the relevant Issue Terms as being Single Futures Contract-Linked Securities or Futures Contract Basket-Linked Securities.

15.1 Market Disruption, Reference Dates and Averaging Dates

- (a) If a Reference Date is not a Scheduled Trading Day, the relevant Reference Date shall be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the applicable Issue Terms, the next succeeding Common Scheduled Trading Day.
- (b) Subject to Condition 15.1(d) below, if any Scheduled Reference Date is a Disrupted Day, then:
 - (i) in the case of a Single Futures Contract-Linked Security, the relevant Reference Date shall be the earlier of (i) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (ii) the Reference Cut-Off Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day).
 - (ii) in the case of a Futures Contract Basket-Linked Security:
 - (A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the applicable Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:
 - (1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and
 - (2) the Reference Date for any Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Scheduled Trading Day).
 - (B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the applicable Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then the Reference Date for each Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day with respect to any Basket Component; and

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- (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).
- (C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the applicable Issue Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:
 - (1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and
 - (2) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an "**Affected Basket Component**") shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day or a Scheduled Trading Day).
- (iii) in the case of any Single Futures Contract-Linked Security or Futures Contract Basket-Linked Security (as the case may be), where a Reference Date falls on the relevant Reference Cut-Off Date pursuant to Condition 15.1(b)(ii), then:
 - (A) if such Reference Cut-Off Date is not a Disrupted Day for such Single Futures Contract-Linked Security or Futures Contract Basket-Linked Security (as the case may be), the Determination Agent shall determine the value of such Futures Contract as at the Determination Time on such Reference Cut-Off Date; or
 - (B) if such Reference Cut-Off Date is a Disrupted Day, in respect of Single Futures Contract-Linked Securities and Futures Contract Basket-Linked Securities, the Determination Agent shall determine its estimate of the value for such Futures Contract as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner.
- (c) Subject to Condition 15.1(d) below, if Averaging Dates are specified in the relevant Issue Terms as being applicable, then, notwithstanding any other provisions of these Conditions (other than Condition 15.1(d)), the following provisions will apply to the valuation of the relevant Futures Contract in relation to the relevant Reference Date:
 - (i) If, in respect of a Single Futures Contract-Linked Security, a Scheduled Averaging Date is determined by the Determination Agent to be a Disrupted Day, then if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is:
 - (A) "**Omission**", then such date will be deemed not to be a relevant Averaging Date in respect of such Reference Date for the purposes of determining the level, price, value or amount provided that, if through the operation of this provision no Averaging Date would occur with respect to the relevant Reference Date, then Condition 15.1(b) will apply for purposes of determining the level, price, value or amount on the final Averaging Date in respect of that Reference Date as if such final Averaging Date were a Reference Date that was a Disrupted Day;
 - (B) "**Postponement**", then Condition 15.1(b) above will apply for the purposes of determining the level, price, value or amount on that date as if such date were a Reference 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 for the relevant Securities; or
 - (C) "**Modified Postponement**", then the Averaging Date shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off

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Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date.

- (ii) If, in respect of a Futures Contract Basket-Linked Security, a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Basket Component, then:
 - (A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms:
 - (1) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Omission":
 - (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**"), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component;
 - (2) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Postponement":
 - (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component. Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 15.1(c)(ii)(A)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or
 - (3) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Modified Postponement":
 - (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date

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in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

- (B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Issue Terms:
- (1) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Omission", such date will be deemed not to be a relevant Averaging Date in respect of any Basket Component for the purposes of determining the level, price, value or amount provided that, if through the operation of this provision there would be no Averaging Date in respect of such Reference Date, then the sole Averaging Date for each Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day for any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day);
 - (2) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Postponement", then the Averaging Date shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 15.1(c)(ii)(B)(2) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or
 - (3) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Modified Postponement", then the Averaging Date for each Basket Component shall be the earlier of (I) the first Common Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;
- (C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms:
- (1) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Omission":
 - (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
 - (b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**"), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component

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- and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);
- (2) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Postponement":
- (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
- (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 15.1(c)(ii)(C)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or
- (3) if, in relation to "**Averaging Date Disruption**", the consequence specified in the relevant Issue Terms is "Modified Postponement":
- (a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and
- (b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an "**Affected Basket Component**") shall be the earlier of (I) the first Valid Date (that is a Scheduled Trading Day) following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date.
- (iii) If, in respect of any Single Futures Contract-Linked Security or Futures Contract Basket-Linked Security (as the case may be), an Averaging Date falls on the relevant Averaging Cut-Off Date pursuant to Condition 15.1(c)(ii):
- (A) if such Averaging Cut-Off Date is not a Disrupted Day for such Single Futures Contract-Linked Security or Futures Contract Basket-Linked Security (as the case may be), the Determination Agent shall determine the value of such Futures Contract as at the Determination Time on such Averaging Cut-Off Date; or
- (B) if such Averaging Cut-Off Date is a Disrupted Day in respect of Single Futures Contract-Linked Security or Futures Contract Basket-Linked Security (as the case may be), the Determination Agent shall determine its estimate of the value for such Futures Contract as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner.
- (iv) If any Averaging Dates in relation to a Reference Date occur after that Reference Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Interest Payment Date, Maturity Date or (ii) the occurrence of a Futures Contract Adjustment Event or an Additional Disruption

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Event shall be determined by reference to the last such Averaging Date as though it were that Reference Date.

- (d) If in respect of a Futures Contract and a Reference Date, a Scheduled Reference Date or Scheduled Averaging Date is specified to be the "Expiry Date" in the relevant Issue Terms and due to the Scheduled Reference Date or Scheduled Averaging Date (as the case may be) being a Disrupted Day (or for any other reason), the final settlement price has been announced and published on or prior to the Scheduled Reference Date or Scheduled Averaging Date (as the case may be), then the Reference Date or Averaging Date (as the case may be) for such Futures Contract shall fall on the Expiry Date and the provisions of Conditions 15.1(b) and (c) above shall not apply to such Futures Contract and Scheduled Reference Date or Scheduled Averaging Date (as the case may be).
- (e) If an event or circumstance that would otherwise constitute or give rise to a Disrupted Day also constitutes a Futures Contract Adjustment Event, the Determination Agent shall determine whether such event or circumstance shall be treated as a Disrupted Day or a Futures Contract Adjustment Event.

15.2 Administrator/Benchmark Event or Disappearance or Non-commencement of Futures Contract or Settlement Price

If the relevant Issue Terms specifies that the Benchmark Trigger Provisions are applicable and, on or prior to any Reference Date, (i) an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs or (ii) a Disappearance or Non-commencement of Futures Contract or Settlement Price occurs, in each case in respect of a relevant Futures Contract, then:

- (a) If the relevant Issue Terms specifies that the Benchmark Trigger Provisions are applicable and if an Alternative Pre-nominated Futures Contract has been specified in relation to such Futures Contract in the relevant Issue Terms, then:
 - (i) the Determination Agent shall attempt to determine an Adjustment Payment;
 - (ii) if the Determination Agent determines an Adjustment Payment,
 - (A) it shall notify the Issuer of the Adjustment Payment and if the Adjustment Payment is an amount that the Securityholder would (but for Condition 15.2(a)(ii)(C)(2)) be required to pay to the Issuer in respect of each Security, request the Issuer to notify the Determination Agent whether it intends to redeem the Securities pursuant to Condition 15.4(b) (*Redemption*). If the Issuer does not intend to redeem the Securities pursuant to Condition 15.4(b) (*Redemption*) then the following provisions of this Condition 15.2(a) (*Administrator/Benchmark Event or Disappearance or Non-commencement of Futures Contract or Settlement Price*) shall apply;
 - (B) the terms of the Securities shall be amended so that references to the Futures Contract are replaced by references to the Alternative Pre-nominated Futures Contract;
 - (C) the Conditions shall be adjusted to implement the Adjustment Payment as follows:
 - (1) if the Adjustment Payment is an amount that the Issuer is required to pay in respect of each Security, the Determination Agent shall adjust the Conditions to provide for the payment of the Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding Interest Payment Date, on the Maturity Date or other date when the Securities are redeemed in full; or
 - (2) if the Adjustment Payment is an amount that the Securityholder would (but for this Condition 15.2(a)(ii)(C)(2)) be required to pay to the Issuer in respect of each Security, the Determination Agent shall adjust the Conditions to provide for the reduction of the amounts due

by the Issuer until the aggregate amount of such reductions is equal to the Adjustment Payment, (subject, in the determination of the Determination Agent, to any minimum redemption amount of the Securities which the Determination Agent determines is required pursuant to any applicable law or regulation (including, without limitation, any tax law) and the rules of each listing authority, stock exchange and/or quotation system by which the Securities have then been admitted to listing, trading and/or quotation);

- (D) the Determination Agent shall, acting in good faith and a commercially reasonable manner, make such other adjustments to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Futures Contract with the Alternative Pre-nominated Futures Contract and/or to preserve as nearly as practicable the economic equivalence of the Securities before and after the replacement of the Futures Contract with the Alternative Pre-nominated Futures Contract; and
 - (E) the Determination Agent shall notify the Issuer, the Fiscal Agent and the Securityholders of any the replacement of the Futures Contract by the Alternative Pre-nominated Futures Contract, the Adjustment Payment and any other adjustments to the Conditions, giving summary details of the adjustment(s), provided that any failure to give such notice shall not affect the validity of the foregoing.
- (iii) If the Determination Agent is unable to determine an Adjustment Payment then Condition 15.4(b) (*Redemption*) shall apply.
- (b) If the relevant Issue Terms does not specify that the Benchmark Trigger Provisions are applicable or, if the Pricing Supplement specifies that the Benchmark Trigger Provisions are applicable but does not specify an Alternative Pre-nominated Futures Contract in relation to the relevant Futures Contract, then Condition 15.4(b) (*Redemption*) shall apply.
- (c) If it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, in each case for the Issuer, the Determination Agent or the Calculation Agent to perform the actions prescribed in this Condition 15.2 (*Administrator/Benchmark Event or Disappearance or Non-commencement of Futures Contract or Settlement Price*) (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), then Condition 15.4(b) (*Redemption*) shall apply.

15.3 Futures Contract Adjustment Events

If so specified in the Issue Terms relating to any Series of Futures Contract-Linked Securities, the following shall constitute "**Futures Contract Adjustment Events**" for the purposes of such Series:

- (a) "**Price Source Disruption**", which means (i) the failure of the Futures Contract Sponsor to announce or publish the Settlement Price (or the information necessary for determining the Settlement Price) or (ii) the failure by the relevant Exchange to publish the Settlement Price.
- (b) "**Trading Restriction**", which means the material suspension of, or the material limitation imposed on, trading in (i) the Futures Contract on the Exchange or (ii) any relevant Futures Contract Underlier(s).
- (c) "**Disappearance or Non-commencement of Futures Contract or Settlement Price**", which means (i) the permanent discontinuation of the Futures Contract or of trading in the relevant Futures Contract on the relevant Exchange or (ii) the disappearance or permanent discontinuance or unavailability of a Settlement Price or (iii) trading in the relevant Futures Contract never commenced and, in any such case, no Successor Futures Contract exists provided that the scheduled expiry of a Futures Contract in accordance with the relevant contract

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specifications shall not constitute the Disappearance or Non-commencement of Futures Contract or Settlement Price.

- (d) **"Material Change in Formula"**, which means the occurrence since the Trade Date of a material change or modification in the formula for or method of calculating the settlement price or other price of the relevant Futures Contract.
- (e) **"Material Change in Content"**, which means the occurrence since the Trade Date of a material change or modification in the content, composition or constitution of the relevant Futures Contract.
- (f) **"Tax Disruption"**, which means the imposition of, change in or removal of an excise, severance, sales, use, value added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Futures Contract (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the level, price, value or amount on the day that would otherwise be a Reference Date from what it would have been without that imposition, change or removal.
- (g) **"Change of Exchange"**, which means that the Futures Contract is no longer negotiated on the Exchange and/or under a market-standard format as of the Trade Date but is negotiated on an exchange and/or under a format that is not acceptable to the Determination Agent.
- (h) **"Illiquidity Event"**, which means that in the determination of the Determination Agent, the liquidity of the Futures Contract has decreased significantly since the Trade Date, such decrease of liquidity being likely to have a material impact on any hedging arrangements of the Issuer and/or any of its Affiliates in connection with the Securities.

15.4 Adjustments for Futures Contract Adjustment Events

(a) *Adjustment:*

If a Futures Contract Adjustment Event which is a Price Source Disruption, a Trading Disruption, a Material Change in Formula, a Material Change in Content, a Tax Disruption, a Change of Exchange or an Illiquidity Event occurs, the Determination Agent shall determine if such Futures Contract Adjustment Event has a material effect on the Securities and, if so, subject to Condition 15.4(b) (*Redemption*), shall, acting in good faith and a commercially reasonable manner:

- (i) make such adjustments to the Conditions and/or the relevant Issue Terms as the Determination Agent determines necessary or appropriate to account for the effect of such Futures Contract Adjustment Event and determine the effective date of each such adjustment; and/or
- (ii) substitute such Futures Contract with a new Futures Contract selected by the Determination Agent (which shall be a replacement futures contract using, in the determination of the Determination Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the Futures Contract or a replacement futures contract selected by the Determination Agent in accordance with any other criteria specified in the relevant Issue Terms) and make such adjustments (if any) to the Conditions and/or the relevant Issue Terms as it deems necessary or appropriate in relation to such substitution. Such new futures contract shall be deemed to be a Futures Contract in place of the Futures Contract the subject of the Futures Contract Adjustment Event.

The Fiscal Agent shall provide notice to the Securityholders of any such adjustment in accordance with Condition 29.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

If the Determination Agent determines that no calculation, adjustment and/or substitution can reasonably be made pursuant to the above, Condition 15.4(b) (*Redemption*) shall apply.

(b) *Redemption:*

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If either:

- (i) a Futures Contract Adjustment Event which is a Disappearance of or Non-commencement Futures Contract or Settlement Price occurs or an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs and:
 - (A) the Issue Terms do not specify that the Benchmark Trigger Provisions are applicable;
 - (B) the Issue Terms specify that the Benchmark Trigger Provisions are applicable but does not specify an Alternative Pre-nominated Futures Contract;
 - (C) the Issue Terms specify that the Benchmark Trigger Provisions are applicable and specifies an Alternative Pre-nominated Futures Contract but the Determination Agent is unable to determine the Adjustment Payment;
 - (D) the Issue Terms specify that the Benchmark Trigger Provisions are applicable and specifies an Alternative Pre-nominated Futures Contract and the Determination Agent determines that the Adjustment Payment would be an amount that the Securityholder would (but for Condition 15.2(a)(ii)(C)(2)) be required to pay to the Issuer in respect of each Security; or
 - (E) it (a) would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, in each case for the Determination Agent to calculate the level, price, value or amount in accordance with Condition 15.4(a) (*Adjustment*); or
- (ii) any Futures Contract Adjustment Event (other than a Disappearance or Non-commencement of Futures Contract or Settlement Price) occurs and the Determination Agent determines that no calculation, adjustment and/or substitution can reasonably be made pursuant to Condition 15.4(a) (*Adjustment*),

then the Issuer may, at any time thereafter and in its reasonable discretion, determine that the Securities shall be redeemed as of any later date. If the Issuer so determines that the Securities shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Securityholders to redeem the Securities and upon redemption the Issuer will pay in respect of each Security an amount equal to either:

- (x) if "Early Redemption Amount (Futures Contract Adjustment Event – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (y) if "Early Redemption Amount (Futures Contract Adjustment Event – Fair Market Value)" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security) as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount.

If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent considers appropriate, if any, to any variable relevant to the redemption, settlement or payment terms of the relevant Securities and/or any other adjustment, which

change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Securityholders of any such change or adjustment, giving summary details of the relevant change or adjustment in accordance with Condition 29.8 (*Notices*) provided that any failure to give such notice shall not affect the validity of any such change or adjustment.

15.5 Correction of Futures Contract Prices:

If any settlement price announced by the Futures Contract Sponsor or published by the Exchange and which is utilised by the Determination Agent for any calculation or determination (the "**Original Determination**") under the Securities is subsequently corrected and the correction (the "**Corrected Value**") is published by the Futures Contract Sponsor by such time (the "**Correction Cut Off Time**") as may be specified in the relevant Issue Terms (or, if none is so specified, at least 3 Business Days prior to the relevant Interest Payment Date, Maturity Date or any early redemption date of the Futures Contract-Linked Securities), then the Determination Agent will notify the Issuer and the Fiscal Agent of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the "**Replacement Determination**") using the Corrected Value. If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary and practicable, the Determination Agent may adjust any relevant terms accordingly.

In the event there is any discrepancy between any settlement price published or announced by the Futures Contract Sponsor and the Exchange any which is used by the Determination Agent for any calculation or determination under the Securities and that is not otherwise corrected pursuant to this Condition 15.5, the settlement price selected by the Determination Agent acting in good faith and a commercially reasonable manner shall prevail for the relevant day.

15.6 Additional Disruption Events:

- (a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Securities shall continue or shall be redeemed early.
- (b) If the Issuer determines that the relevant Securities shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula for the Final Redemption Amount, any Interest Amount and/or the level, price, value or amount set out in the relevant Issue Terms, the number of Futures Contracts to which each Security relates, the number of Futures Contracts comprised in a Basket of Futures Contracts, the amount, the number of or type of shares, futures contracts or other securities which may be delivered under such Securities and, in any case, any other variable relevant to the redemption, settlement, or payment terms of the relevant Securities and/or any other adjustment (including without limitation, in relation to Futures Contract Basket-Linked Securities, the cancellation of terms applicable in respect of any Futures Contracts affected by the relevant Additional Disruption Event), to account for the economic effect on the Securities of such Additional Disruption Event, which change or adjustment shall be effective on such date as the Determination Agent shall determine.
- (c) If the Issuer determines that the relevant Securities shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Securities and the Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of an amount equal to either:
 - (i) if "Early Redemption Amount (Additional Disruption Event – Fair Market Value Less Costs" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
 - (ii) if "Early Redemption Amount (Additional Disruption Event – Fair Market Value" is specified in the Issue Terms, the fair market value of such Security (including, if applicable, any accrued

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but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.

(e) For the purposes hereof:

"Additional Disruption Event" means with respect to any Series of Futures Contract-Linked Securities any or all of a Change in Law, a Hedging Disruption, an Increased Cost of Hedging and an Increased Regulatory Capital, as have been specified in the relevant Issue Terms as an applicable Additional Disruption Event with respect to such Securities.

15.7 Definitions applicable to Futures Contract-Linked Securities:

In relation to Futures Contract-Linked Securities, the following expressions have the meanings set out below:

"Adjustment Payment" means, in respect of any Security, the payment (if any) determined by the Determination Agent as is required in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of a Futures Contract by the Alternative Pre-nominated Futures Contract. The Determination Agent may determine that the Adjustment Payment is zero;

"Alternative Pre-nominated Futures Contract" means, in respect of a Futures Contract, the first of the indices, benchmarks or other price sources specified in the relevant Issue Terms as an "Alternative Pre-nominated Futures Contract" that is not subject to an Administrator/Benchmark Event;

"Averaging Cut-Off Date" means, in the case where Securities relate to a Futures Contract or Basket of Futures Contracts and in respect of a Scheduled Averaging Date for the purposes of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) the date falling the Specified Number of Scheduled Trading Days or the Specified Number of Common Scheduled Trading Days (as the case may be) following the Scheduled Averaging Date, or if no such number is specified:

(a) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Futures Contracts is specified to be applicable in the Pricing Supplement, the eighth Common Scheduled Trading Day following such Scheduled Averaging Date; or

(b) in any other case, the eighth Scheduled Trading Day following such Scheduled Averaging Date;

"Averaging Date" means, in respect of each Reference Date, either:

(a) in the case of (i) a Single Futures Contract-Linked Security or (ii) a Futures Contract Basket-Linked Security where the relevant Issue Terms provides that "Individual Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the relevant Issue Terms, or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day for such (or the relevant) Futures Contract or Basket Component (as the case may be); or

(b) in the case of a Futures Contract Basket-Linked Security, where the relevant Issue Terms provides that either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the relevant Issue Terms, or if any such date is not a Common Scheduled Trading Day, the next following Common Scheduled Trading Day for such Basket of Futures Contracts,

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provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Basket" means in relation to any Futures Contract Basket-Linked Securities, the Futures Contracts specified in the relevant Issue Terms as comprising the Basket, in each case in the relative proportions specified in such Pricing Supplement;

"Basket Component" means, in relation to a particular Series of Futures Contract Basket-Linked Securities, each Futures Contract comprised in the relevant Basket of Futures Contracts;

"Basket of Futures Contracts" means, in relation to a particular Series, a basket comprising the Futures Contracts specified in the relevant Issue Terms in the relative proportions specified in such Pricing Supplement;

"Change in Law" means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines that (x) it has become illegal to hold, acquire or dispose of any relevant Futures Contracts, or (y) it will incur a materially increased cost in performing its obligations with respect to the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

"Common Scheduled Trading Day" means, in respect of a Futures Contract Basket-Linked Security, each day which is a Scheduled Trading Day for all the Basket Components;

"Common Valid Date" means, in respect of a Futures Contract Basket-Linked Security, a Common Scheduled Trading Day that is not a Disrupted Day for any Basket Component and on which another Averaging Date does not or is deemed not to occur;

"Determination Date" means, in relation to any determination, each date specified as such in the relevant Issue Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Determination Time" means, in respect of a Futures Contract, the time at which the Settlement Price is announced or published (or, in the case of a Disrupted Day, scheduled to be announced or published in accordance with the terms of such Futures Contract);

"Disrupted Day" means any Scheduled Trading Day on which a Market Disruption Event has occurred or is continuing;

"Exchange" means, in respect of a Futures Contract relating to Single Futures Contract-Linked Securities or Futures Contract Basket-Linked Securities, each exchange or quotation system specified as such for such Futures Contract in the relevant Issue Terms or, if none is specified, the principal exchange or quotation system for trading in such Futures Contract, as determined by the Determination Agent, and (without prejudice to a Futures Contract Adjustment Event that is a Change of Exchange) any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Futures Contract has temporarily relocated, provided that the Determination Agent has determined that there is comparable liquidity relative to such Futures Contract on such temporary substitute exchange or quotation system as on the original Exchange;

"Exchange Disruption" means the Exchange fails to open for trading during any regular trading session that the Determination Agent considers material to the determination of the applicable Settlement Price for the relevant Futures Contract or any other event occurs that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general (i) to effect transactions in, comply with clearing obligations or obtain market values for, the Futures Contract on the Exchange, or (ii) to effect transactions in, comply with clearing obligations or obtain market values for, the Futures Contract Underlier(s), and in each case the Determination Agent determines that such event is material in relation to the Securities;

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"Expiry Date" means, in respect of a Futures Contract and each day that is a Reference Date or an Averaging Date, the expiry date of such Futures Contract on which the Futures Contract Sponsor announces, and the Exchange publishes, the "final settlement price" of such Futures Contract;

"Failure to Announce or Publish" means (a) the failure by the relevant Futures Contract Sponsor to announce or publish the Settlement Price; or (b) the failure by the relevant Exchange to publish the Settlement Price provided that, if either of (a) or (b) occurs and the Determination Agent determines that the failure of the other announcement or publication to occur is not material for the purposes of the Securities, then such circumstances shall not constitute a Failure to Announce or Publish;

"Futures Contract" means any futures contract specified in the relevant Issue Terms as a Futures Contract;

"Futures Contract Sponsor" means, in respect of a Futures Contract, the corporation or other entity which (a) is responsible for setting and reviewing the contract specifications, rules and procedures and methods of calculations and adjustments, if any, related to such Futures Contract; and (b) announces (directly or through an agent) the settlement price of such Futures Contract on a regular basis;

"Futures Contract Underlier(s)" means, in respect of a Futures Contract, the or each index, rate, asset or reference item underlying such Futures Contract as specified in the relevant Issue Terms;

"Hedging Disruption" means that the Issuer 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) it deems necessary to hedge the risk of entering into and performing its obligations under the Securities, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

"Increased Cost of Hedging" means that the Issuer 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) it deems necessary to hedge the risk of entering into 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) provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an Increased Cost of Hedging;

"Increased Regulatory Capital" means there would be a material increase (as compared with circumstances existing on the Trade Date) in the amount or cost of regulatory capital that would have to be maintained by the Issuer any/or any Affiliate in relation to the Securities and/or any related hedging arrangements, as determined by the Determination Agent;

"Market Disruption Event" means in respect of a Futures Contract, the occurrence or existence of (i) a Failure to Announce or Publish, (ii) a Trading Disruption, or (iii) an Exchange Disruption;

"Observation Date" means each date specified as such in the relevant Issue Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Observation Date shall be determined in accordance with the provisions of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Reference Cut-Off Date" means, in the case where Securities relate to a Futures Contract or a Basket of Futures Contracts and in respect of a Scheduled Reference Date for the purposes of Condition 15.1(b) (*Market Disruption, Reference Dates and Averaging Dates*), the date falling the Specified Number of Scheduled Trading Days or the Specified Number of Common Scheduled Trading Days (as the case may be) following the Scheduled Reference Date, or if no such number is specified:

- (a) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Futures Contracts is specified to be applicable in the Issue Terms, the eighth Common Scheduled Trading Day following such Scheduled Reference Date; or
- (b) in any other case, the eighth Scheduled Trading Day, or, in respect of a Basket of Futures Contract, the eighth Scheduled Trading Day for the Affected Basket Component, following such Scheduled Reference Date;

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"Reference Date" means, for the purposes of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*), each Valuation Date, Observation Date, Strike Date or Determination Date (as applicable) specified in the relevant Issue Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

"Relevant Futures Contract Benchmark" means the Futures Contract or the Futures Underlier;

"Scheduled Averaging Date" means an original date (following any adjustment (if applicable) pursuant to paragraph (a) or (b) of the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been a Reference Date;

"Scheduled Closing Time" means in respect of an Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of regular trading session hours;

"Scheduled Reference Date" means, for the purposes of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*), any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

"Scheduled Trading Day" means any day on which each Exchange is scheduled to be open for trading for their respective regular trading sessions notwithstanding that any such Exchange may close prior to its Scheduled Closing Time;

"Settlement Price" means, in respect of a Futures Contract and any day, the official "daily settlement price" or "final settlement price" on such day (in each case, however defined in the contract specifications of such Futures Contract or the relevant Exchange);

"Specified Number of Scheduled Trading Days" means the number specified as such in the relevant Issue Terms;

"Specified Number of Common Scheduled Trading Days" means the number specified as such in the relevant Issue Terms;

"Strike Date" means each date specified as such in the relevant Issue Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Strike Date shall be determined in accordance with the provisions of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*);

"Successor Futures Contract" means, in respect of a Futures Contract, a successor futures contract using, in the determination of the Determination Agent, the same or a substantially similar formula for or method of calculation as used in the calculation of such Futures Contract;

"Trading Disruption" means any suspension of or limitation imposed on trading by the Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or otherwise relating to the Futures Contract on the Exchange, which the Determination Agent determines to be material in relation to the Securities;

"Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the Reference Date does not, or is not deemed to, occur; and

"Valuation Date" means each date specified as such in the relevant Issue Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*).

16. REDEMPTION AND PURCHASE

- 16.1 **Scheduled Redemption.** Unless previously redeemed or cancelled, and unless otherwise specified in the Conditions, (i) Cash Settlement Securities will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 17 (*Payments - Registered Securities*) or Condition 18 (*Payments - Uncertificated Securities*) and (ii) Physical Settlement Securities shall be

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redeemed by delivery of the Physical Delivery Amount on the Physical Settlement Date, subject as provided in Condition 20 (*Physical Settlement*), in each case in accordance with the Conditions (including such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms). For Certificates admitted to trading on EuroTLX Cert-X Segment and SeDeX, notwithstanding any other provision of the Conditions, such Certificates shall be deemed to be automatically exercised on the Expiry Date (*Data di Scadenza*) specified in the applicable Issue Terms (the "**Expiry Date**"). The minimum number of Certificates that may be exercised in respect of a holder is one (1) Certificate or multiples in excess thereof.

- 16.2 **Tax Redemption – Morgan Stanley and MSFL Securities.** Securities issued by Morgan Stanley or MSFL may be redeemed in whole (but not in part), at the option of the relevant Issuer at any time prior to maturity, upon the giving of a notice of redemption as described below in Condition 29 (*Notices*) not less than 10 Business Days prior to the date on which the Securities are to be redeemed, if the relevant Issuer determines, in its reasonable discretion, that, as a result of:

- (a) any change in or amendment to the laws, or any regulations or rulings promulgated under the laws, of the United States or of any political subdivision or taxing authority of or in the United States affecting taxation; or
- (b) any change in official position regarding the application or interpretation of the laws, regulations or rulings referred to above;

which change or amendment becomes effective on or after the date of the applicable Issue Terms in connection with the issuance of the Securities, it or the Guarantor (if applicable) is or will become obligated to pay Additional Amounts with respect to the Securities as described in Condition 21 (*Taxation*). The Securities will be redeemed at (i) the Early Redemption Amount (Tax) (except when the Securities are Preference Share-Linked Securities, which will be redeemed at the Early Preference Share Redemption Security Amount as specified in Condition 14.2 (*Early Redemption for Taxation Reasons*)) or (ii) if a formula is specified in the applicable Issue Terms for the calculation of such early redemption amount, an amount calculated in accordance with such formula.

- 16.3 **Tax Redemption – MSI plc, MSBV and MSESE Securities.** MSI plc Securities, MSBV Securities and MSESE Securities may be redeemed in whole (but not in part), at the option of the relevant Issuer at any time prior to maturity, upon the giving of a notice of redemption as described below not less than 10 Business Days prior to the date on which the Securities are to be redeemed, if the Issuer determines, in its reasonable discretion, that it or the Guarantor is or will become required by law to make any withholding or deduction with respect to the Securities. The Securities will be redeemed at (i) the Early Redemption Amount (Tax) (except when the Securities are Preference Share-Linked Securities, which will be redeemed at the Early Preference Share Redemption Security Amount as specified in Condition 14.2 (*Early Redemption for Taxation Reasons*)); or (ii) if a formula is specified in the applicable Issue Terms for the calculation of such early redemption amount, an amount calculated in accordance with such formula. The Issuer will give notice of any tax redemption in accordance with Condition 29 (*Notices*).

- 16.4 Prior to the relevant Issuer giving notice of redemption under Condition 16.2 (*Tax Redemption – Morgan Stanley and MSFL Securities*) or 16.3 (*Tax Redemption – MSI plc, MSBV and MSESE Securities*), it will deliver to the Fiscal Agent:

- (a) a certificate stating that it is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to its right to so redeem have occurred (the date on which that certificate is delivered to the Fiscal Agent is the "**Redemption Determination Date**"); and
- (b) an opinion of independent legal counsel of recognised standing to that effect based on the statement of facts.

Notice of redemption will be given not less than 10 Business Days prior to the date fixed for redemption. The date and the applicable redemption price will be specified in the notice.

- 16.5 **Redemption at the Option of the Issuer.** Subject to Condition 16.6 (*Model-based Redemption*), if the Call Option is specified in the applicable Issue Terms as being applicable, at any time after a Call Option Date: (i) in the case of Notes, the Securities may be redeemed at the option of the Issuer in whole or, if so specified in the applicable Issue Terms, in part and (ii) in the case of Certificates, all, or a number, if so specified in the applicable Issue Terms, of the Securities may be redeemed at the option of the Issuer, on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than the number of days' notice equal to the Minimum Notice Number of Day(s) nor more than the number of days' notice equal to the Maximum Notice Number of Day(s) to the Securityholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Securities specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call)) and, in the case of Uncertificated Securities, not less than 45 days' notice to the Euroclear Registrar.
- 16.6 **Model-based Redemption.** Notwithstanding anything to the contrary in Condition 16.5 (*Redemption at the Option of the Issuer*), if Model-based Redemption is specified in the applicable Issue Terms as being applicable, the Securities shall be redeemed by the Issuer in whole, but not in part, on any Model-based Redemption Date (Call) at the relevant Model-based Redemption Amount (Call) if, and only if, the output of the proprietary valuation model described below (the "**Valuation Model**") indicates, in the Determination Agent's reasonable opinion, that it would be economically more rational for the Issuer to redeem the Securities than not, as specified in Condition 16.6.2 (*Model-based Redemption*). The Model-based Redemption Amount (Call) will be specified in the relevant Issue Terms and will be at least equal to Par, unless otherwise specified in the Issue Terms. The redemption of the Securities will be without prejudice to the rights of Securityholders to receive any other payment accrued at the Model-based Redemption Date (Call) based on the terms of the Securities.

16.6.1 *Valuation Model*

The Valuation Model is a Morgan Stanley Group proprietary valuation model. The inputs of the Valuation Model are market data relevant for determining the amount payable by the Issuer under the terms of the Securities, in particular:

- reference market levels and volatilities for the relevant underlying assets, including forward looking predictions of their curves;
- valuations of the correlation of the underlying assets; and
- any relevant currency exchange rate.

The Valuation Model also utilises, as a fixed parameter, the credit spread of the Issuer (and the Guarantor, if applicable) taken at the Trade Date. The model is a quantitative model and is subject to internal approvals, controls and verifications to ensure it performs the relevant calculations systematically. No discretionary amendments can be made to the methodology of the Valuation Model.

On any given day, the Valuation Model calculates the financial opportunity cost for the Issuer to redeem the Securities on the relevant Model-based Redemption Date (Call).

16.6.2 *Model-based Redemption*

The Securities will be redeemed, in whole but not in part, on a Model-based Redemption Date (Call) if the output of the Valuation Model determined by the Determination Agent at any time on a day that is no earlier than three (3) Business Days before and no later than a Model-based Redemption Determination Cut-off Date (Call) (any such date a "**Model-based Redemption Determination Date (Call)**") indicates, in the Determination Agent's reasonable opinion, that redeeming the Securities would be economically more rational for the Issuer than not redeeming the Securities. If so, the Issuer will notify Securityholders on the "**Model-based Redemption Notice Date (Call)**" which will not be less than five (5) Business Days' prior to the Model-based Redemption Date (Call) and Securityholders will be entitled to receive the Model-based Redemption Amount (Call).

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An early redemption of the Securities will not automatically occur based solely on the performance of the underlying assets.

16.6.3 *Use of discretion*

The Determination Agent maintains discretion, which shall be exercised in good faith, in the interpretation of the outputs of the Valuation Model and on the date and time when such outputs are observed (provided that such date and time shall be no earlier than three (3) Business Days before and no later than a Model-based Redemption Determination Cut-off Date (Call)), and therefore maintains discretion with respect to the final decision to redeem the Securities

16.7 **Partial Redemption**

- (a) In the case of English Law Securities, if the Securities are to be redeemed in part only on any date in accordance with Condition 16.5 (*Redemption at the Option of the Issuer*), the Securities to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, acting in good faith and a commercially reasonable manner, subject to compliance with applicable law and the rules of each listing authority, stock exchange and/or quotation system by which the Securities have then been admitted to listing, trading and/or quotation, and:
- (i) in respect of a partial redemption of English Law Securities (other than Nordic Securities or Uncertificated Securities), the notice to Securityholders referred to in Condition 16.5 (*Redemption at the Option of the Issuer*) shall specify the serial numbers of the Securities so to be redeemed;
 - (ii) in respect of a partial redemption of Nordic Securities, the notice to Securityholders referred to in Condition 16.5 (*Redemption at the Option of the Issuer*) shall also specify the Nordic Securities or, in the case of Notes, amounts of the Nordic Securities to be redeemed and the Record Date in respect of the relevant Nordic Securities and the procedures for partial redemption laid down in the then applicable NCSD Rules will be observed; and
 - (iii) in respect of a partial redemption of Uncertificated Securities, the notice to Securityholders referred to in Condition 16.8 (*Redemption at the Option of Securityholders*) below shall also specify any procedures for partial redemption laid out in the then applicable Regulations; and
- (b) In the case of French Law Securities, if the Securities are to be redeemed in part only on any date in accordance with Condition 16.5 (*Redemption at the Option of the Issuer*), the redemption will be effected by reducing the nominal amount of all such Securities in a Series in proportion to the aggregate nominal amount redeemed by application of a pool factor. The notice to Securityholders referred to in Condition 16.5 (*Redemption at the Option of the Issuer*) shall also specify the amounts of the French Law Securities to be redeemed.

- 16.8 **Redemption at the Option of Securityholders.** If the Put Option is specified in the applicable Issue Terms as being applicable, the Issuer shall, at the option of the holder of any Security redeem such Security on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put), together with interest (if any) accrued to such date, provided that such Optional Redemption Date (Put) shall be, as specified in the applicable Issue Terms, either (i) a date which is on or after the Put Option Exercise Date or (ii) a date which is in the Put Option Exercise Period.

- (a) In order to exercise the option contained in this Condition 16.8 (*Redemption at the Option of Securityholders*) the holder of a Security (other than an Uncertificated Security) must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit such Security (together with all unmatured Coupons relating thereto) with the Registrar (in the case of English Law Securities) or with any Paying Agent (in the case of French Law Securities) at its specified office, together with a duly completed Put Option Notice in the form obtainable from any Paying Agent and (in the case of French Law Securities) transfer, or cause to be transferred, the Securities to be redeemed to the account of the Paying Agent specified in the Put Notice. In the case of English Law Securities, the Paying Agent with which a Security is

so deposited shall deliver a duly completed Put Option Receipt to the depositing Securityholder. In respect of Nordic Securities, the Put Notice shall not take effect against the Issuer before the date on which the relevant Nordic Securities have been transferred to the account designated by the Nordic Issuing Agent and blocked for further transfer by the relevant Nordic Issuing Agent. No Security, once deposited with a duly completed Put Option Notice in accordance with this Condition 16.8 (*Redemption at the Option of Securityholders*), may be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), any such Security becomes immediately due and payable or, upon due presentation of any such Security Certificate on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Securityholder at such address as may have been given by such Securityholder in the relevant Put Option Notice and shall hold such Security at its Specified Office for collection by the depositing Securityholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Security is held by a Paying Agent in accordance with this Condition 16.8 (*Redemption at the Option of Securityholders*), the depositor of such Security and not such Paying Agent shall be deemed to be the holder of such Security for all purposes.

- (b) In order to exercise the option contained in this Condition 16.8 (*Redemption at the Option of Securityholders*) the holder of an Uncertificated Security must not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put) deposit with the Euroclear Registrar a duly completed Put Option Notice in the form obtainable from the Euroclear Registrar. The Euroclear Registrar with which a Put Option Notice is so deposited shall deliver a duly completed Put Option Receipt to the depositing Securityholder. Once deposited a duly completed Put Option Notice may not be withdrawn; **provided, however, that** if, prior to the relevant Optional Redemption Date (Put), the related Security becomes immediately due and payable or, upon the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the Euroclear Registrar shall mail notification thereof to the depositing Securityholder at such address as may have been given by such Securityholder in the relevant Put Option Notice and the relevant depositing Securityholder and not the Euroclear Registrar shall be deemed to be the holder of such Security for all purposes in such case.

Notwithstanding the foregoing, the right to require redemption of such Securities must be exercised in accordance with the rules and procedures of the Relevant Clearing System and if there is any inconsistency between the above and the rules and procedures of the Relevant Clearing System, the rules and procedures of the Relevant Clearing System shall prevail.

- 16.9 **Early Redemption of Zero Coupon Securities:** Notwithstanding anything contrary in the Conditions and/or the applicable Issue Terms, the Redemption Amount payable on redemption of a Zero Coupon Security at any time before the Maturity Date shall be an amount equal to the product of (a) the Calculation Amount of such Zero Coupon Security and (b) the percentage produced by the following formula:

- (a) if Compounded Zero Coupon Securities is specified as applicable in the applicable Issue Terms, the following formula:

$$\text{Zero Coupon Reference Price} \times (1 + \text{Accrual Yield})^n$$

- (b) if Linear Zero Coupon Securities is specified as applicable in the applicable Issue Terms, the following formula:

$$\text{Zero Coupon Reference Price} + \text{Zero Coupon Reference Price} \times n \times \text{Accrual Yield}$$

Where "n" means the number of years from (and including) the Issue Date (or such other date as may be specified in the applicable Issue Terms as the "Accrued Value Commencement Date") to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Zero Coupon Security becomes due and payable and the calculation shall be made on the basis of such Day Count Fraction as may be specified in the applicable Issue Terms or, if none is so specified, a Day Count Fraction of 30/360.

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16.10 **Purchase:** Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or any of their respective Affiliates may at any time purchase Securities in the open market or otherwise and at any price.

16.11 **Cancellation:** In the case of English Law Securities, all Securities so redeemed shall, and all Securities so purchased by Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or any of their respective Subsidiaries may, at the reasonable discretion of the relevant purchaser, be cancelled. All Securities so redeemed, and all Securities so purchased and cancelled, may not be reissued or resold. In the case of French Law Securities, all Securities so redeemed shall, and all Securities so purchased by the Issuer may, at the reasonable discretion of the relevant Issuer, be cancelled or retained in accordance with all applicable and regulations and in particular the laws and regulations of the jurisdiction of incorporation of the Issuer (*lex societatis*). All Securities so redeemed or purchased and that the Issuer has decided to cancel will be cancelled by transfer to an account in accordance with the rules and procedures of Euroclear France and, if so transferred, shall, together with all Securities redeemed by the relevant Issuer be cancelled forthwith (together with all rights relating to payment of interest and other amounts relating to such Securities). Any Securities so cancelled or, where applicable, transferred for cancellation may not be reissued or resold and the obligations of the relevant Issuer in respect of any such Securities shall be discharged.

16.12 **Automatic Early Redemption Event**

Capitalised terms not defined herein shall have the meanings given to them in (i) such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, or, if no such provisions are applicable, (ii) Condition 16.8 (*Redemption at the Option of Securityholders*).

If "**Automatic Early Redemption Event**" is specified as applicable in the Issue Terms, then, subject to such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms, unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Securities will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Early Redemption Amount payable by the Issuer on such date upon redemption of each Security shall be an amount in the Specified Currency specified in the applicable Issue Terms equal to the relevant Automatic Early Redemption Amount.

If "Autocall Override" is specified in the applicable Issue Terms, notwithstanding anything else in the Conditions, in the event that an Automatic Early Redemption Event occurs, the provisions of this Condition 16.12 (*Automatic Early Redemption Event*) shall prevail over the provisions of Condition 16.1 (*Scheduled Redemption*) such that (a) the Securities will be redeemed at the Automatic Early Redemption Amount per Security on the relevant Automatic Early Redemption Date as provided in this Condition 16.12 (*Automatic Early Redemption Event*) and (b) the Final Redemption Amount will not be paid on the Maturity Date and no redemption by delivery of the Physical Delivery Amount on the Physical Settlement Date will occur (as applicable).

16.13 **Definitions**

In these General Conditions:

"**Automatic Early Redemption Amount**" means (a) an amount in the Specified Currency determined in accordance with such provisions (if any) of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms or (b) if a formula is specified in the applicable Issue Terms for the calculation of such early redemption amount, an amount calculated in accordance with such formula, or, if no such provisions are applicable (c) an amount in the Specified Currency (if any) specified as such in the applicable Issue Terms or if none of (a), (b) or (c) applies, (d) an amount equal to the product of (i) the Specified Denomination (in the case of Notes) or Specified Unit Value (in the case of Certificates) of each Security and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date;

"**Automatic Early Redemption Date**" means each Scheduled Automatic Early Redemption Date, provided that if the applicable Issue Terms specify "Automatic Early Redemption Specified Day(s)" to be applicable and the Relevant Determination Date is adjusted in accordance with the Conditions, the Automatic Early Redemption Date shall instead be the day falling the number of Automatic Early

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Redemption Specified Day(s) after the (if applicable, last occurring) Relevant Determination Date, and no Securityholder shall be entitled to any interest or further payment in respect of such delay;

"Automatic Early Redemption Event" means, unless otherwise defined in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms (i) in case of a series of Equity-Linked Securities, Currency-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, that the Relevant Underlying Value is, (ii) in the case of a Series of Fixed Rate Securities which are Barrier Securities (each as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), Floating Rate Securities, Fixed to Floating Rate Securities, Floating to Fixed Rate Securities, Range Accrual Securities, Steeper Securities, Floored Floating Rate Securities, Capped Floating Rate Securities, Collared Floating Rate Securities, Fixed to Steeper Securities or Steeper to Fixed Securities (as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), the Cumulative Interest Amount is, in each case as of the Determination Time on any Automatic Early Redemption Valuation Date, (A) "greater than", (B) "greater than or equal to", (C) "less than", (D) "less than or equal to" or (E) "equal to" the Automatic Early Redemption Level, as specified in the Issue Terms;

"Automatic Early Redemption Level" means, (i) in relation to a Series of Equity-Linked Securities, Currency-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, and unless otherwise defined in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms the level of the Index, price of the ETF Interest or Share or Fund Interest, the Specified Rate, the Settlement Price or the relevant CMS Reference Rate, as applicable, specified as such in the applicable Issue Terms, subject to adjustment from time to time in accordance with the applicable provisions of these General Conditions, and (ii) in relation to a Series of Fixed Rate Securities which are Barrier Securities (each as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), Floating Rate Securities, Fixed to Floating Rate Securities, Floating to Fixed Rate Securities or Range Accrual Securities (as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), the value (which may be expressed as a value or percentage per Calculation Amount) specified as such in the applicable Issue Terms;

"Automatic Early Redemption Rate" means each rate specified as such in the applicable Issue Terms, which may be expressed in respect of an Automatic Early Redemption Date or an Automatic Early Redemption Determination Date;

"Automatic Early Redemption Specified Day(s)" means such number of Business Day(s), Clearing System Business Day(s) or calendar days as specified in the applicable Issue Terms;

"Automatic Early Redemption Valuation Date" means, (i) in relation to a Series of Fixed Rate Securities which are Barrier Securities (each as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), Floating Rate Securities, Range Accrual Securities, Steeper Securities, Floored Floating Rate Securities, Capped Floating Rate Securities, Collared Floating Rate Securities, Fixed to Steeper Securities or Steeper to Fixed Securities (as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), each date specified as such in the applicable Issue Terms, and (ii) in relation to a Series of Equity-Linked Securities, Currency-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, each date specified as such in the applicable Issue Terms, **provided that** (i) if such date is not a Scheduled Trading Day, the relevant Automatic Early Redemption Valuation Date shall (A) in the case of Currency-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day; or (D) in the case of Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms,

the next succeeding Common Scheduled Trading Day, and (ii) if, in the opinion of the Determination Agent, any such day is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Automatic Early Redemption Valuation Date were a Reference Date; or (y) in the case of Currency-Linked Securities, a day on which a Currency Disruption Event occurs or is continuing, the provisions of Condition 11.4 (*Currency Disruption Fallbacks*) shall apply *mutatis mutandis* as if such Automatic Early Redemption Valuation Date were a Valuation Date;

"Cumulative Interest Amount" means, in relation to a Series of Fixed Rate Securities which are Barrier Securities (each as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions), Floating Rate Securities, Range Accrual Securities, Steepener Securities, Floored Floating Rate Securities, Capped Floating Rate Securities, Collared Floating Rate Securities, Fixed to Steepener Securities or Steepener to Fixed Securities (as defined in Section 2 (*Additional Terms and Conditions: Interest and Redemption Terms*) of the Additional Terms and Conditions) and any Automatic Early Redemption Valuation Date, the sum, per Calculation Amount, as calculated by the Determination Agent, of (i) all Interest Amounts paid up to and including the Interest Payment Date preceding the relevant Automatic Early Redemption Valuation Date plus (ii) the Interest Amount due to be paid on the Interest Payment Date, if any, falling on the immediately succeeding Automatic Early Redemption Date;

"Maximum Notice Number of Day(s)" means the number of days specified in the Issue Terms;

"Minimum Notice Number of Day(s)" means the number of days specified in the Issue Terms; and

"Relevant Underlying Value" means the value of the Relevant Underlying as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) of the Additional Terms and Conditions are specified as being applicable in the applicable Issue Terms.

16.14 **Redemption Amounts – MOT and Euronext Access Milan**

Notwithstanding any other provision in the Conditions, in case of Notes listed on MOT and Euronext Access Milan, the amount payable to Securityholders upon a redemption of Notes prior to their scheduled maturity in accordance with the Conditions shall be at least equal to the principal amount of each such Note. The amount of principal can only be reduced or cancelled as part of a bankruptcy, insolvency or similar type of proceeding resulting in a restructuring of the debt obligations of the Issuer, or reorganisation of the Issuer.

17. **PAYMENTS - REGISTERED SECURITIES**

For the purposes of this Condition 17 (*Payments - Registered Securities*), references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to transfer of any Physical Delivery Amount(s). For the avoidance of doubt, this Condition 17 shall only apply in the case of English Law Securities.

17.1 **Principal:** Subject to Condition 17.3 (*Payments of Principal and Interest in CNY*), payments of principal shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a holder of a Registered Security to the Specified Office of the Fiscal Agent not later than the 15th day before the due date for any such payment, by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Security Certificates at the Specified Office of any Paying Agent.

17.2 **Interest:** Subject to Condition 17.3 (*Payments of Principal and Interest in CNY*), payments of interest shall be made by cheque drawn in the currency in which the payment is due drawn on, or, upon application by a holder of a Registered Security to the Specified Office of the Fiscal Agent not later than the 15th day before the due date for any such payment, by transfer to an account denominated in that

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currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London) and (in the case of interest payable on redemption) upon surrender (or, in the case of part payment only, endorsement) of the relevant Security Certificates at the Specified Office of any Paying Agent.

- 17.3 **Payments of Principal and Interest in CNY:** Notwithstanding Conditions 17.1 (*Principal*) and 17.2 (*Interest*), in respect of CNY Securities, no payment of principal or interest in CNY will be made by cheque and all payments to Securityholders will be made solely (i) for so long as the CNY Securities are represented by a Registered Security held with the common depositary for Clearstream Banking société anonyme and Euroclear Bank S.A./N.V. or any alternative clearing system, by transfer to a CNY bank account maintained outside the PRC, or (ii) for so long as the Securities are in definitive form, by transfer to a CNY bank account maintained outside the PRC, in each case in accordance with prevailing rules and regulations.
- 17.4 **Payments Subject to Fiscal Laws:** All payments in respect of the Registered Securities are subject in all cases to (i) any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 21 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law, regulation or official guidance implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Securityholders in respect of such payments.
- 17.5 **Payments on Payment Business Days:** Where payment is to be made by transfer to an account, payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed (i) (in the case of payments of principal and interest payable on redemption) on the later of the due date for payment and the day on which the relevant Security Certificate is surrendered (or, in the case of part payment only, endorsed) at the Specified Office of a Paying Agent and (ii) (in the case of payments of interest payable other than on redemption) on the due date for payment. A holder of a Registered Security shall not be entitled to any interest or other payment in respect of any delay in payment resulting from (A) the due date for a payment not being a Payment Business Day or (B) a cheque mailed in accordance with this Condition 17 (*Payments - Registered Securities*) arriving after the due date for payment or being lost in the mail.
- 17.6 **Partial payments:** If a Paying Agent makes a partial payment in respect of any Registered Security, the Issuer shall procure that the amount and date of such payment are noted on the Register and, in the case of partial payment upon presentation of a Security Certificate, that a statement indicating the amount and the date of such payment is endorsed on the relevant Security Certificate.
- 17.7 **Record date:** Each payment in respect of a Registered Security will be made to the person shown as the holder in the Register at the opening of business in the place of the Registrar's Specified Office on such number of days before the due date for such payment as is specified in the applicable Issue Terms (the "**Record Date**"). Where payment in respect of a Registered Security is to be made by cheque, the cheque will be mailed to the address shown as the address of the holder in the Register at the opening of business on the relevant Record Date.
- 17.8 **Payments of Principal and Interest in respect of Nordic Securities:** Payments of principal, interest and/or any other amount payable under the Conditions in respect of Nordic Securities shall be made to the Securityholders recorded as such on the fifth business day (as defined by the then applicable NCSD Rules) before the due date for such payment, or such other business day falling closer to the due date as may then be stipulated in said Rules. Such day shall be the Record Date in respect of the Nordic Securities.
- 17.9 **Unavailability of Currency:** If the Specified Currency is not available to the Issuer for making payments of principal of, and premium, interest and/or additional amounts, if any, on any Registered Security (whether due to the imposition of exchange controls or other circumstances beyond the control of the Issuer, or if the Specified Currency is no longer used by the government of the country issuing that currency or by public institutions within the international banking community for the settlement of transactions), the Issuer may satisfy its obligations to Securityholders by making payments on the date

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of payment in U.S. Dollars on the basis of the prevailing exchange rate on the date of the payment or of the most recent practicable date, such rate being based on the highest bid quotation in The City of New York received by the Exchange Rate Agent at approximately 11:00 a.m., New York City time, on the second Business Day preceding the applicable payment date from three recognised foreign exchange dealers for the purchase by the quoting dealer:

- (i) of the Specified Currency for U.S. Dollars for settlement on the payment date;
- (ii) in the aggregate amount of the Specified Currency payable to those holders or beneficial owners of Securities; and
- (iii) at which the applicable dealer commits to execute a contract.

If those bid quotations are not available, the Exchange Rate Agent will determine the Market Exchange Rate at its reasonable discretion. All determinations by the Exchange Rate Agent will, in the absence of manifest error, be conclusive for all purposes and binding on the Issuer, the Guarantor (if applicable) and the Securityholders. The Exchange Rate Agent will be MSI plc, unless otherwise noted in the applicable Issue Terms. If the Exchange Rate Agent is not an affiliate of Morgan Stanley, it may be one of the dealers providing quotations.

Any payment made in U.S. Dollars on the basis of the prevailing exchange rate where the required payment is in an unavailable Specified Currency will not constitute an Event of Default.

The foregoing provisions do not apply to CNY Securities or if a Specified Currency is unavailable because it has been replaced by the euro. If the euro has been substituted for a Specified Currency, the Issuer may (or will, if required by applicable law) without the consent of the holders of the affected Securities, pay the principal of, premium, if any, or interest, if any, on any Security denominated in the Specified Currency in euro instead of the Specified Currency, in conformity with legally applicable measures taken pursuant to, or by virtue of, the Treaty. Any payment made in U.S. Dollars or in euro as described above where the required payment is in an unavailable Specified Currency will not constitute an Event of Default.

18. PAYMENTS - UNCERTIFICATED SECURITIES

This Condition 18 (*Payments - Uncertificated Securities*) is only applicable to English Law Securities that are Uncertificated Securities.

- 18.1 **Principal:** Subject as provided below, the Euroclear Registrar shall pay or cause to be paid payments of principal in respect of Uncertificated Securities to the relevant Securityholder's cash account such payment to be made in accordance with the rules of the Operator.
- 18.2 **Interest:** Payments of interest (if any) in respect of Uncertificated Securities will be discharged by payment (as shown in the records of the Operator) to the cash account of the relevant Securityholder.
- 18.3 **General:** Each of the persons shown in the Operator register of eligible debt securities as the holder of a particular principal amount (in the case of Notes) or number (in the case of Certificates) of Uncertificated Securities must look solely to the settlement bank or institution at which its cash account is held for his share of each such payment so made by or on behalf of the Issuer.
- 18.4 **Payments Subject to Fiscal Laws:** All payments in respect of the Uncertificated Securities are subject in all cases (i) to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 21 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law, regulation or official guidance implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Securityholders in respect of such payments.
- 18.5 **Payments on Payment Business Days:** Payment instructions (for value the due date, or, if the due date is not a Payment Business Day, for value the next succeeding Payment Business Day) will be initiated on the due date for payment. A holder of an Uncertificated Security shall not be entitled to any interest

or other payment in respect of any delay in payment resulting from the due date for a payment not being a Payment Business Day.

19. PAYMENTS – FRENCH LAW SECURITIES

In the case of French Law Securities, for the purposes of this Condition 19 (*Payments – French Law Securities*), references to payment of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to transfer of any Physical Delivery Amount.

- 19.1 **Payments in relation to the Securities:** Payments of principal and interest in respect of Securities shall (in the case of Securities in bearer dematerialised form or administered registered form) be made by transfer to the account (denominated in the relevant currency) of the relevant Euroclear France Account Holders for the benefit of the Securityholders and (in the case of Securities in fully registered form) to accounts (denominated in the relevant currency) with a bank designated by the Securityholders. All payments validly made to such accounts of such Euroclear France Account Holders or Securityholders will be an effective discharge of the Issuer in respect of such payments.

If the date for payment of any amount in respect of any Security is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Issue Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Issue Terms; provided that if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Issue Terms, "Following Payment Business Day" shall be deemed to apply.

In the event that any adjustment is made to the date for payment in accordance with this Condition 19 (*Payments – French Law Securities*), the relevant amount due in respect of any Security shall not be affected by any such adjustment. For these purposes, unless otherwise specified in the applicable Issue Terms, Payment Business Day means a day (other than a Saturday or a Sunday) (A) on which Euroclear France is open for business, (B) in such jurisdictions as shall be specified as Additional Business Centres in the relevant Issue Terms and (C) (i) in the case of a payment in euro, on which the T2 system is open or (ii) in the case of a payment in a currency other than euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency.

Each payment under the Securities shall be made to the benefit of the person registered as the Securityholder in the records of any Relevant Clearing System at midnight, Paris time, on the Clearing System Business Day preceding the due date of the concerned payment or on any other date as may be specified as such in the applicable Issue Terms (the "**Record Date**"). "**Clearing System Business Day**" means a day on which each Relevant Clearing System through which rights in the Securities are held is open for the normal course of its business.

- 19.2 **Unavailability of Currency.** If the Specified Currency is not available to the Issuer for making payments of principal of, and premium, interest and/or additional amounts, if any, on any Security (whether due to the imposition of exchange controls or other circumstances beyond the control of the Issuer, or if the Specified Currency is no longer used by the government of the country issuing that currency or by public institutions within the international banking community for the settlement of transactions), the Issuer may satisfy its obligations to Securityholders by making payments on the date of payment in U.S. Dollars on the basis of the prevailing exchange rate on the date of the payment or of the most recent practicable date, such rate being based on the highest bid quotation in The City of New York received by the Exchange Rate Agent at approximately 11:00 a.m., New York City time, on the second Business Day preceding the applicable payment date from three recognised foreign exchange dealers for the purchase by the quoting dealer:

- (a) of the Specified Currency for U.S. Dollars for settlement on the payment date;
- (b) in the aggregate amount of the Specified Currency payable to those holders or beneficial owners of Securities; and

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- (c) at which the applicable dealer commits to execute a contract.

If those bid quotations are not available, the Exchange Rate Agent will determine the Market Exchange Rate at its reasonable discretion. All determinations by the Exchange Rate Agent will, in the absence of manifest error, be conclusive for all purposes and binding on the Issuer, the Guarantor (if applicable) and the Securityholders. The Exchange Rate Agent will be Morgan Stanley & Co. International plc, unless otherwise specified in the applicable Issue Terms. If the Exchange Rate Agent is not an affiliate of Morgan Stanley, it may be one of the dealers providing quotations. Any payment made in U.S. Dollars on the basis of the prevailing exchange rate where the required payment is in an unavailable Specified Currency will not constitute an Event of Default. The foregoing provisions do not apply if a Specified Currency is unavailable because it has been replaced by the euro. If the euro has been substituted for a Specified Currency, the Issuer may (or will, if required by applicable law) without the consent of the holders of the affected Securities, pay the principal of, premium, if any, or interest, if any, on any Security denominated in the Specified Currency in euro instead of the Specified Currency, in conformity with legally applicable measures taken pursuant to, or by virtue of, the Treaty. Any payment made in U.S. Dollars or in euro as described above where the required payment is in an unavailable Specified Currency will not constitute an Event of Default.

20. PHYSICAL SETTLEMENT

20.1 Delivery Notice

- (a) Each Securityholder in respect of Physical Settlement Securities, shall, on or before the scheduled date for redemption thereof (or such earlier date as the Issuer shall notify to the Fiscal Agent and/or Euroclear Registrar and the Securityholders is, in its determination, necessary for the Issuer, the Fiscal Agent and/or the Relevant Clearing System(s) and/or the Euroclear Registrar to perform their respective obligations hereunder) (i) in the case of English Law Securities, (other than in the case of Uncertificated Securities) send to the Relevant Clearing System(s) (in accordance with the relevant operating procedures) or (in the case of Uncertificated Securities) the Euroclear Registrar, and the Fiscal Agent an irrevocable notice (the "**Delivery Notice**") in the form from time to time approved by the Issuer or (ii) in the case of French Law Securities, arrange for the Euroclear France Account Holder through which its Securities are held to (i) deliver on its behalf to the Principal Paying Agent the Delivery Notice in the form from time to time approved by the Issuer and (ii) simultaneously transfer the relevant Securities to the Euroclear France account of the Principal Paying Agent.
- (b) The Delivery Notice shall:
- (i) in the case of English Law Securities:
 - (A) specify the name and address of the Securityholder;
 - (B) specify the number of Securities in respect of which he is the Securityholder;
 - (C) except in the case of Uncertificated Securities, specify the number of the Securityholder's account at the Relevant Clearing System(s) to be debited with such Securities;
 - (D) except in the case of Uncertificated Securities, irrevocably instruct and authorise the Relevant Clearing System(s) (A) to debit the Securityholder's account with such Securities on the Physical Settlement Date and (B) that no further transfers of the Securities specified in the Delivery Notice may be made;
 - (E) contain a representation and warranty from the Securityholder to the effect that the Securities to which the Delivery Notice relates are free from all liens, charges, encumbrances and other third party rights;
 - (F) specify the number and account name of the account at the Clearing System(s) to be credited with the Physical Delivery Amount if Physical Settlement is applicable;
 - (G) contain an irrevocable undertaking to pay the Redemption Expenses and (to the extent payable but unpaid) Taxes (if any) which, in each case, are determined by the Issuer to

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be payable and an irrevocable instruction to the Relevant Clearing System(s) to debit on or after the Physical Settlement Date the cash or other account of the Securityholder with the Relevant Clearing System(s) specified in the Delivery Notice with such Redemption Expenses and Taxes;

- (H) authorise the production of the Delivery Notice in any applicable administrative or legal proceedings; and
 - (I) in the case of Uncertificated Securities, specify the cash memorandum account of the Securityholder as shown in the records of the Operator from which the Redemption Expenses and Taxes in respect of such Securities will be paid to the Euroclear Registrar's account with the Operator against delivery of the Physical Delivery Amount and irrevocably agree to deliver such instructions to the Operator as may be requested by the Euroclear Registrar to give effect to the delivery and payments described above.
- (ii) in the case of French Law Securities:
- (A) specify the name, address and contact telephone number of the relevant Securityholder and the person from whom the Issuer may obtain details for the delivery of the Underlying Securities;
 - (B) specify the number or amount of Securities which are the subject of such Delivery Notice;
 - (C) confirm the irrevocable instruction given to the Euroclear France Account Holder through which the relevant Securities are held to immediately transfer such Securities to the Euroclear France account of the Principal Paying Agent;
 - (D) contain a representation and warranty from the Securityholder to the effect that the Securities to which the Delivery Notice relates are free from all liens, charges, encumbrances and other third party rights;
 - (E) specify the number and account name of the account at the Clearing System(s) or bank to be credited with the Physical Delivery Amount;
 - (F) specify an account to which dividends (if any) payable pursuant to this Condition 20 or any other cash amounts are to be paid;
 - (G) certify that the beneficial owner of each Security is not a U.S. person (as defined in the Delivery Notice), the Security is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have 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 redemption thereof;
 - (H) contain an irrevocable undertaking to pay the Redemption Expenses and (to the extent payable but unpaid) Taxes (if any) which, in each case, are determined by the Issuer to be payable and an irrevocable instruction to the Relevant Clearing System(s) or bank to debit on or after the Physical Settlement Date the cash or other account of the Securityholder with the Relevant Clearing System(s) or bank specified in the Delivery Notice with such Redemption Expenses and Taxes; and
 - (I) authorise the production of the Delivery Notice in any applicable administrative or legal proceedings.
- (c) A Delivery Notice, once delivered to the Relevant Clearing System(s) or the Euroclear Registrar or the Principal Paying Agent, as the case may be, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Securityholder may not transfer any Security which is the subject of a Delivery Notice following delivery of such Delivery Notice to the Relevant Clearing System(s) or the Euroclear Registrar or the Principal Paying Agent, as the case may be. A Delivery Notice shall only be valid to the extent that the Relevant Clearing System(s) or the Euroclear Registrar or the Principal Paying

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Agent, as the case may be, has not received conflicting prior instructions in respect of the Securities which are the subject of the Delivery Notice.

- (d) Failure to properly complete and deliver a Delivery Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided shall be made by the Relevant Clearing System(s) or the Euroclear Registrar or the Principal Paying Agent, as the case may be, after consultation with the Fiscal Agent (in the case of English Law Securities) and shall be conclusive and binding on the Issuer and the Securityholder.
- (e) In the case of French Law Securities, if a Securityholder fails to have a Delivery Notice delivered, on its behalf as provided herein to the Principal Paying Agent, on or before the scheduled date for redemption of the relevant Securities, then the Physical Delivery Amount will be delivered as soon as practicable after the Maturity Date, as defined in the Issue Terms (in which case, such date of delivery shall be deemed the Physical Settlement Date) at the risk of such Securityholder in the manner provided below. In such circumstances, the relevant Securityholder shall not be entitled to any payment, whether of interest or otherwise, and the Issuer shall have no liability whatsoever, as a result of the Physical Settlement Date falling after the Maturity Date.
- (f) In the case of English Law Securities, the Agent shall promptly, on the Business Day following receipt of such notice, send a copy of the Delivery Notice to the Issuer or such person as the Issuer may previously have specified. In the case of French Law Securities, following receipt of the Delivery Notice and the relevant Securities into its Euroclear France account, the Principal Paying Agent shall promptly, on the Business Day following receipt of such notice, send a copy of the Delivery Notice to the Issuer or such person as the Issuer may previously have specified.

20.2 Delivery Obligation

- (a) Subject to the other provisions of this Condition 20.2 (*Delivery Obligation*), the Issuer shall discharge its obligation to deliver the Physical Delivery Amount in respect of any Securities by delivering, or procuring the delivery of, the relevant Underlying Securities on the Physical Settlement Date to the Clearing System for credit to the account with the Clearing System specified in the Delivery Notice of the relevant Securityholder.
- (b) The number of Underlying Securities to be delivered to or for the account of each Securityholder on redemption of any Physical Settlement Securities shall be as determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms. The Issuer may pay a residual cash amount to each Securityholder representing any fractions of Underlying Securities comprising the Physical Delivery Amount.
- (c) After delivery to or for the account of a Securityholder of the relevant Physical Delivery Amount and for such period of time as the transferor or its agent or nominee shall continue to be registered in any clearing system as the owner of the Underlying Securities comprised in such Physical Delivery Amount (the "**Intervening Period**"), none of such transferor or any agent or nominee for the Issuer or such transferor shall (i) be under any obligation to deliver to such Securityholder or any other person any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the Issuer or such transferor, agent or nominee in its capacity as holder of such Underlying Securities, (ii) be under any obligation to exercise any rights (including voting rights) attaching to such Underlying Securities during the Intervening Period, or (iii) be under any liability to such Securityholder or any other person in respect of any loss or damage which the Securityholder or any other person may sustain or suffer as a result, whether directly or indirectly, of the Issuer or such transferor, agent or nominee being registered in the Clearing System during such Intervening Period as legal owner of such Underlying Securities.
- (d) Any amounts in respect of dividends and interest on the Underlying Securities comprising the Physical Delivery Amount to be delivered will be payable to the party that would receive such amounts according to market practice for a sale of such Underlying Securities executed on the Exchange Business Day following the Determination Date in respect of the Securities. Any such amounts will be paid to or for credit to the account specified by the Securityholder in the relevant Delivery Notice. No right to dividends or interest on the Underlying Securities will accrue to Securityholders prior to the Determination Date.

20.3 **Settlement Disruption of Physical Settlement**

- (a) This Condition 20.3 (*Settlement Disruption of Physical Settlement*) shall apply only where Physical Settlement is applicable.
- (b) The Determination Agent shall determine, acting in good faith and a commercially reasonable manner, whether or not at any time a Settlement Disruption Event has occurred in respect of Underlying Securities comprised in the Physical Delivery Amount (the "**Affected Securities**") and where it determines such an event has occurred and so has prevented delivery of such Affected Securities on the original day that but for such Settlement Disruption Event would have been the Physical Settlement Date, then the Issuer may determine, in its reasonable discretion, either (a) to pay such amount as in the opinion of the Determination Agent is appropriate in the circumstances by way of compensation for the non-delivery of such Affected Securities, in which event the entitlements of the respective Securityholders to receive such Affected Securities on redemption shall cease and the Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount or (b) that the Physical Settlement Date will be postponed to the first succeeding day on which delivery of such Affected Securities can take place through the Clearing System unless a Settlement Disruption Event prevents settlement on each of the 10 Clearing System Business Days immediately following the original date that, but for the Settlement Disruption Event, would have been the Physical Settlement Date (a "**Delayed Settlement Disruption Event**"). In the case of a Delayed Settlement Disruption Event, the Issuer may determine, in its reasonable discretion, (a) to pay such amount as in the opinion of the Determination Agent is appropriate in the circumstances by way of compensation for the non-delivery of such Affected Securities, in which event the entitlements of the respective Securityholders to receive such Affected Securities on redemption shall cease and the Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount; (b) if such Affected Securities can be delivered in any other commercially reasonable manner, then the Physical Settlement Date will be postponed to the first day on which settlement of a sale of such Affected Securities executed on that 10th Clearing System Business Day customarily would take place using such other commercially reasonable manner of delivery (which other manner of delivery will be deemed the Clearing System for the purposes of delivery of such Affected Securities); or (c) if such Affected Securities cannot be delivered in any other commercially reasonable manner, that the Physical Settlement Date will be postponed until delivery can be effected through the Clearing System or in any other commercially reasonable manner. For the avoidance of doubt any such postponement shall not constitute a default by the Issuer.
- (c) In the case of French Law Securities, for so long as delivery of the Underlying Securities in respect of any Security is not practicable by reason of a Settlement Disruption Event, then instead of physical settlement, and notwithstanding any other provision hereof or any postponement of the Physical Settlement Date, the Issuer may elect in its reasonable discretion by taking into consideration capital market practice and by acting in good faith to satisfy its obligations in respect of the relevant Security by payment to the relevant Securityholder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election is given to the Securityholders in accordance with Condition 29 (*Notices*). Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Securityholders in accordance with Condition 29 (*Notices*).
- (d) For the purposes hereof:
- (i) "**Settlement Disruption Event**" means, as determined by the Determination Agent acting in good faith and a commercially reasonable manner, an event which is beyond the control of the Issuer or the transferor of any relevant Underlying Securities and as a result of which the Clearing System cannot receive or clear the transfer of such Underlying Securities; and
- (ii) "**Disruption Cash Settlement Price**" means in respect of each Security an amount determined by the Determination Agent acting in good faith and in a commercially reasonable manner reflecting the fair market value of the Securities less the cost to the Issuer and/or any of its Affiliates of unwinding any Relevant Underlying related hedging arrangements and by taking into consideration the value of the relevant Underlying Securities which would have been delivered.

20.4 **Delivery Disruption of Physical Settlement**

- (a) This Condition 20.4 (*Delivery Disruption of Physical Settlement*) shall apply only where Physical Settlement is applicable.
- (b) If the Determination Agent determines, acting in good faith and a commercially reasonable manner, that a Delivery Disruption Event has occurred, the Determination Agent shall notify the Issuer who shall promptly, and in any event not more than 15 Business Days after the Issuer has received such notification from the Determination Agent, notify the Securityholders, and the Issuer will then deliver, or procure the delivery of, on the Physical Settlement Date such number of Underlying Securities comprised in the Physical Delivery Amount (if any) as it can deliver, or procure the delivery of, on that date and pay such amount as in the opinion of the Determination Agent is appropriate in the circumstances by way of compensation for the non-delivery of the remainder of the Underlying Securities comprised in the Physical Delivery Amount (assuming satisfaction of each applicable condition precedent) to which the Securityholders would have been entitled under the Securities but for the occurrence of such Delivery Disruption Event, in which event the entitlements of the respective Securityholders to receive Underlying Securities on redemption shall cease and the Issuer's obligations under the Securities shall be satisfied in full upon delivery of such number of Underlying Securities and payment of such amount.
- (c) Where this Condition 20.4 (*Delivery Disruption of Physical Settlement*) is applicable in accordance with its terms, insofar as the Determination Agent determines to be practical, acting in good faith and a commercially reasonable manner, the same shall be applied as between the Securityholders on a *pro rata* basis, but subject to such rounding down (whether of the amount of a payment or of a number of Underlying Securities to be delivered) and also to such other adjustments as the Determination Agent, acting in good faith and a commercially reasonable manner, determines to be appropriate to give practical effect to such provisions.
- (d) For the purposes hereof "**Delivery Disruption Event**" means, as determined by the Determination Agent, acting in good faith and a commercially reasonable manner, the failure or inability, due to illiquidity in the market for the Underlying Securities comprised in the Physical Delivery Amount, by or of the Issuer to deliver, or procure the delivery of, on the Physical Settlement Date all the Underlying Securities comprised in the Physical Delivery Amount to be delivered on that date.

20.5 **Additional Definitions:**

For the purposes of this Condition 20 (*Physical Settlement*):

"**Clearing System**" means, in respect of an Underlying Security relating to a Physical Settlement Security, the clearing system specified as such for such security in the applicable Issue Terms or any successor to such clearing system as determined by the Determination Agent. If the Issue Terms do not specify a clearing system, the Clearing System will be the principal domestic system customarily used for settling trades in the relevant Underlying Securities. If the Clearing System ceases to settle trades in such Underlying Securities, the Determination Agent will, acting in good faith and in a commercially reasonable manner, select another method of delivery;

"**Clearing System Business Day**" means, in respect of a Clearing System, any day on which such Clearing System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions;

"**Physical Delivery Amount**" means in respect of any Series of Physical Settlement Securities, the Underlying Securities to be delivered by the Issuer to Securityholders on redemption of each Security, as provided in the applicable Issue Terms, or determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Issue Terms;

"**Physical Settlement Date**" means, in relation to Underlying Securities to be delivered, subject to Condition 20.3 (*Settlement Disruption of Physical Settlement*), in respect of any Securities, the date following the Maturity Date or any other applicable redemption date, as the case may be, which is the first day on which settlement of a sale of such Underlying Securities executed on that Maturity Date or other redemption date, as the case may be, customarily would take place through the applicable Clearing System, unless otherwise specified in the applicable Issue Terms; and

"**Settlement Disruption Event**" has the meaning given to it in Condition 20.3 (*Settlement Disruption of Physical Settlement*).

21. TAXATION

21.1 **Additional Amounts:** This Condition 21.1 (*Additional Amounts*) shall only apply in respect of English Law Securities. If the applicable Issue Terms specify "**Additional Amounts**" as being applicable in respect of any Series of Securities, the relevant Issuer or Guarantor, if applicable, will, subject to certain exceptions and limitations set forth below, pay those additional amounts (the "**Additional Amounts**") to any Securityholder who is a U.S. Alien as may be necessary in order that every net payment of the principal of and interest on the Security and any other amounts payable by or on behalf of the relevant Issuer or the Guarantor on the Security after withholding for or on account of any tax, assessment or governmental charge imposed upon or as a result of that payment by the United States or any political subdivision or taxing authority or agency thereof or therein, will not be less than the amount provided for in the Security to be then due and payable. For the avoidance of doubt, if not so provided in the applicable Issue Terms, Additional Amounts as provided in this Condition 21.1 (*Additional Amounts*) shall not be payable.

The relevant Issuer or Guarantor, if applicable, will not, however, be required to make any payment of Additional Amounts to any Securityholder for or on account of:

- (a) any tax, assessment or other governmental charge that would not have been so imposed but for:
 - (i) the existence of any present or former connection between the holder or beneficial owner, or between a fiduciary, settlor, beneficiary, member or shareholder of the holder or beneficial owner, if the holder or beneficial owner is an estate, a trust, a partnership or a corporation, and the United States and its possessions, including, without limitation, the holder or beneficial owner, or such fiduciary, settlor, beneficiary, member or shareholder, being or having been a citizen or resident of the United States or being or having been engaged in the conduct of a trade or business or present in the United States or having, or having had, a permanent establishment in the United States; or
 - (ii) the presentation by the Securityholder for payment on a date more than 15 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (b) any estate, inheritance, gift, sales, transfer, capital gains, corporation, income or personal property tax or any similar tax, assessment or governmental charge;
- (c) any tax, assessment or other governmental charge imposed by reason of the holder's or beneficial owner's past or present status as a personal holding company or controlled foreign corporation or passive foreign investment company with respect to the United States or as a corporation that accumulates earnings to avoid U.S. federal income tax or as a private foundation or other tax-exempt organisation;
- (d) any tax, assessment or other governmental charge that is payable otherwise than by withholding from payments on or in respect of any Security;
- (e) any tax, assessment or other governmental charge that would not have been imposed but for the failure to comply with certification, information or other reporting requirements concerning the nationality, residence or identity of the holder or beneficial owner of that Security, if compliance is required by statute or by regulation of the United States or of any political subdivision or taxing authority thereof or therein as a precondition to relief or exemption from the tax, assessment or other governmental charge;
- (f) any withholding tax imposed under Sections 1471 through 1474 of the Code or any agreement with the IRS pursuant to these Code sections, any applicable U.S. Treasury regulations promulgated thereunder or published administrative guidance implementing such sections and any analogous provisions of non-U.S. laws (including withholding resulting from any inter-

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governmental agreement or an individual agreement with a taxing authority in connection with such sections of the Code, regulations, guidance or laws);

- (g) any tax, assessment or other governmental charge imposed by reason of Section 871(m) of the Code, and any applicable U.S. Treasury regulations promulgated thereunder or published administrative guidance implementing such section;
- (h) any tax, assessment or other governmental charge imposed by reason of the holder or beneficial owner not qualifying for an exemption with respect to coupon payments under the "other income" provision of a Qualifying Treaty; and for this purpose a "Qualifying Treaty" means an income tax treaty between a non-U.S. jurisdiction and the United States of America that provides for a zero per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States of America;
- (i) any tax, assessment or other governmental charge imposed by reason of the holder's or beneficial owner's past or present status as the actual or constructive owner of 10 per cent. or more of the total combined voting power of all classes of stock entitled to vote of Morgan Stanley; or
- (j) any combination of the items listed above.

In addition, the relevant Issuer or Guarantor, if applicable, will not be required to make any payment of Additional Amounts with respect to any Security presented for payment by or on behalf of a holder or beneficial owner who would have been able to avoid such withholding or deduction by presenting the relevant Security to another paying agent in a Member State of the European Union, or the United Kingdom.

Nor will Additional Amounts be paid with respect to any payment on a Security to a U.S. Alien who is a fiduciary or partnership or other than the sole beneficial owner of that payment to the extent that payment would be required by the laws of the United States (or any political subdivision thereof) to be included in the income, for tax purposes, of a beneficiary or settlor with respect to the fiduciary or a member of that partnership or a beneficial owner who would not have been entitled to the Additional Amounts had that beneficiary, settlor, member or beneficial owner been the Securityholder.

The term "**U.S. Alien**" means any person who, for U.S. federal income tax purposes, is a foreign corporation, a nonresident alien individual, a nonresident alien fiduciary of a foreign estate or trust, or a foreign partnership one or more of the members of which is a foreign corporation, a nonresident alien individual or a nonresident alien fiduciary of a foreign estate or trust.

- 21.2 **No gross-up for French Law Securities.** In respect of French Law Securities, neither the Issuer nor the Guarantor (if applicable) shall be required to make any additional payments on account of any such withholding or deduction.
- 21.3 **Withholding Taxes.** All payments of principal and interest by Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or the Guarantor shall be made free and clear of, and without withholding or deduction for, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United Kingdom, the Netherlands, Germany, the United States of America or any other jurisdiction, in each case, including any political subdivision or any authority or agency thereof or therein having power to tax, unless such withholding or deduction is required by law. None of Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or the Guarantor shall be required to make any additional payments on account of any such withholding or deductions, except if the applicable Issue Terms specify "Additional Amounts" in respect of and subject as set out in Condition 21.1 (*Additional Amounts*) above.
- 21.4 **Implementation of Financial Transaction Tax.** If "Implementation of Financial Transaction Tax Event" is specified in the applicable Issue Terms to be applicable to any Series of Securities, then upon the occurrence of an Implementation of Financial Transaction Tax Event, the Issuer may (i) in its reasonable discretion, with immediate effect amend the Conditions of the Securities by adjusting downward any amount payable and/or any other value or term of the Conditions to account for the economic impact of the Implementation of Financial Transaction Tax on the Issuer and its Affiliates in

relation to the Securities, and (ii) to the extent that at any time thereafter the Issuer determines (acting in good faith and in a commercially reasonable manner) that it (including its Affiliates) has incurred additional loss as a result of the Implementation of Financial Transaction Tax Event that has not been accounted for through the adjustment made pursuant to sub-paragraph (i) (such amount, "**Additional Increased Tax**"), it may reduce the amount otherwise payable on the Securities on the next payment date (and any payment date thereafter) by an amount up to the Additional Increased Tax amount. Any such adjustments shall be notified to Securityholders as soon as reasonably practicable and in any event within 15 Business Days of such adjustments having been made. If an event or circumstance which would otherwise constitute a Change in Law or Increased Cost of Hedging (where applicable) also constitutes an Implementation of Financial Transaction Tax Event, it will be treated as an Implementation of Financial Transaction Tax Event.

22. EVENTS OF DEFAULT

22.1 If any of the following events (each, an "**Event of Default**") occurs and is continuing:

- (a) **Non-payment:** failure to pay any amount of principal in respect of the Securities within thirty days of the due date for payment thereof or failure to pay any amount of interest in respect of the Securities within thirty days of the due date for payment thereof; or
- (b) **Insolvency, etc.:** (i) the Issuer becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer or the whole or a substantial part of the undertaking, assets and revenues of the Issuer is appointed (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent), (iii) the Issuer takes any action for a composition with or for the benefit of its creditors generally, or (iv) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent), and such order or effective resolution has remained in force and has not been rescinded, revoked or set aside for sixty days after the date on which such order is made or effective resolution is passed,

then Securityholders of not less than 25 per cent. in aggregate principal amount of the Securities may, by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, declare the Securities to be immediately (or, in the case of Nordic Securities, on such later date on which the relevant Nordic Securities have been transferred to the account designated by the relevant Nordic Issuing Agent and blocked for further transfer by such Agent) due and payable, whereupon they shall become so due and payable at their Early Redemption Amount (or in accordance with any other provisions specified in the applicable Issue Terms) without further action or formality. Notice of any such declaration shall promptly, and in any event not more than 10 Business Days after such declaration is made, be given to the Securityholders.

In the case of MSBV Securities and MSFL Securities, nothing herein contained shall be deemed to authorise any Securityholder to exercise any remedy against the applicable Issuer or the Guarantor solely as a result of, or because it is related directly or indirectly to, the insolvency of the Guarantor or the commencement of any proceedings relative to the Guarantor under Title 11 of the United States Bankruptcy Code, or the appointment of a receiver for the Guarantor under Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or the commencement of any other applicable federal or state bankruptcy, insolvency, resolution or other similar law, or solely as a result of, or because it is related directly or indirectly to, a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official having been appointed for or having taken possession of the Guarantor or its property, or solely as a result of, or because it is related directly or indirectly to, the institution of any other comparable judicial or regulatory proceedings relative to the Guarantor, or to the creditors or property of the Guarantor. Notwithstanding the foregoing, Securityholders are authorised to exercise any remedy against the relevant Issuer as a result of an Event of Default described in Condition 22.1(b).

22.2 **Annulment of Acceleration and Waiver of Defaults.** In some circumstances, if any or all Events of Default, other than the non-payment of the principal of the Securities of a Series that has become due as a result of an acceleration, have been cured, waived or otherwise remedied, then the holders of a majority in principal amount of such Series of Securities (voting as one class) may annul past declarations of

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acceleration of or waive past defaults of the Securities. However, any continuing default in payment of principal of or any premium or interest on those Securities may not be waived.

23. ILLEGALITY AND REGULATORY EVENT

23.1 If this Condition 23 (*Illegality and Regulatory Event*) is specified in the Issue Terms to be applicable to a Series of Securities, the Issuer shall have the right to redeem the Securities early (at the amount specified in the applicable Issue Terms), if it shall have determined that:

- (a) its performance thereunder, or, if applicable, the Guarantor's performance of its obligation under the Guarantee, shall have become or will be unlawful in whole or in part as a result of compliance in good faith by the Issuer, or, if applicable, the Guarantor, with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power ("**applicable law**") (an "**Illegality Event**"); or
- (b) in respect of Securities issued by MSBV only, a Regulatory Event has occurred.

23.2 If Condition 23 (*Illegality and Regulatory Event*) is specified in the Issue Terms to be applicable to a Series of Securities and, subject to the conditions set out in Condition 23.1 above, the Issuer determines that the Securities shall be redeemed early in accordance with this Condition 23, the Issuer shall give not less than five Business Days' notice to the Securityholders informing them that either an Illegality Event or, in respect of Securities issued by MSBV only, a Regulatory Event, as applicable, has occurred, as a result of which the Securities shall be redeemed early on the date specified for redemption in such notice. In such circumstances the Issuer will, if and to the extent permitted by applicable law, pay to each Securityholder in respect of each Security held by such Securityholder an amount determined by the Determination Agent, in its reasonable discretion, as representing either:

- (a) the fair market value of such Security (including, if applicable, any accrued but unpaid interest) immediately prior to such redemption (ignoring such Illegality Event or Regulatory Event) less the cost to the Issuer (or its Affiliates) of, or the loss realised by the Issuer (or its Affiliates) on, unwinding any related underlying hedging arrangements, the amount of such cost or loss being as determined by the Determination Agent in its reasonable discretion, if "Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value Less Costs" is specified in the Issue Terms. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
- (b) the fair market value of such Security (including, if applicable, any accrued but unpaid interest) immediately prior to such redemption (ignoring such Illegality Event or Regulatory Event), if "Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value" is specified in the Issue Terms. For the avoidance of doubt, notwithstanding anything to the contrary in the Base Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities;
- (c) the Calculation Amount of such Security, together with accrued interest (if any), less the cost to the Issuer (or its Affiliates) of, or the loss realised by the Issuer (or its Affiliates) on, unwinding any related underlying hedging arrangements, the amount of such cost or loss being as determined by the Determination Agent in its reasonable discretion, if "Early Redemption Amount (Illegality and Regulatory Event) – Par (Accrued) Less Costs" is specified in the Issue Terms; or
- (d) the Calculation Amount of such Security, together with accrued interest (if any), if "Early Redemption Amount (Illegality and Regulatory Event) – Par (Accrued)" is specified in the Issue Terms. The Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of the amount determined by the Determination Agent to be payable in accordance with the provisions above, based on the elections made in the applicable Issue Terms;

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- (e) the Calculation Amount of such Security, without accrued interest, less the cost to the Issuer (or its Affiliates) of, or the loss realised by the Issuer (or its Affiliates) on, unwinding any related underlying hedging arrangements, the amount of such cost or loss being as determined by the Determination Agent in its reasonable discretion, if "Early Redemption Amount (Illegality and Regulatory Event) – Par (Unaccrued) Less Costs" is specified in the Issue Terms;
- (f) the Calculation Amount of such Security, without accrued interest, if "Early Redemption Amount (Illegality and Regulatory Event) – Par (Unaccrued)" is specified in the Issue Terms. The Issuer's obligations under the Securities shall be satisfied in full upon payment in respect of each Security of the amount determined by the Determination Agent to be payable in accordance with the provisions above, based on the elections made in the applicable Issue Terms, without accrued interest,

or, if a formula is specified in the applicable Issue Terms for the calculation of such early redemption amount, an amount calculated in accordance with such formula.

- 23.3 The Issuer shall also, as soon as reasonably practicable under the circumstances and in any event within 15 Business Days of such event occurring, notify the Fiscal Agent and the Determination Agent of the occurrence of an Illegality Event or, in respect of Securities issued by MSBV only, a Regulatory Event, as applicable.

24. PRESCRIPTION

- 24.1 **Prescription in Respect of Registered Securities:** Claims for principal and interest on redemption in respect of Registered Securities shall become void unless the relevant Security Certificates are surrendered for payment within 10 years of the appropriate Relevant Date.
- 24.2 **Prescription in Respect of Nordic Securities:** Claims for principal in respect of the Swedish Securities shall become void unless made within a period of 10 years after the appropriate Relevant Date. Claims for interest in respect of the Swedish Securities shall become void unless made within a period of three years after the appropriate Relevant Date. Claims for principal and/or interest in respect of Finnish Securities shall become void unless made within a period of three years after the appropriate Relevant Date. Claims for principal in respect of Norwegian Securities shall become void unless made within a period of 10 years after the appropriate Relevant Date. Claims for interest in respect of the Norwegian Securities shall become void unless made within a period of three years after the appropriate Relevant Date. Claims for principal in respect of Danish Securities shall become void unless made within a period of 10 years after the appropriate Relevant Date. Claims for interest in respect of the Danish Securities shall become void unless made within a period of three years after the appropriate Relevant Date.
- 24.3 **Prescription in Respect of Uncertificated Securities:** Claims for principal and interest in respect of Uncertificated Securities shall become void unless made within a period of 10 years after the appropriate Relevant Date.
- 24.4 **Prescription in Respect of French Law Securities:** Any action against an Issuer for payment of amounts due under the Securities shall be prescribed and become void unless made within ten (10) years (in the case of principal) or five (5) years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 2.1).

25. REPLACEMENT OF SECURITIES

If any Security or Security Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Registrar, during normal business hours (and, if the Securities are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent or Transfer Agent in any particular place, the Paying Agent or Transfer Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and stock exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Securities or Security Certificates must be surrendered before replacements will be issued.

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26. AGENTS

- 26.1 In acting under the Issue and Paying Agency Agreement and in connection with the Securities, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Securityholders. All calculation and determination functions required of the relevant Agent may be delegated to such persons as the relevant Agent may decide and all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the Securities by the Agents or the Issuer shall (in the absence of manifest error or wilful misconduct) be binding on the Issuer and the Securityholders and (subject as aforesaid) no liability to the Securityholders (or any of them) shall attach to the Agents or the Issuer in connection with the exercise or non-exercise by any of them of their powers, duties and discretions for such purposes.
- 26.2 In acting under the SEB Issuing and Paying Agent Agreement or the MSESE SEB Issuing and Paying Agent Agreement (as applicable), the Nordic Issuing Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Securityholders.
- 26.3 In acting under the Euroclear Agreement, the Euroclear Registrar acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any of the Securityholders.
- 26.4 In acting under the French Agency Agreement, the Paris Paying Agent, the Fiscal Agent and the Principal Paying Agent act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Securityholders. All calculation and determination functions required of the relevant Agent may be delegated to such persons as the relevant Agent may decide and all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the Notes by the Agents or the Issuer shall (in the absence of manifest error or wilful misconduct) be binding on the Issuer and the Noteholders and (subject as aforesaid) no liability to the Securityholders (or any of them) shall attach to the Agents or the Issuer in connection with the exercise or non-exercise by any of them of their powers, duties and discretions for such purposes.
- 26.5 The initial Agents, the Nordic Issuing Agent and the Euroclear Registrar and their initial Specified Office are listed below on the inside back cover of this Base Prospectus. The initial Calculation Agent is The Bank of New York Mellon, London Branch. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent, the Nordic Issuing Agent and the Euroclear Registrar and to appoint a successor Fiscal Agent or Registrar or Calculation Agent or Nordic Issuing Agent or Euroclear Registrar and additional or successor paying agents; provided, however, that:
- (a) there shall at all times be a Registrar and, in the case of Uncertificated Securities, a Euroclear Registrar appointed in respect of the Securities;
 - (b) if a Calculation Agent is specified in the applicable Issue Terms, the Issuer shall at all times maintain a Calculation Agent;
 - (c) if a Determination Agent is specified in the applicable Issue Terms, the Issuer shall at all times maintain a Determination Agent;
 - (d) if and for so long as the Securities are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or a Transfer Agent in any particular place, the Issuer shall maintain a Paying Agent and/or a Transfer Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system; and
 - (e) so long as there is any Tranche of Nordic Securities outstanding, there will at all times be an NCSD duly authorised as a central securities depository under the relevant NCSD Rules and a Nordic Issuing Agent in respect of the relevant Tranche of Nordic Securities.
- 26.6 Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly, and in any event not more than 15 Business Days after any such change has been confirmed, be given to the Securityholders in accordance with Condition 29 (*Notices*).

- 26.7 Notwithstanding any provision to the contrary, the Determination Agent shall act as an expert and not as an agent for the Issuer or the Securityholders and all determinations, considerations and decisions made by the Determination Agent shall, in the absence of manifest error, wilful default or bad faith, be final and conclusive and the Determination Agent shall have no liability in relation to such determinations except in the case of its wilful default or bad faith.
- 26.8 Notwithstanding any provision to the contrary, the Calculation Agent shall act as an agent for the Issuer and all determinations, calculations and decisions made by the Calculation Agent shall, in the absence of manifest error, wilful default or bad faith, be final and conclusive and the Calculation Agent shall have no liability in relation to such determinations except in the case of its wilful default or bad faith.
- 26.9 In relation to Notes listed on MOT and notwithstanding any other provision of the Conditions, the Determination Agent or Calculation Agent (as applicable) (a) in exercising any discretion under the relevant Conditions, shall act in good faith and in a commercially reasonable manner and (b) when making any adjustment that it determines appropriate to any terms of such Securities, in accordance with the relevant Conditions, may do so to preserve the economic equivalent of the obligations of the Issuer under the Notes, save as otherwise specified in the applicable Issue Terms.

27. MEETINGS OF SECURITYHOLDERS AND MODIFICATION

27.1 Meetings of Securityholders of English Law Securities

This Condition 27.1 (*Meetings of Securityholders of English Law Securities*) shall only apply to English Law Securities.

The Issue and Paying Agency Agreement (or in the case of Uncertificated Securities, the Euroclear Agreement) contains provisions for convening meetings of Securityholders to consider matters relating to the Securities, including the sanctioning by Extraordinary Resolution of a modification of any provision of the Conditions and, in the case of the Issuing and Paying Agency Agreement, the meaning of each Securityholder and holder for such purposes. Such a meeting may be convened by the Issuer and shall be convened by it upon the request in writing of Securityholders holding not less than one-tenth of the aggregate principal amount of the outstanding Securities. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Securities or, at any adjourned meeting, two or more Persons being or representing Securityholders whatever the principal amount of the Securities held or represented, provided, however, that in respect of Reserved Matters sanctioned by an Extraordinary Resolution passed at a meeting of Securityholders, two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Securities are required to form a quorum.

The Issue and Paying Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Issue and Paying Agency Agreement by a majority consisting of not less than three quarters of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of all holders of the Securities for the time being outstanding who are entitled to receive notice of a meeting in accordance with the Issue and Agency Agreement or (iii) consent given by way of electronic consents through the Relevant Clearing System(s) (in a form satisfactory to the Registrar) by or on behalf of the holders of not less than 75 per cent. in principal amount of the Securities for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Securityholders. An Extraordinary Resolution passed by the Securityholders will be binding on all the Securityholders, whether or not they are present at any meeting, and whether or not they voted on the resolution.

27.2 Representation of Securityholders of French Law Securities

This Condition 27.2 (*Representation of Securityholders of French Law Securities*) shall only apply to French Law Securities.

The Securityholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *Masse* (the "**Masse**") which will be governed by the provisions of the French *Code de Commerce* with the exception of articles L. 228-71 and R. 228-69 of the French *Code de Commerce* subject to the following provisions:

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(a) Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the Securityholders (the "**Collective Decisions**").

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

(b) Representative

The office of Representative may only be conferred to persons that are nationals of a Member State of the European Union or on persons domiciled in a Member State of the European Union, and associations and companies having their registered office therein. However, the following persons may not be chosen as Representatives:

- (i) the Issuer, the members of its Supervisory Board or Board of Directors, Management Board, its general manager, its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
- (ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers, general managers, members of their Supervisory Board or Board of Directors, Management Board, their statutory auditors, or employees as well as their ascendants, descendants and spouse; or
- (iii) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse will be set out in the relevant Issue Terms. The Representative appointed in respect of the first Tranche of any Series of Securities will be the Representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Issue Terms.

In the event of death, liquidation (as the case may be), retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, liquidation (as the case may be), retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the name and address of the Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

(c) Powers of Representative

The Representative shall have the power to take all acts of management necessary in order to defend the common interests of the Securityholders.

All legal proceedings against the Securityholders or initiated by them, must be brought by or against the Representative.

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

(d) Collective Decisions

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Collective Decisions are adopted either in a general meeting (the "**General Meeting**") or by consent following a written consultation (the "**Written Decision**").

In accordance with Articles R. 228-71 of the French *Code de commerce*, the rights of each Securityholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Euroclear France Account Holder of the name of such Securityholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 27.2(j).

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the Securities of such Series.

(e) General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Securityholders, holding together at least one-30th of the principal amount of the Securities outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such request, the Securityholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 27.2(j) not less than 15 calendar days prior to the date of the General Meeting on first convocation and not less than 5 calendar days prior to the date of the General Meeting on second convocation.

Each Securityholder has the right to participate in a General Meeting in person, by proxy or by correspondence. Each Security carries the right to one vote.

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and to act with respect to any other matter that relates to the common rights, actions and benefits which may accrue now or in the future with respect to the Securities, including authorising the Representative to act (in legal proceedings) as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable by Securityholders, nor establish any unequal treatment between the Securityholders, nor decide to convert the Securities into shares.

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

Each Securityholder or Representative thereof will have the right, during the 15 calendar days period preceding the holding of each General Meeting (on first convocation) or during the 5 calendar days (on second convocation), to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Securityholders at the principal office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

(f) Written Decision and Electronic Consent

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At the initiative of the Issuer or the Representative, Collective Decisions may also be taken by a Written Decision.

Such Written Decision shall be signed by or on behalf of Securityholders holding not less than 66.67% of the Securities of the relevant Series without having to comply with formalities and time limits referred to in Condition 27.2(j).

Any such Written Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting. Such Written Decision may be contained in one document or in several documents in like form each signed by or on behalf of one or more of such Securityholders and shall be published in accordance with Condition 27.2(j).

Pursuant to Article L.228-46-1 of the French Code de commerce, the Securityholders may also express their approval or rejection of the proposed Written Decision by way of electronic communication allowing the identification of Securityholders (the "**Electronic Consent**").

(g) Expenses

The Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by the Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Securities.

(h) Single Masse

The Securityholders of the same Series, and the Securityholders of any other Series which have been assimilated with the Securities of another Series in accordance with Condition 28 (*Further Issues*), shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Series of Securities issued will be the Representative of the single Masse of all such Series.

(i) Single Securityholder

As long as the Securities are held by a single Securityholder, such Securityholder will exercise directly the powers delegated to the Representative and general meetings of Securityholders under the Conditions.

The Issuer (or its agent on its behalf) shall keep a record of the decisions taken by the sole Securityholder in such capacity, which shall be available, upon request, to any future Securityholders. A Representative shall be appointed when the Securities of a Series are held by more than one Securityholder.

(j) Notices to Securityholders

Any notice to be given to Securityholders in accordance with this Condition 27.2(j) shall be given in accordance with Condition 29.5.

(k) Full Masse

For Securities issued with a Specified Denomination of less than €100,000 (or its equivalent in any other currency), except if the Issue Terms specify "Issue outside of France" as applicable, Condition 27.2(d) shall be deleted and replaced by the following:

"(d) Expenses

The Issuer shall pay all expenses relating to the operations of the Masse, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions."

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In this Condition 27, the expression "outstanding" (as defined in Condition 1) does not include the Securities subscribed or purchased by the Issuer and which are held by the Issuer and not cancelled.

27.3 Modification

(a) *Modification of English Law Securities*

In the case of English Law Securities:

- (i) the Securities, the Conditions, the Guarantee and the Deeds of Covenant may be amended without the consent of the Securityholders where, in the reasonable opinion of the Issuer:
 - (A) the amendment is to correct a manifest or proven error;
 - (B) the amendment is to effect a modification which is of a formal, minor or technical nature;
 - (C) the amendment is to cure any ambiguity or is to correct or supplement any defective provisions;
 - (D) the amendment is to correct an error or omission such that, in the absence of such correction, the terms of the Securities would not otherwise represent the intended terms of the Securities on which the Securities were sold and have since traded; or
 - (E) the amendment is not materially prejudicial to the interest of the Securityholders.
- (ii) The parties to the Issue and Paying Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Securityholders, to any such modification unless it is of a type contemplated by 27.3(a)(i) above.
- (iii) **Interests of Securityholders:** In connection with the Conditions, the Issuer and the Fiscal Agent shall have regard to the interests of the Securityholders as a class. In particular, but without limitation, the Issuer and the Fiscal Agent shall not have regard to the consequences for individual Securityholders resulting from such individual Securityholders being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.
- (iv) **Severance:** Should any of the provisions contained in the Conditions be or become invalid, the validity of the remaining provisions shall not be affected in any way.

(b) *Modification of French Law Securities*

In the case of French Law Securities which have a Specified Denomination of at least EUR 100,000 (or its equivalent in the relevant currency as of the relevant Issue Date) or which can be traded in amounts of at least EUR 100,000 (or its equivalent in the relevant currency as of the relevant Issue Date), the Issuer may modify the Conditions of the French Law Securities without the consent of the Securityholders to correct a manifest error. Notice of any such modification will be given to the Securityholders in accordance with Condition 29.

28. FURTHER ISSUES AND CONSOLIDATION

28.1 Further issues: Any of the Issuers may from time to time, without the consent of the Securityholders, create and issue further securities having the same terms and conditions as the Securities in all respects (*assimilables* in the case of French Law Securities) (or in all respects except for the first payment of interest) so as to form a single series with the Securities.

28.2 Consolidation: In the case of French Law Securities, any of the Issuers, with the prior approval of the Fiscal Agent (which shall not be unreasonably withheld), may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 15 Business Days' prior notice to the Securityholders in accordance with Condition 29 (*Notices*), without the consent of the

Securityholders, consolidate the Securities of one Series with the Securities of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other Securities have been redenominated in Euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Securities.

29. NOTICES

- 29.1 **Registered Securities:** Notices to holders of Registered Securities in definitive form shall be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Notices to holders of Registered Securities in global form shall be sent to them by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other Relevant Clearing System for communication by them to the holders of the Securities. To the extent the Registered Securities are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or the Euro MTF Market, notices to holders will be published in accordance with the rules of the Luxembourg Stock Exchange, and, if permitted by the rules and regulations of the Luxembourg Stock Exchange, on the Issuer's website at <http://sp.morganstanley.com/EU/Documents>. To the extent that the Securities are listed and admitted to trading on Euronext Paris, notices will be published, at the option of the Issuer (a) in a daily leading newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the *Autorité des marchés financiers* ("AMF"). In addition, any such notices shall be published in a manner which complies with the rules of any other stock exchange or other relevant authority on which the Registered Securities are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules.
- 29.2 **Nordic Securities:** All notices to holders of Finnish or Swedish Securities shall be valid if so published or mailed to their registered addresses appearing on the relevant NCSD Register. All notices to holders of Norwegian Securities shall be valid if mailed by the Norwegian CSD in accordance with the relevant NCSD Rules. All notices to holders of Danish Securities shall be valid if mailed by the Danish CSD in accordance with the relevant NCSD Rules. In addition, any such notices shall be published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Nordic Securities are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules.
- 29.3 **Uncertificated Securities:** Notices to holders of Uncertificated Securities shall be sent to the address of the Securityholder appearing in the Record on the second Business Day immediately prior to despatch of such notice, by first class post or, if such address is not in the United Kingdom, by airmail post (any such notice to be delivered or sent at the risk of the relevant Securityholder). In addition, any such notices shall be published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Uncertificated Securities are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules.
- 29.4 **French Law Securities:** Notices to the holders of French Law Securities:
- (a) that are in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, as long as such Securities are listed and admitted to trading on Euronext Paris, they are published (a) in a daily leading newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) in accordance with Articles 221-3 and 221-4 of the AMF or (iii) to the extent the Securities are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or the Euro MTF Market, notices to holders will be published, in accordance with the rules of the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*) and/or on the Luxembourg Stock Exchange website (www.luxse.com), and, if permitted by the rules and regulations of the Luxembourg Stock Exchange, on the Issuer's website at <http://sp.morganstanley.com/EU/Documents> or (iv) so long as such Securities are listed and admitted to trading on any Regulated Market or other stock

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exchange and the rules of such Regulated Market or other stock exchange so require, in a leading daily newspaper with general circulation in the city where the Regulated Market or other stock exchange on which such Securities are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State or Switzerland where the Securities are listed and admitted to trading; or

- (b) that are in bearer form (*au porteur*) shall be valid if published (i) so long as such Securities are listed and admitted to trading on Euronext Paris, (a) in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the AMF or (ii) to the extent the Securities are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or the Euro MTF Market, notices to holders will be published in accordance with the rules of the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*) and/or on the Luxembourg Stock Exchange website (www.luxse.com), and, if permitted by the rules and regulations of the Luxembourg Stock Exchange, on the Issuer's website at <http://sp.morganstanley.com/EU/Documents> or (iii) so long as such Securities are listed and admitted to trading on any Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) or other stock exchange(s) on which such Securities are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State or Switzerland where the Securities are listed and admitted to trading,

provided that, if any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication.

Notices required to be given to the Securityholders (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Securities are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 26.1, 26.2 and 26.3 above; except that so long as the Securities are listed and admitted to trading on a Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, notices shall also be published in a leading daily newspaper of general circulation in the city where the Regulated Market or other stock exchange on which such Security(ies) is/are listed and admitted to trading is located.

- 29.5 **Unlisted Securities:** Notices to Securityholders of non-listed Securities may be published, as specified in the applicable Issue Terms, in newspapers, on the Issuer's website at <http://sp.morganstanley.com/EU/Documents>, or otherwise.
- 29.6 Notwithstanding any other provision in the Conditions, any failure by the Issuer, the Calculation Agent, the Determination Agent or any other party to provide Securityholders with any notice due to be given to Securityholders in accordance with the Conditions shall not of itself affect the validity of the determination, adjustment, event or any other occurrence to which such notice relates.
- 29.7 Notices will, if published more than once, be deemed to have been given on the date of the first publication.
- 29.8 If an adjustment is made, or any other action is taken, by the Determination Agent under any one or more of the following Conditions: 9.2(b), 9.2(c), 9.2(e), 9.2(f), 9.3(a), 9.3(b), 9.4(a)(ii), 9.4(b)(ii), 9.5(b), 9.6(b), 9.7(c), 9.8(c), 10.1, 10.4(d), 10.6(d), 10.7(e), 10.8(b), 10.10, 11.5(b), 11.6(b), 12.8(b) or 13.4, the Determination Agent shall notify the Issuer and the Fiscal Agent of such adjustment. The Fiscal Agent shall, on behalf of and on instruction of the Issuer, provide notice (which notice shall, for the avoidance of doubt, be in the form provided to it by or on behalf of the Issuer) to the Securityholders of the relevant adjustment within 15 Business Days of receipt of such notification from the Determination Agent.

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29.9 All notices to Securityholders regarding Securities listed and/or admitted to trading on Borsa Italiana trading venues, shall be delivered to Borsa Italiana to be published in accordance with the rules of Borsa Italiana (if and for as so long as the rules of the exchange so require), guidelines and market practice.

29.10 Notices relating to convocation and decision(s) pursuant to Condition 27.2 (*Representation of Securityholders of French Law Securities*) and pursuant to Articles R.228-79 and R.236-14 of the French *Code de commerce* shall be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Securities are for the time being cleared. For the avoidance of doubt, Conditions 29.1 to 29.7 above shall not apply to such notices.

30. LOSSES

In no event shall the Issuer, the Guarantor (if applicable) or the Agents have any liability for indirect, incidental, consequential or other damages (whether or not it may have been advised of the possibility of such damages) other than interest until the date of payment on sums not paid when due in respect of any Securities or assets not delivered when due. Securityholders are entitled to damages only and are not entitled to the remedy of specific performance in respect of any Security.

31. CURRENCY INDEMNITY

31.1 If any sum due from the Issuer in respect of the Securities or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under the Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Securities, the Issuer shall indemnify each Securityholder, on the written demand of such Securityholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Securityholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

31.2 This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action. However, in the case of French Law Securities only, if a judgment awarded by a French court were to be expressed in euros, it would normally be expressed by reference to the exchange value of the relevant amount of the said foreign currency at the rate of exchange prevailing on the effective date of payment or on the date of the judgment; it should be noted, however, that if, after having obtained a judgment from a French court with respect to the Securities, any party were to seek a separate judgment on the basis of any indemnity clause with respect to currency indemnity, the court may hold that such clause did not survive the original judgment.

32. ROUNDING

For the purposes of any calculations referred to in the Conditions (unless otherwise specified in the Conditions or the applicable Issue Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. rounded up to 0.00001 per cent.), (b) all U.S. Dollars amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent rounded upward), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downward to the next lower whole Japanese Yen amount and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency (with 0.005 rounded up to 0.01).

33. REDENOMINATION, RENOMINALISATION AND RECONVENTIONING

33.1 **Application:** This Condition 33 (*Redenomination, Renominalisation and Reconventioning*) is applicable to the Securities only if it is specified in the applicable Issue Terms as being applicable.

33.2 **Notice of redenomination:** If the country of the Specified Currency becomes, or announces its intention to become, a Participating Member State, the Issuer may, without the consent of the Securityholders, on

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giving at least 15 Business Days' prior notice to the Securityholders and the Paying Agents (or, in the case of Uncertificated Securities, the Euroclear Registrar), designate a date (the "**Redenomination Date**"), being an Interest Payment Date under the Securities falling on or after the date on which such country becomes a Participating Member State.

- 33.3 **Redenomination:** Notwithstanding the other provisions of the Conditions, with effect from the Redenomination Date the Securities shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Security equal to the principal amount of that Security in the Specified Currency, converted into euro at the rate for conversion of such currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Community regulations); provided, however, that, if the Issuer determines, with the agreement of the Fiscal Agent that the then market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly, and in any event within not more than 15 Business Days of the Issuer making such determination, notify the Securityholders, each listing authority, stock exchange and/or quotation system (if any) by which the Securities have been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendments.
- 33.4 **Interest:** Following redenomination of the Securities pursuant to this Condition 33 (*Redenomination, Renominalisation and Reconventioning*), where Securities have been issued in definitive form, the amount of interest due in respect of such Securities will be calculated by reference to the aggregate principal amount of the Securities presented for payment by the relevant holder.
- 33.5 **Interest Determination Date:** If the Floating Rate Security Provisions are specified in the applicable Issue Terms as being applicable and Screen Rate Determination is specified in the applicable Issue Terms as the manner in which the Floating Interest Rate(s) is/are to be determined, with effect from the Redenomination Date the Interest Determination Date shall be deemed to be the second TARGET Settlement Day before the first day of the relevant Interest Period.

34. INCONVERTIBILITY EVENTS

- 34.1 If, in respect of any Series of Securities, the applicable Issue Terms specifies that "Inconvertibility Event Provisions" are applicable, this Condition 34 (*Inconvertibility Events*) shall apply in respect of such Securities.
- 34.2 If, at any time during the term of such Series of Securities, the Determination Agent determines, acting in good faith and a commercially reasonable manner, that an Inconvertibility Event has occurred, it will inform the Issuer of the occurrence of such event. Following the determination by the Determination Agent of the occurrence of an Inconvertibility Event, the Issuer shall, not more than 15 Business Days after the occurrence of such an event, provide a notice (a "**Notice of Inconvertibility**") of the occurrence of such an event of inconvertibility to the holders of the Securities in accordance with Condition 29 (*Notices*) electing either:
- (a) If "**Converted Payment**" is specified in the applicable Issue Terms: to continue making any payments due under such Securities until the Maturity Date, in which case, any amount due under such Securities shall be converted from the Relevant Currency into the Inconvertibility Specified Currency at the Fallback FX Spot Rate determined by the Determination Agent in its reasonable discretion; or
 - (b) If "**Early Redemption**" is specified in the applicable Issue Terms: to early terminate the Securities on a specified date (such date, the "**Inconvertibility Early Redemption Date**"), in which case the Securities shall early redeem at the Inconvertibility Early Redemption Amount on such Inconvertibility Early Redemption Date. The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amount; or
 - (c) If "**Suspended Payment**" is specified in the applicable Issue Terms: to suspend the payment until such number of Business Days as are specified in the applicable Issue Terms after the Determination Agent has notified the Issuer that, in the Determination Agent's reasonable discretion, the Inconvertibility Event has ceased or is no longer in effect.

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provided that the Issuer may, at any time from and including the Trade Date to and including the Maturity Date, subsequent to the despatch of a notice electing one of the selected options other than "Early Redemption", dispatch a second notice electing "Early Redemption", **provided that** such option was specified as applicable in the applicable Issue Terms, in which case the Securities will be redeemed in accordance with the terms of "Early Redemption" above and the date specified in such notice will be the Inconvertibility Early Redemption Date.

For the avoidance of doubt, failure to deliver such notice or the failure of the recipient to receive such notice will not affect the Issuer's ability to make payments according to the option it selected.

34.3 Definitions:

An "**Inconvertibility Event**" shall be deemed to have occurred if from (and including) the Trade Date to (and including) the Maturity Date, any event or circumstance occurs that generally makes it, in the reasonable discretion of the Determination Agent, impossible, unlawful or impracticable for the Issuer, the Determination Agent or any of its Affiliates for any reason beyond their reasonable control:

- (a) to convert the Relevant Currency into the Inconvertibility Specified Currency or the Inconvertibility Specified Currency into the Relevant Currency (whether directly or through a cross exchange rate) through customary legal channels; or
- (b) to determine the rate of conversion of the Inconvertibility Specified Currency into the Relevant Currency or the Relevant Currency into the Inconvertibility Specified Currency or
- (c) to transfer, or make a payment in, or delivery of, the Relevant Currency from or to, outside, or inside, of the Relevant Jurisdiction, in each case under (i), (ii) or (iii), in an amount up to the total amount of payment due to be made by the Issuer under the Securities; or
- (d) to determine a rate at which any Relevant Currency can be lawfully exchanged for U.S. Dollars; or
- (e) to convert any Relevant Currency into U.S. Dollars; or
- (f) to exchange or repatriate any funds outside of any jurisdiction in which any of the Relevant Underlying, or each Basket Component, is issued; or
- (g) for the Issuer or any of its Affiliates to hold, purchase, sell or otherwise deal in any Securities, or any other property in order for the Issuer or any of its Affiliates to perform any related hedging arrangement, or for the purposes of the Issuer or the Issuer's obligations in respect of any Securities;

"**Basket Component**" has the meaning given to such term in Section 1 (*General*) of the Additional Terms and Conditions;

"**Inconvertibility Early Redemption Amount**" means in respect of any Security:

- (i) an amount specified as such in the applicable Issue Terms;
- (ii) if "**Early Redemption Amount Less Costs**" is specified in the applicable Issue Terms, an amount equal to (i), the Early Redemption Amount (as defined in Condition 2.1 (*Definitions*)), (ii) converted from the Relevant Currency into the Inconvertibility Specified Currency at the exchange rate (expressed as a number of the Relevant Currency per one unit of the Inconvertibility Specified Currency) determined by the Determination Agent in its reasonable discretion for settlement on or about the relevant payment date and (iii) less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate in respect of break funding costs for the Issuer term financing associated with such early redemption of the Securities, in each case as calculated by the Determination Agent in its reasonable discretion;
- (iii) if "**Early Redemption Amount**" is specified in the applicable Issue Terms, an amount equal to the Early Redemption Amount (as defined in Condition 2.1 (*Definitions*)) converted from the Relevant Currency into the Inconvertibility Specified Currency at the exchange rate (expressed

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as a number of the Relevant Currency per one unit of the Inconvertibility Specified Currency) determined by the Determination Agent in its reasonable discretion for settlement on or about the relevant payment date, as calculated by the Determination Agent in its reasonable discretion;

- (iv) if "**Fair Market Value Less Costs**" is specified in the applicable Issue Terms, an amount, in the Inconvertibility Specified Currency, equal to the fair market value of such Securities (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the Inconvertibility Early Redemption Date), less the proportion attributable to that Security of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements or in respect of break funding costs for the Issuer's term financing associated with such early redemption of the Securities, in each case as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in these Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities; or
- (v) if "**Fair Market Value**" is specified in the applicable Issue Terms, an amount, in the Inconvertibility Specified Currency, equal to the fair market value of such Securities (including, if applicable, any accrued but unpaid interest), on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the Inconvertibility Early Redemption Date), as calculated by the Determination Agent in its reasonable discretion. For the avoidance of doubt, notwithstanding anything to the contrary in these Conditions, no separate amount in respect of accrued but unpaid interest will be payable on redemption of the Securities.

"Fallback FX Spot Rate" means the relevant currency exchange rate determined in accordance with the applicable Settlement Rate Option and, if a Settlement Rate Option is not applicable, the currency exchange rate at the time at which such rate is to be determined for foreign exchange transactions in the Specified Currency or the Inconvertibility Specified Currency for value on the relevant Inconvertibility Early Redemption Date, as determined in good faith and in a commercially reasonable manner by the Determination Agent;

"Inconvertibility Specified Currency" means the currency specified in the applicable Issue Terms;

"Relevant Currency" means the currency as specified in the applicable Issue Terms, and, if none is specified, the currency in (i) if the Relevant Underlying is an Index or a Basket of Indices, a Currency in which any of the securities which comprise any such Index is denominated, or (ii) in all other cases, the currency in which the Relevant Underlying (or any Basket Component) is denominated;

"Relevant Jurisdiction" means the jurisdiction as specified in the applicable Issue Terms; and

"Relevant Underlying" has the meaning given to such term in Section 1 (*General*) the Additional Terms and Conditions.

35. CNY DISRUPTION EVENTS

35.1 If this Condition 35.1 (*CNY Disruption Events*) is specified as applicable in the applicable Issue Terms, in the event that a CNY Disruption Event, as determined by the Determination Agent in its reasonable discretion, occurs on or prior to any date on which a payment is scheduled to be made under a CNY Security (including, but not limited to, an Interest Payment Date or the Maturity Date) and such CNY Disruption Event is continuing on such date (any such CNY Security so affected, an "**Affected CNY Security**"), the following terms will apply:

- (a) first, payments under the Affected CNY Security shall be postponed to two Hong Kong Business Days after the date on which the CNY Disruption Event ceases to exist, unless that CNY Disruption Event continues to exist for 14 consecutive calendar days from the original date that, but for the occurrence of the CNY Disruption Event, would have been the date for such payments (which payment date may be, but is not limited to, an Interest Payment Date or the Maturity Date). In that case, the provisions of sub-paragraph (b) below will apply on the day immediately following the lapse of such 14 calendar day period; and

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- (b) second, the relevant payment obligations under the Affected CNY Security shall be replaced by an obligation to pay an amount equal to the amount that would be due in CNY under the Affected CNY Security converted into an amount in USD as calculated by the Determination Agent in its reasonable discretion. All the payments hereunder shall be made in USD on the relevant Non-Deliverable Substitute Settlement Date. For the avoidance of doubt, this subparagraph (b) shall only apply to any payment which is scheduled to occur on a date (which may be, but is not limited to, the Maturity Date or an Interest Payment Date) that is affected by the CNY Disruption Event and shall not affect any payments falling due on any other dates.

35.2 For the purpose of this Condition 35 (*CNY Disruption Events*):

"CNY Disruption Event" means any of CNY Illiquidity, CNY Inconvertibility or CNY Non-Transferability.

"CNY Illiquidity" means, as determined by the Determination Agent in its reasonable discretion, the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer to obtain a firm quote of an offer price in respect of an amount in CNY equal to the then aggregate outstanding principal amount (in the case of Notes) or aggregate outstanding Specified Unit Value (in the case of Certificates) of the relevant Affected CNY Securities, any interest or any other amount to be paid under such Securities (the **"Relevant Disrupted Amount"**), during the term of such Securities, either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such Relevant Disrupted Amount, in the general CNY exchange market in each Offshore CNY Centre in order to perform its obligations under the Affected CNY Securities.

"CNY Inconvertibility" means, as determined by the Determination Agent in its reasonable discretion, the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer to convert an amount of CNY no less than the Relevant Disrupted Amount into or from USD in the general CNY exchange market in each Offshore CNY Centre.

"CNY Non-Transferability" means, as determined by the Determination Agent in its reasonable discretion, the occurrence in each Offshore CNY Centre of any event that makes it impossible (where it had previously been possible) for the Issuer to transfer CNY (a) between accounts inside the Offshore CNY Centre, (b) from an account inside the Offshore CNY Centre to an account outside such Offshore CNY Centre and outside mainland China, or (c) from an account outside an Offshore CNY Centre and outside mainland China to an account inside the Offshore CNY Centre. For the purpose of CNY Non-Transferability and Hong Kong as an Offshore CNY Centre only, a segregated Chinese Renminbi fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong.

"Hong Kong Business Day" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close in Hong Kong.

"Non-Deliverable Substitute Settlement Date" means, subject to adjustment in accordance with the provisions of Condition 35.1(b) and/or any Business Day Convention applicable to the terms of an Affected CNY Security, the day determined by the Determination Agent which shall be as soon as practicable following the date on which the relevant payment was scheduled to be made in respect of such Affected CNY Security, and which shall be in no event later than two (2) Hong Kong Business Days after the date on which the amount payable in USD in respect of such Affected CNY Security is determined by the Determination Agent pursuant to Condition 35.1(b).

"Offshore CNY Centre" means Hong Kong, or such other CNY Centre as specified in the applicable Issue Terms.

For the avoidance of doubt, references to "general CNY exchange market in each Offshore CNY Centre" in the definitions of CNY Illiquidity and CNY Inconvertibility refers to purchase, sale, lending or borrowing of CNY for general purpose (including, but not limited to, funding), and therefore any purchase or sale of CNY where such CNY is required by relevant laws or regulations for settlement of any cross-border trade transaction with an entity in mainland China, or any purchase or sale of CNY for

personal customers residing in each such Offshore CNY Centre, would not be purchase or sale made in such general CNY exchange market.

36. SUBSTITUTION

36.1 Substitution of Issuer with Morgan Stanley Group entities

Subject to the conditions set out in this Condition 36 (*Substitution*), but without the consent of Securityholders, each Issuer may, where the Issuer is:

- (a) Morgan Stanley, substitute a subsidiary of Morgan Stanley in place of Morgan Stanley as principal debtor under the Securities, provided that any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of Morgan Stanley as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against Morgan Stanley (as guarantor);
- (b) MSI plc, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSI plc as principal debtor under the Securities, provided that, unless Morgan Stanley is the substitute issuer, any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSI plc as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against MSI plc (as guarantor);
- (c) MSBV, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSBV as principal debtor under the Securities, provided that, unless Morgan Stanley is the substitute issuer, any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of Morgan Stanley as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against Morgan Stanley (as guarantor);
- (d) MSFL, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSFL as principal debtor under the Securities, provided that, unless Morgan Stanley is the substitute issuer, any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of Morgan Stanley as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against Morgan Stanley (as guarantor); or
- (e) MSESE, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSESE as principal debtor under the Securities, provided that, unless Morgan Stanley is the substitute issuer, any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSESE as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against MSESE (as guarantor).

- (f) Notwithstanding the foregoing, in the case of Securities listed and/or admitted to trading on Borsa Italiana trading venues, the original Issuer shall continue to be unconditionally and irrevocably liable for the obligations of any substitute as principal obligor in respect of such Securities together with and to the same extent as the substitute.

36.2 Substitution of Issuer or Guarantor with non Morgan Stanley Group entities

If this Condition 36.2 is specified in the Issue Terms to be applicable to a Series of Securities, subject to the conditions set out in this Condition 36, including the rights of Securityholders under Condition 36.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*), but without the consent of Securityholders, the Issuer or the Guarantor (in the case of MSBV or MSFL Securities) may, in the event that the Issuer or the Guarantor (as the case may be) has determined that any of the following events has occurred in respect of the Issuer or the Guarantor (as the case may be): an insolvency, receivership or equivalent event under the jurisdiction of the Issuer or the Guarantor (as the case may be); a divestment mandated for regulatory reasons; any action being required to satisfy any regulatory licensing requirements; or a change of control (each a "**Substitution Event**"), substitute for itself any entity which is not a Morgan Stanley Group entity, provided that such entity has a long term credit rating from at least one rating agency of standard application on the international capital markets (including but not limited to S&P, Moody's and Fitch) which is at least as high as the long term credit rating of the relevant Issuer or Guarantor (as the case may be) being substituted immediately prior to the occurrence of the relevant Substitution Event). Notwithstanding the foregoing, for any Series of Securities in respect of which Morgan Stanley is the Issuer, Morgan Stanley may not be substituted as Issuer with any entity which is not a Morgan Stanley Group entity within one year of the Issue Date of such Securities.

Notwithstanding the foregoing, in the case of Securities listed and/or admitted to trading on Borsa Italiana trading venues, the original Issuer or the original Guarantor, as the case may be, shall continue to be unconditionally and irrevocably liable for the obligations of any substitute Issuer or substitute Guarantor as principal obligor in respect of such Securities together with and to the same extent as the substitute Issuer or the substitute Guarantor.

36.3 Conditions to substitution

Substitution of an Issuer or Guarantor for another entity (the "**Substitute**") as provided in Condition 36.1 (*Substitution of Issuer with Morgan Stanley Group entities*) or 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*) above (as applicable) are subject to the following conditions:

- (a) the Substitute becoming party to the Issue and Paying Agency Agreement or, in the case of French Law Securities, the French Agency Agreement with any appropriate consequential amendments, as if it had been an original party to it in place of the relevant Issuer or the Guarantor (as the case may be);
- (b) the Substitute is validly existing under the laws under which it is established or incorporated, has capacity to assume all rights, obligations and liabilities under the Securities, receipts, coupons and Guarantee, as applicable, and has obtained all necessary corporate authorisations to assume all such rights, obligations and liabilities under the Securities or Guarantee (as applicable);
- (c) the Substitute has obtained all necessary governmental or regulatory approvals and consents for the performance by it of its obligations in connection with the Securities or Guarantee (as applicable) and that all such approvals and consents are in full force and effect and that the Substitute and the Securities comply with all applicable requirements of the Securities Act;
- (d) in the case of substitution of an Issuer or Guarantor pursuant to Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*) above only:
 - (i) the Substitute and the relevant Issuer having obtained (a) legal opinions from independent legal advisers of recognised standing in the country of incorporation of the Substitute and, with respect to English Law Securities, under English law, or, with respect to French Law Securities, under French law, that the obligations of the

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Substitute, in the case of a substitution of an Issuer, under the Securities and the relevant Deed of Covenant, or, in New York in the case of a substitution of the Guarantor under the Deed of Guarantee, are legal, valid and binding obligations of the Substitute and (b) in the case of the substitution of the Issuer which is MSBV or MSFL (or any substitute thereof), a legal opinion from an independent legal adviser in New York of recognised standing, that the Deed of Guarantee will apply to the Substitute *mutatis mutandis* as it applies to the Issuer prior to the substitution and will constitute legal, valid and binding obligations of the Guarantor, in respect of the Substitute, provided that no opinion as referred to in this sub paragraph (d) shall be required where the Substitute is the Guarantor with respect to MSBV Securities or MSFL Securities; and

- (ii) if the relevant Securities are rated at the relevant time, the Substitute has obtained, prior to the substitution date, acknowledgement from the relevant rating agencies that the substitution will not result in whole or in part in a withdrawal, downgrading, placement in creditwatch or negative outlook of the Securities;
- (e) the Fiscal Agent has confirmed to the relevant Issuer or Guarantor (as the case may be) that it has completed its relevant "know your customer" requirements on the proposed Substitute;
- (f) such substitution being permitted by the rules of any stock exchange on which the Securities are listed and each such stock exchange confirming that, following the proposed substitution of the Substitute, the Securities will continue to be listed on such stock exchange;
- (g) no payment in respect of the Securities, receipts and coupons is overdue at the relevant time;
- (h) at the time of any such substitution, the Substitute is in a position to fulfil all payment obligations arising from or in connection with the Securities in freely convertible and transferable lawful money without the necessity of any taxes or duties to be withheld at source, and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions;
- (i) if appropriate, the Substitute appointing a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Securities;
- (j) in respect of Securities which benefit from the Guarantee, such Securities shall continue to benefit from the Guarantee following substitution of the Issuer and/or the Guarantor (as the case may be), pursuant to this Condition 36;
- (k) in respect of Nordic Securities, the relevant NCSD has given its consent to the substitution; and
- (l) in respect of French Law Securities:
 - (i) the substitution not being materially prejudicial to the interests of the Securityholders;
 - (ii) a supplement to the Base Prospectus or a new base prospectus, as the case may be, being published to provide information regarding the Substitute becoming the new issuer or new guarantor (as the case may be) in accordance with the Prospectus Regulation; and
 - (iii) all consents and approvals as required having been obtained and that the Substitute and the Securities comply with all applicable requirements under French law.

36.4 Reference in the Conditions to the Issuer or the Guarantor (as the case may be)

In the event of a substitution pursuant to this Condition 36, any reference in the Conditions to the relevant Issuer or the Guarantor (as the case may be) shall be construed as a reference to the entity substituted.

36.5 Notification to Securityholders of substitutions with Morgan Stanley Group entities

The relevant Issuer shall as soon as reasonably practicable, and in any event not more than 15 Business Days after the date on which a substitution pursuant to Condition 36.1 (*Substitution of Issuer with Morgan Stanley Group entities*) has taken place, notify Securityholders of such substitution in accordance with Condition 29 (*Notices*).

36.6 Right to Redemption in respect of substitutions with non Morgan Stanley Group entities

- (a) With respect to the right of substitution referred to in Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*), the Issuer shall provide at least 60 calendar days' notice of any substitution under such Condition to Securityholders in accordance with Condition 29 (*Notices*). Securityholders who object to the substitution will have the right to require the Issuer to redeem their Securities at a price determined in accordance with the provisions of this Condition 36.6, by providing notice of their intention to exercise such right in the manner set out in this Condition 36.6 (the "**Right to Redemption**").
- (b) The redemption of any Securities in respect of which the Right to Redemption has been exercised by Securityholders shall take place 10 Business Days prior to the relevant substitution becoming effective (the "**Substitution Redemption Date**"). The Issuer shall redeem any Securities in respect of which the Right to Redemption has been exercised at a price equal to (i) in the case of Securities the terms of which provide for the repayment in full of principal at maturity, the Replacement Value of such Securities or (ii) in every other case, the fair market value of such Securities on the day on which the relevant Right to Redemption Notice is deposited, in accordance with the provisions of this Condition 36.6, as determined by the Determination Agent in its reasonable discretion, together with interest (if any) accrued to such date (to the extent that such interest is not otherwise taken into account in determining the fair market value of such Securities).

For the purpose of this Condition 36.6, "**Replacement Value**" means an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at the day on which the relevant Right to Redemption Notice is deposited in accordance with the provisions of this Condition 36.6 to be the amount that a Qualified Financial Institution would charge to assume all of the Issuer's payment and other obligations with respect to the Securities as if the relevant Substitution Event described in Condition 36.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*) and the substitution described in this Condition 36 had not occurred or to undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Securityholder with respect to the Securities.

- (c) In order to exercise the option contained in this Condition 36.6 the holder of a Security (other than an Uncertificated Security) must, not less than 15 Business Days before the date on which the substitution is due to take place (the "**Substitution Date**"), deposit such Security (together with all unmatured Coupons relating thereto) with the Registrar, and a duly completed Right to Redemption Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Security is so deposited shall deliver a duly completed Right to Redemption Receipt to the depositing Securityholder. In respect of Nordic Securities, the Right to Redemption Notice shall not take effect against the Issuer before the date on which the relevant Nordic Securities have been transferred to the account designated by the Nordic Issuing Agent and blocked for further transfer by the relevant Nordic Issuing Agent. No Security, once deposited with a duly completed Right to Redemption Notice in accordance with this Condition 36.6, may be withdrawn; provided, however, that if, prior to the relevant Substitution Redemption Date, any such Security becomes due and payable or, upon due presentation of any such Security on the relevant Substitution Redemption Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Securityholder at such address as may have been given by such Securityholder in the relevant Right to Redemption Notice and shall hold such Security at its Specified Office for collection by the depositing Securityholder against surrender of the relevant Right to Redemption Receipt. For so long as any outstanding Security is held by a Paying Agent in accordance with this Condition 36.6, the depositor of such Security and not such Paying Agent shall be deemed to be the holder of such Security for all purposes.
- (d) In order to exercise the option contained in this Condition 36.6 the holder of an Uncertificated Security must, not less than 15 Business Days before the relevant Substitution Date, deposit with the Euroclear

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Registrar a duly completed Right to Redemption Notice in the form obtainable from the Euroclear Registrar. The Euroclear Registrar with which a Right to Redemption Notice is so deposited shall deliver a duly completed Right to Redemption Receipt to the depositing Securityholder. Once deposited a duly completed Right to Redemption Notice may not be withdrawn; provided, however, that if, prior to the relevant Substitution Redemption Date, the related Security becomes due and payable or, upon the relevant Substitution Redemption Date, payment of the redemption moneys is improperly withheld or refused, the Euroclear Registrar shall mail notification thereof to the depositing Securityholder at such address as may have been given by such Securityholder in the relevant Right to Redemption Notice and the relevant depositing Securityholder and not the Euroclear Registrar shall be deemed to be the holder of such Security for all purposes in such case.

- (e) Notwithstanding the foregoing, in respect of any Series of Securities for which Morgan Stanley is the Issuer, Securityholders shall only have the right to submit a Right to Redemption Notice from the date which is one calendar year after the Issue Date of such Securities.
- (f) Any payments made to Securityholders in accordance with this Condition 36.6 shall be made in accordance with the provisions of Condition 17 (*Payments - Registered Securities*) or Condition 18 (*Payments - Uncertificated Securities*), as applicable.

36.7 Tax Consequences of substitution

If the Issuer substitutes an entity in place of the Issuer as principal debtor under the Securities, the tax consequences (including the withholding tax consequences) of holding the Securities may change. Except as provided in Condition 21.1 (*Additional Amounts*), if withholding is required on the Securities, no additional amounts will be required to be paid.

37. REPRESENTATIONS AND ACKNOWLEDGEMENTS BY SECURITYHOLDERS

Each Securityholder shall be deemed to represent and acknowledge to the Issuer on acquiring any Securities that:

- (a) neither the Issuer nor any Affiliate or any of their agents is acting as a fiduciary for it or provides investment, tax, accounting, legal or other advice in respect of the Securities and that such Securityholder and its advisers are not relying on any communication (written or oral and including, without limitation, opinions of third party advisers) of the Issuer or any Affiliate as (i) legal, regulatory, tax, business, investment, financial, accounting or other advice, (ii) a recommendation to invest in any Securities or (iii) an assurance or guarantee as to the expected results of an investment 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 any such advice, recommendation, assurance or guarantee and should be independently confirmed by the recipient and its advisers prior to making any such investment);
- (b) such Securityholder (i) has consulted with its own legal, regulatory, tax, business, investments, financial and accounting advisers to the extent that it has deemed necessary, and has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Issuer or any Affiliate or any of their agents and (ii) is acquiring the Securities with a full understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks; and
- (c) the Issuer and/or any Affiliates may have banking or other commercial relationships with issuers of any securities to which the Securities relate and may engage in proprietary trading in any securities, indices, fund interests or other property to which the Securities relate or options, futures, derivatives or other instruments relating thereto (including such trading as the Issuer and/or any Affiliate deem appropriate in their reasonable discretion to hedge the market risk on the Securities and other transactions between the Issuer and/or any Affiliates and any third parties), and that such trading (i) may affect the price or level thereof and consequently the amounts payable under the Securities and (ii) may be effected at any time, including on or near any Valuation Date, Observation Date, Interest Determination Date, Determination Date or Averaging Date.

38. ACKNOWLEDGEMENT OF BAIL-IN (ENGLISH LAW SECURITIES)

This Condition 38 only applies to MSESE Securities that are English Law Securities.

38.1 Agreement and acknowledgement with respect to the exercise of the Bail-In Power in respect of MSESE Securities:

- (A) Notwithstanding any other term of these Conditions or any other agreements, arrangements, or understanding between the Issuer and the Securityholders, each Securityholder acknowledges and accepts that amounts due under MSESE Securities may be subject to the exercise of the Bail-in Power by the Relevant Resolution Authority and acknowledges and accepts to be bound by any Bail-in Action and the effects thereof (including any variation, modification and/or amendment to the Conditions may be necessary to give effect to any such Bail-in Action), which may include, without limitation:
- (1) reduction, in full or in part, of the amounts due under the MSESE Securities;
 - (2) the cancellation of the MSESE Securities;
 - (3) the amendment or alteration of the term of the MSESE Securities or amendment of any amounts payable on the MSESE Securities, or the date on which any such amounts become payable, including by suspending payment for a temporary period; and/or
 - (4) a conversion of all, or a portion of, the amounts due under the MSESE Securities into shares or other instruments of ownership, in which case each Securityholder acknowledges and accepts that any such shares or other instruments of ownership may be issued to or conferred upon it as a result of the Bail-in Action.
- (B) Each Securityholder acknowledges and accepts that this provision is exhaustive on the matters described herein to the exclusion of any other agreements, arrangements or understanding between the Issuer and the Securityholders relating to the subject matter of this Condition 38 (*Acknowledgement of Bail-in (English Law Securities)*) and that no further notice shall be required in to order to give effect to the matters described herein.
- (C) The acknowledgements and acceptances contained in (A) and (B) above will not apply if:
- (1) the Relevant Resolution Authority determines that the liabilities arising under the MSESE Securities may be subject to the exercise of the Bail-in Power pursuant to the law of the third country governing such liabilities or a binding agreement concluded with such third country and in either case the Bail-in Regulations have been amended to reflect such determination; and/or
 - (2) the Bail-in Regulations have been repealed or amended in such a way as to remove the requirement for the acknowledgements and acceptances contained in (A) and (B) above.

38.2 For the purposes of this Condition 38 (*Acknowledgement of Bail-in (English Law Securities)*):

- (A) "**Bail-in Action**" means the exercise of any Bail-in Power by the Relevant Resolution Authority in respect of all amounts due under the MSESE Securities.
- (B) "**Bail-in Power**" means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with any laws, regulations, rules or requirements in effect in Germany (together, the "**Bail-in Regulations**"):
- (1) relating to the transposition of the BRRD as amended from time to time, including but not limited to, the German Act on Recovery and Resolution of Institutions and Financial Groups (Recovery and Resolution Act) (*Gesetz zur Sanierung und*

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Abwicklung von Instituten und Finanzgruppen (Sanierungs- und Abwicklungsgesetz – SAG)) as amended from time to time ("SAG"), and the instruments, rules and standards created thereunder,

- (2) constituting or relating to the SRM Regulation as amended from time to time, and
- (3) any other laws, regulations, rules or requirements arising under German law, and the instruments, rules, and standards created thereunder,

in each case, pursuant to which the obligations of a regulated entity (or other affiliate of a regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person.

A reference to "regulated entity" is, with respect to the SAG, to any German CRR-credit institution, CRR-investment firm (as such terms are defined in Section 1 SAG) and related group companies and, with respect to the SRM Regulation, to any entity referred to in Article 2 of the SRM Regulation.

- (C) "**BRRD**" means Directive 2014/59/EU of the European Parliament and of the Council on 15 July 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms.
- (D) "**Relevant Resolution Authority**" means any resolution authority authorized to exercise a Bail-in Power pursuant to the Bail-in Regulations from time to time.
- (E) "**SRM Regulation**" means 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 a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.

39. AGREEMENT WITH RESPECT TO THE EXERCISE OF UK BAIL-IN POWER WITH RESPECT TO MSI PLC SECURITIES

This Condition 39 only applies to MSI plc Securities that are French Law Securities.

39.1 Acknowledgement:

Notwithstanding any other agreements, arrangements, or understandings between MSI plc and any Securityholder or beneficial owner of MSI plc Securities, by purchasing or acquiring the MSI plc Securities, each Securityholder (including each beneficial owner) of MSI plc Securities acknowledges, accepts, agrees to be bound by and consents to the effect of the exercise of any UK bail-in power by the relevant UK resolution authority that may include and result in any of the following, or some combination thereof:

- (A) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, MSI plc Securities or any other outstanding amounts due under or in respect of MSI plc Securities;
- (B) the conversion of all, or a portion, of the principal amount of, or interest on, MSI plc Securities into shares or other securities or other obligations of MSI plc or another person (and the issue to or conferral on the Securityholder of such shares, securities or obligations); and/or
- (C) the amendment or alteration of the maturity of MSI plc Securities, or amendment of the amount of interest due on MSI plc Securities, or the dates on which interest becomes payable, including by suspending payment for a temporary period; any UK bail-in power may be exercised by means of variation of the terms of MSI plc Securities solely to give effect to the exercise by the relevant UK resolution authority of such UK bail-in power.

With respect to (A), (B) and (C) above, references to principal and interest shall include payments of principal and interest that have become due and payable (including principal that has become due and payable at the maturity date), but which have not been paid, prior to the exercise of any UK bail-in power.

Each Securityholder and each beneficial owner of MSI plc Securities further acknowledges and agrees that the rights of the Securityholder and/or beneficial owners under MSI plc Securities are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any UK bail-in power by the relevant UK resolution authority.

39.2 UK bail-in power:

For these purposes, a "**UK bail-in power**" is any write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to MSI plc and the MSI plc Group, including but not limited to any such laws, regulations, rules or requirements which are implemented, adopted or enacted within the context of a UK resolution regime under the U.K. Banking Act 2009 as the same has been or may be amended from time to time (whether pursuant to the Banking Reform Act 2013, secondary legislation or otherwise), pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, amended, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (and a reference to the "**relevant UK resolution authority**" is to any authority with the ability to exercise a UK bail-in power).

"**MSI plc Group**" means Morgan Stanley & Co. International plc and all of its subsidiary undertakings.

39.3 No repayment of the principal amount or interest of MSI plc Securities:

No repayment of the principal amount of MSI plc Securities or payment of interest on MSI plc Securities shall become due and payable after the exercise of any UK bail-in power by the relevant UK resolution authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by MSI plc under the laws and regulations of the United Kingdom applicable to MSI plc or other members of the MSI plc Group.

39.4 No Event of Default:

By its acquisition of MSI plc Securities, each Securityholder and each beneficial owner of MSI plc Securities acknowledges and agrees that:

- (i) the exercise of the UK bail-in power by the relevant UK resolution authority with respect to MSI plc Securities shall not give rise to an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Securityholder to any remedies which are hereby expressly waived; and
- (ii) it shall be deemed to have consented to the exercise of any UK bail-in power as it may be imposed without any prior notice by the relevant UK resolution authority of its decision to exercise such power with respect to MSI plc Securities.

39.5 Notice to Securityholders:

Upon the exercise of the UK bail-in power by the relevant UK resolution authority with respect to MSI plc Securities, MSI plc shall provide a written notice to the Securityholders in accordance with Condition 29 (*Notices*) as soon as practicable regarding such exercise of the UK bail-in power for purposes of notifying Securityholder of such occurrence. MSI plc shall also deliver a copy of such notice to the Fiscal Agent for information purposes only. Any delay or failure by MSI plc to give notice shall not affect the validity and enforceability of the UK bail-in power nor the effects on MSI plc Securities described in this Condition 39.

39.6 Duties of the Fiscal Agent:

Upon the exercise of any UK bail-in power by the relevant UK resolution authority, MSI plc and, by its acquisition of MSI plc Securities, each Securityholder (including each holder of a beneficial interest in MSI plc Securities) hereby agree that (a) the Fiscal Agent shall not be required to take any directions from Securityholder, and (b) the Agency Agreement shall impose no duties upon the Fiscal Agent whatsoever, in each case with respect to the exercise of any UK bail-in power by the relevant UK resolution authority.

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- 39.7 Notwithstanding the foregoing, if, following the completion of the exercise of the UK bail-in power by the relevant UK resolution authority, any MSI plc Securities remain outstanding (for example, if the exercise of the Bail-In Power results in only a partial write-down of the principal of MSI plc Securities), then the Fiscal Agent's duties under the Agency Agreement shall remain applicable with respect to MSI plc Securities following such completion to the extent that MSI plc and the Fiscal Agent shall agree pursuant to an amendment to the Agency Agreement.

40. GOVERNING LAW AND JURISDICTION

40.1 English Law Securities

This Condition 40.1 only applies in respect of English Law Securities.

- (a) **Governing Law:** The Securities and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law, save for the Form of Guarantee, which will be governed by New York law.
- (b) **Jurisdiction:** Each of Morgan Stanley, MSI plc, MSBV, MSFL and MSESE agrees for the benefit of the Securityholders that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Securities (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (c) **Appropriate Forum:** Each of Morgan Stanley, MSBV, MSFL and MSESE irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.
- (d) **Process Agent:** Each of Morgan Stanley, MSBV, MSFL and MSESE agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to (i) in the case of Morgan Stanley, MSBV and MSESE, Morgan Stanley & Co. International plc, 25 Cabot Square, Canary Wharf, London E14 4QA or, if different, its registered office for the time being and (ii) in the case of MSFL, Morgan Stanley (UK) Limited, 25 Cabot Square, Canary Wharf, London E14 4QA or, if different, its registered office for the time being or (iii) at any address of the relevant Issuer in Great Britain at which process may be served on it in accordance with Part 34 of the Companies Act 2006. If such Person is not or ceases to be effectively appointed to accept service of process on behalf of any Issuer, such Issuer shall, on the written demand of any Securityholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, appoint another Person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Securityholder shall be entitled to appoint such a Person by written notice addressed to the Issuer and delivered to the Issuer 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.

40.2 French Law Securities

This Condition 40.2 only applies in respect of French Law Securities.

- (a) **Governing Law:** The French Law Securities and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with French law (except in relation to the Issuer's right to repurchase Securities as specified in Condition 16.11 above), provided that, the Guarantee, will be governed by New York law.
- (b) **Jurisdiction:** Any claim against Morgan Stanley, MSI plc, MSBV, MSFL or MSESE as Issuer, or Morgan Stanley as Guarantor, in connection with any Securities may exclusively be brought before the competent courts in Paris.

41. RIGHTS OF THIRD PARTIES

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

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Section 1

GENERAL

1. Additional Terms and Conditions

These Additional Terms and Conditions ("**Additional Terms and Conditions**" or "**Additional Conditions**") contain additional terms and conditions which may be applicable to a Series of Securities if and to the extent so specified or indicated in the applicable Issue Terms, and which relate to, among other matters, amounts scheduled to be payable in respect of such Securities.

2. Linked Securities and Relevant Underlying(s)

As used herein, Equity-Linked Securities, Commodity-Linked Securities, Currency-Linked Securities, Inflation-Linked Securities, Fund-Linked Securities, Preference Share-Linked Securities, Futures Contract-Linked Securities and Multi Asset Basket Securities are collectively referred to as "**Linked Securities**" and, in relation to each Series of Linked Securities, "**Relevant Underlying**" means the share(s), equity index(es), exchange traded fund(s), commodity, commodity indices, currencies, inflation index(es), fund(s), preference shares of a company not affiliated to the Issuer futures contract(s) and/or constant maturity swap reference rate(s), specified in the applicable Issue Terms as the Share, the Basket of Shares, the Index (for Equity-Linked Securities), the Basket of Indices (for Equity-Linked Securities), the ETF Interest, the Basket of ETF Interests, the Commodity, the Basket of Commodities, the Commodity Index, the Basket of Commodity Indices (for Commodity-Linked Securities), the Currency Pair, the Inflation Index (for Inflation-Linked Securities), the Funds, the Basket of Fund Interests, the Preference Shares, the Futures Contract, the Basket of Futures Contracts, the CMS Reference Rate and, where the context so permits, each such share, index, exchange traded fund, commodity, commodity index, currency, inflation index, fund, fund interest, preference share, futures contract or constant maturity swap reference rate.

There may be different Relevant Underlyings for the purposes of the terms relating to interest in Sub-Section I (*Interest*) of Section 2 (*Interest and Redemption Terms*) below, the terms relating to early redemption in Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 (*Interest and Redemption Terms*) below, the terms relating to redemption at maturity in Sub-Section III (*Redemption at Maturity*) of Section 2 (*Interest and Redemption Terms*) below and the terms relating to early redemption in General Condition 16.12 (*Automatic Early Redemption Event*) (in each case as applicable), as specified in the applicable Issue Terms, and the Conditions (including, without limitation, these Additional Conditions and General Conditions 8 to 13 and General Condition 15, as applicable) shall be construed accordingly.

3. Single Underlying

Where certain provisions in these Additional Terms and Conditions are expressed as applying to Securities linked to a "**Single Underlying**", such provisions only apply to Linked Securities in respect of which the Relevant Underlying is comprised of (i) if such Securities are Share-Linked Securities, a single Share, (ii) if such Securities are Index-Linked Securities, a single Equity Index, (iii) if such Securities are ETF-Linked Securities, a single ETF Interest, (iv) if such Securities are Commodity-Linked Securities, a single Commodity or Commodity Index, (v) if such Securities are Currency-Linked Securities, a Currency Pair, (vi) if such Securities are Inflation-Linked Securities, a single Inflation Index, (vii) if such Securities are Fund-Linked Securities, a single Fund Interest, (viii) if such Securities are Preference Share-Linked Securities, a single Preference Share or (ix) if such Securities are Futures Contract-Linked Securities, a single Futures Contract and references to "**Single Underlying**" shall be to such Share, Equity Index, ETF Interest, Commodity, Commodity Index, Currency Pair, Inflation Index, Fund Interest, Preference Share or Futures Contract, as applicable.

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4. Basket and Basket Component

Where certain provisions in these Additional Terms and Conditions are expressed as applying to Securities linked to a "**Basket**", such provisions only apply to Linked Securities in respect of which the Relevant Underlying is comprised of (i) if such Securities are Share-Linked Securities, a basket of Shares, (ii) if such Securities are Index-Linked Securities, a basket of Equity Indices, (iii) if such Securities are ETF-Linked Securities, a basket of ETF Interests, (iv) if such Securities are Commodity-Linked Securities, a basket of Commodities or Commodity Indices, (v) if such Securities are Currency-Linked Securities, a basket of Currency Pairs, (vi) if such Securities are Fund-Linked Securities, a basket of Fund Interests, (vii) if such Securities are Futures Contract-Linked Securities, a basket of Futures Contracts, or (viii) if such Linked Securities are Multi Asset Basket Securities (and accordingly each applicable type of the foregoing Securities), a basket comprising any combination of the foregoing, and references to "**Basket**" shall be to such Shares, Equity Indices, ETF Interests, Commodities, Commodity Indices, Currency Pairs, Fund Interests or Futures Contracts, as applicable, and references to "**Basket Component**" shall be to each such Share, Equity Index, ETF Interest, Commodity, Commodity Index, Currency Pair, Fund Interest or Futures Contract, as applicable, which comprises the Basket.

5. Payment of interest

The terms relating to the payment of interest (if any) and redemption may be linked to the performance and/or value of the Relevant Underlying determined in a number of different ways which will be specified in the applicable Issue Terms by reference to particular provisions contained in these Additional Terms and Conditions.

6. Indicative Amounts

If the applicable Issue Terms provide that the Securities are (a) being offered to the public in circumstances requiring the prior publication of a prospectus under Regulation (EU) 2017/1129 or (b) being offered in a public offer in Switzerland that does not fall within an exemption from the requirement to publish a prospectus under the Swiss Federal Act on Financial Services, the applicable Issue Terms may specify an indicative amount, an indicative minimum amount, or an indicative maximum amount, or any combination of the foregoing, as applicable, in relation to any Specified Product Value which is not fixed or determined at the commencement of the Offer Period or Swiss Offer Period (as applicable). If so specified in the applicable Issue Terms, references in the Conditions to such Specified Product Value shall be construed as the amount, level, percentage, price, rate or value (as applicable) determined based on market conditions by the Determination Agent on or after the relevant date specified in the applicable Issue Terms, and is expected to be the indicative amount specified in the applicable Issue Terms (if so specified) but may be different from such indicative amount, and:

- (a) if an indicative minimum amount is provided in the applicable Issue Terms, the Specified Product Value will not be less than (or equal to) such indicative minimum amount; or
- (b) if an indicative maximum amount is provided in the applicable Issue Terms, the Specified Product Value will not be more than (or equal to) such indicative maximum amount; or
- (c) if both an indicative minimum amount and indicative maximum amount is provided in the applicable Issue Terms, the Specified Product Value will not be less than (or equal to) such indicative minimum amount and will not be more than (or equal to) such indicative maximum amount.

Notice of the relevant Specified Product Value will be published prior to the Issue Date and on the website of the Issuer and/or Distribution Agent as indicated in the applicable Issue Terms and the relevant amount, level, percentage, price, rate or value specified in such notice will be deemed to be the Specified Product Value.

For these purposes, "**Specified Product Value**" means any amount, level, percentage, price, rate or value which is specified in the Conditions as the amount, level, percentage, price, rate or value (as applicable) to be provided in the applicable Issue Terms (or phrases of similar import).

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7. Sections 2 to 6 of the Additional Terms and Conditions

In addition:

- (a) If the Securities are not Preference Share-Linked Securities, the applicable terms as to payment of interest (if any), early redemption and redemption at maturity will be as set out in Section 2 (*Interest and Redemption Terms*) below; and
- (b) If the Securities are Preference Share-Linked Securities, the applicable terms as to payment of interest (if any), early redemption and redemption at maturity will be as set out in Section 3 (*Additional Terms and Conditions for Preference Share-Linked Securities*) below,

provided that, in each case, the applicable Issue Terms should be read in conjunction with the General Terms and Conditions, which also contain applicable terms as to payment of interest (if any), early redemption and redemption at maturity.

For the purpose of determining values of the Relevant Underlying, provisions from among those contained in Section 4 (*Value Determination Terms*) of these Additional Terms and Conditions will be specified in the applicable Issue Terms.

For the purpose of determining values for the performance of the Relevant Underlying, provisions from among those contained in Section 5 (*Performance Determination Terms*) of these Additional Terms and Conditions will be specified in the applicable Issue Terms.

For the purpose of determining values for the performance of the Relevant Underlying, provisions from among those contained in Section 6 (*Commodity Reference Price*) of these Additional Terms and Conditions will be specified in the applicable Issue Terms.

The provisions set out in each of the following Sections 2 to 6 (inclusive) of these Additional Terms and Conditions which are, as specified in the applicable Issue Terms, applicable to a Series of Securities comprise additional Terms and Conditions forming part of the Conditions of the Securities of such Series.

Any reference to a numbered "**Paragraph**" in the following Sections 2 to 6 (inclusive) of these Additional Terms and Conditions shall be construed as a reference to the relevant Paragraph of these Additional Terms and Conditions contained in the relevant Section thereof.

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Section 2

INTEREST AND REDEMPTION TERMS

The terms set out in this Section 2 (*Interest and Redemption Terms*) will apply to a Series of Securities other than Preference Share-Linked Securities if, and to the extent, so specified in the applicable Issue Terms. The Final Terms or Pricing Supplement, as applicable, in respect of such a Series of Securities will be in the form set out under the "*Pro Forma Final Terms for Securities*" or the "*Pro Forma Pricing Supplement for Securities*", respectively, in the base prospectus relating to the Securities dated 10 July 2026 (as supplemented from time to time, the "**Base Prospectus**").

Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*) sets out provisions relating to the payment of interest which may be specified in the applicable Issue Terms.

Sub-Section II (*Automatic Early Redemption (Autocall)*) of this Section 2 (*Interest and Redemption Terms*) sets out provisions relating to early redemption which may be specified in the applicable Issue Terms.

Sub-Section III (*Redemption at Maturity*) of this Section 2 (*Interest and Redemption Terms*) sets out provisions relating to redemption at maturity which may be specified in the applicable Issue Terms.

Sub-Section IV (*Definitions*) of this Section 2 (*Interest and Redemption Terms*) sets out definitions which apply this Section 2 (*Interest and Redemption Terms*).

Sub-Section I

Interest

The terms set out in this Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*) will apply to a Series of Securities if, and to the extent, so specified in the applicable Issue Terms.

Capitalised terms not defined in this Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*) shall have the meaning given in Sub-Section IV (*Definitions*) of this Section 2 (*Interest and Redemption Terms*) or Condition 2.1 (*Definitions*) of the General Conditions.

More than one of the following terms set out in this Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*) (each, an "**Interest Basis**") may be applicable in respect of different Interest Periods and/or Interest Payment Dates in respect of any Series of Securities, as specified in the applicable Issue Terms. If "**Switchable Security Provisions**" or "**Automatic Change of Interest Basis**" is specified to be applicable in the applicable Issue Terms in relation to the Securities, then the Securities may (at the option of the Issuer, in the case where "**Switchable Security Provisions**" apply) or shall (in the case where "**Automatic Change of Interest Basis**" applies) have more than one interest basis applicable to different Interest Periods and/or Interest Payment Dates. In such case, the Interest Basis(es) applicable in relation to the particular type(s) of Securities and Interest Basis shall apply in respect of the relevant Interest Period(s) and/or Interest Payment Date(s) as specified in the applicable Issue Terms.

If the applicable Issue Terms specify "**Automatic Change of Interest Basis**" to be applicable, then the Rate of Interest in respect of an Interest Period and/or Interest Payment Date will be determined in accordance with the Interest Basis applicable to such Interest Period and/or Interest Payment Date, which will be in respect of:

- (i) the Interest Period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first succeeding Interest Payment Date after the Interest Commencement Date, the interest basis set forth in the Interest Basis Table in the column headed "Type of Securities" in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such first Interest Payment Date is scheduled to fall; and
- (ii) each successive Interest Period beginning on (and including) an Interest Period End Date and ending on (but excluding) next succeeding Interest Payment Date, the interest basis set forth in the Interest Basis Table in the column headed "Type of Securities" in the row corresponding to the date (specified in the

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column headed "Interest Payment Date(s)") on which such next succeeding Interest Payment Date (on which such Interest Period ends) is scheduled to fall.

Where "**Interest Basis Table**" means a table specified as such in the applicable Issue Terms.

The following Interest Basis(es) shall apply with respect to an Interest Period and/or Interest Payment Date if, in respect of the relevant Interest Period and/or Interest Payment Date, the applicable Issue Terms specify them to be applicable.

1.1 Fixed Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Fixed Rate Securities Provisions**" to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a fixed Rate of Interest in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions and the applicable Issue Terms.

1.2 Step-Up Securities and Step-Down Securities

(a) Step-Up Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Step-Up Securities**" to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions and the applicable Issue Terms **provided that** the Rate of Interest shall increase during the term of such Securities and shall, with respect to each Interest Period, be the Fixed Interest Rate specified with respect to that Interest Period in the applicable Issue Terms.

(b) Step-Down Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Step-Down Securities**" to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions and the applicable Issue Terms provided that the Rate of Interest shall decrease during the term of such Securities and shall, with respect to each Interest Period, be the Fixed Interest Rate specified with respect to that Interest Period in the applicable Issue Terms.

1.3 Fixed to Floating Rate Securities and Floating to Fixed Rate Securities

(a) Fixed to Floating Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Fixed to Floating Rate Securities**" to be applicable, interest shall accrue and be payable on the Securities of the relevant Series:

- (i) with respect to the first Interest Period, and such subsequent Interest Periods as are specified for this purpose in the applicable Issue Terms, at a fixed Rate of Interest in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions and the applicable Issue Terms; and
- (ii) with respect to each Interest Period thereafter, at a variable Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*) of the General Conditions and the applicable Issue Terms (and (save as provided in the applicable Issue Terms in relation to any particular provision) the other Floating Rate Security Provisions shall apply for such purposes).

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(b) Floating to Fixed Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Floating to Fixed Rate Securities"** to be applicable, interest shall accrue and be payable on the Securities of the relevant Series:

- (i) with respect to the first Interest Period, and such subsequent Interest Periods as are specified for this purpose in the applicable Issue Terms, at a variable Rate of Interest in accordance with Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) of the General Conditions and the applicable Issue Terms; and
- (ii) with respect to each Interest Period thereafter, at a fixed Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*) of the General Conditions and the applicable Issue Terms (and (save as provided in the applicable Issue Terms in relation to any particular provision) the other Fixed Rate Security Provisions shall apply for such purposes).

1.4 Floating Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Floating Rate Securities Provisions"** to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*) of the General Conditions (and (save as provided in the applicable Issue Terms in relation to any particular provision) the other Floating Rate Security Provisions) and the applicable Issue Terms.

1.5 Floored Floating Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Floored Floating Rate Securities"** to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*) of the General Conditions (and (save as provided in the applicable Issue Terms in relation to any particular provision) the other Floating Rate Security Provisions) and the applicable Issue Terms but being not less than the Minimum Rate of Interest applicable for the purposes of Condition 6.14 (*Maximum or Minimum Rate of Interest*) of the General Conditions as specified in the applicable Issue Terms.

1.6 Capped Floating Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Capped Floating Rate Securities"** to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*) of the General Conditions (and (save as provided in the applicable Issue Terms in relation to any particular provision) the other Floating Rate Security Provisions) and the applicable Issue Terms but not exceeding the Maximum Rate of Interest applicable for the purposes of Condition 6.14 (*Maximum or Minimum Rate of Interest*) of the General Conditions as specified in the applicable Issue Terms.

1.7 Collared Floating Rate Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Collared Floating Rate Securities"** to be applicable, interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.3 (*Accrual of interest*) of the General Conditions (and (save as provided in the applicable Issue Terms in relation to any particular provision) the other Floating Rate Security Provisions) and the applicable Issue Terms but not exceeding the Maximum Rate of Interest and being not less than the Minimum Rate of Interest, in each case as applicable for the purposes of Condition 6.14

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(*Maximum or Minimum Rate of Interest*) of the General Conditions as specified in the applicable Issue Terms.

1.8 Range Accrual Securities

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Range Accrual Securities**" to be applicable, interest shall accrue on the Securities of the relevant Series in respect of each Interest Period (subject as specified in the applicable Issue Terms) and shall be payable in arrear on each Interest Payment Date (subject as specified in the applicable Issue Terms), being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Coupon Rate} \times \frac{\text{Number of Observation Days (Accrual Condition Satisfied)}}{\text{Total Number of Observation Days}} \times \text{Day Count Fraction}$$

Provided that if the Securities are specified in the applicable Issue Terms as being:

- (i) "**Floored Range Accrual Securities**", interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with this Paragraph 1.8 and the applicable Issue Terms but not being less than the *Minimum Rate of Interest* applicable for the purposes of Condition 6.14 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Issue Terms;
- (ii) "**Capped Range Accrual Securities**", interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with this Paragraph 1.8 and the applicable Issue Terms but not exceeding the *Maximum Rate of Interest* applicable for the purposes of Condition 6.14 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Issue Terms;
- (iii) "**Collared Range Accrual Securities**", interest shall accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with this Paragraph 1.8 and the applicable Issue Terms but not exceeding the *Maximum Rate of Interest* and being not less than the *Minimum Rate of Interest*, in each case as applicable for the purposes of Condition 6.14 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Issue Terms,

and for the purposes of the above proviso, the "**Rate of Interest**" means the rate of interest determined by the Determination Agent from the product of (i) the Coupon Rate, and (ii) the Number of Observation Days (Accrual Condition Satisfied), divided by the Total Number of Observation Days in such Accrual Period.

Where:

"**Accrual Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Accrual Business Day Centre specified in the applicable Issue Terms, and if "**Accrual Business Day Centre**" is specified to be or to include: (i) "**U.S. Government Securities Business Day**", then "Accrual Business Day" shall also be any day other than a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities; or (ii) "**T2**" or "**TARGET Settlement Day**", then "Accrual Business Day" shall include a TARGET Settlement Day;

"**Accrual Business Day Centre**" means the city or cities specified as such in the applicable Issue Terms;

"**Accrual Condition**" means, and will be satisfied on any Accrual Observation Day in an Accrual Period if, as determined by the Determination Agent, the Accrual Reference Observation is:

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- (i) if the applicable Issue Terms specify **"Single Barrier Range Accrual"** to be applicable and specify:
 - (A) **"Accrual Reference Observation greater than Coupon Barrier Value"**, greater than Coupon Barrier Value; or
 - (B) **"Accrual Reference Observation greater than or equal to Coupon Barrier Value"**, greater than or equal to Coupon Barrier Value; or
 - (C) **"Accrual Reference Observation less than Coupon Barrier Value"**, less than Coupon Barrier Value; or
 - (D) **"Accrual Reference Observation less than or equal to Coupon Barrier Value"**, less than or equal to Coupon Barrier Value; or
 - (E) **"Accrual Reference Observation equal to Coupon Barrier Value"**, equal to Coupon Barrier Value; or
- (ii) if the applicable Issue Terms specify **"Dual Barrier Range Accrual"** to be applicable and specify:
 - (A) **"Accrual Reference Observation greater than Lower Barrier Value"**, greater than Lower Barrier Value; or
 - (B) **"Accrual Reference Observation greater than or equal to Lower Barrier Value"**, greater than or equal to Lower Barrier Value; or
 - (C) **"Accrual Reference Observation less than Lower Barrier Value"**, less than Lower Barrier Value; or
 - (D) **"Accrual Reference Observation less than or equal to Lower Barrier Value"**, less than or equal to Lower Barrier Value; and
- (iii) the applicable Issue Terms specify that:
 - (A) **"Accrual Reference Observation greater than Upper Barrier Value"**, greater than Upper Barrier Value; or
 - (B) **"Accrual Reference Observation greater than or equal to Upper Barrier Value"**, greater than or equal to Upper Barrier Value; or
 - (C) **"Accrual Reference Observation less than Upper Barrier Value"**, less than Upper Barrier Value; or
 - (D) **"Accrual Reference Observation less than or equal to Upper Barrier Value"**, less than or equal to Upper Barrier Value.

"Accrual Observation Day" means either of the following as specified in the applicable Issue Terms: (i) a calendar day, or (ii) an Accrual Business Day;

"Accrual Period" means either of the following as specified in the applicable Issue Terms: (i) each Interest Period specified as an "Accrual Period" in the applicable Issue Terms; or (ii) in respect of each Scheduled Interest Payment Date, the period commencing on (and including) the Accrual Period Start Date falling immediately prior to such Scheduled Interest Payment Date and ending on (but excluding) the corresponding Accrual Period End Date;

"Accrual Period End Date" means any one or more of the following as specified in the applicable Issue Terms: (i) in respect of each Accrual Period Start Date, the Scheduled Interest Payment Date immediately following such Accrual Period Start Date, (ii) in respect of each Accrual Period Start Date, the Interest

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Payment Date immediately following such Accrual Period Start Date, or (iii) each date specified as an "Accrual Period End Date" in the applicable Issue Terms;

"Accrual Period Start Date" means any one or more of the following as specified in the applicable Issue Terms: (i) the Interest Commencement Date, (ii) each Scheduled Interest Payment Date other than any Scheduled Interest Payment Date falling on the Scheduled Maturity Date, (iii) each Interest Payment Date other than any Interest Payment Date falling on the Maturity Date, or (iv) each date specified as the "Accrual Period Start Date" in the applicable Issue Terms;

"Accrual Reference Observation" means either of the following as specified in the applicable Issue Terms:

- (i) single Underlying Rate; or
- (ii) sum of Underlying Rate 1 plus Underlying Rate 2; or
- (iii) difference of Underlying Rate 1 minus Underlying Rate 2;

"Coupon Rate" means either of the following as specified in the applicable Issue Terms: (i) a Fixed Interest Rate, or (ii) a Floating Interest Rate, and if the manner in which the Floating Interest Rate is to be determined is specified by the applicable Issue Terms to be: (a) Screen Rate Determination, the Determination Agent shall determine the Floating Interest Rate in accordance with Condition 6.5 (*Screen Rate Determination*); (b) ISDA Determination, the Determination Agent shall determine the Floating Interest Rate in accordance with Condition 6.6 (*ISDA Determination*), (c) CMS Rate Determination, the Determination Agent shall determine the Floating Interest Rate in accordance with Condition 6.7 (*CMS Rate Determination*), provided that if the Coupon Rate specified is a Floating Interest Rate, and if the applicable Issue Terms specify:

- (i) a Cap, the Coupon Rate shall not exceed the Cap; or
- (ii) a Floor, the Coupon Rate shall not be less than the Floor; or
- (iii) a Cap and a Floor, the Coupon Rate shall not exceed the Cap, and shall not be less than the Floor;

"Coupon Barrier Value" means the value, expressed as a percentage, specified as such in the applicable Issue Terms;

"Lower Barrier Value" means the value, expressed as a percentage, specified as such in the applicable Issue Terms;

"Number of Observation Days (Accrual Condition Satisfied)" means, in respect of each Accrual Period and as determined by the Determination Agent, the number of Accrual Observation Days in such Accrual Period on which the Accrual Condition is satisfied;

"Rate Cut-Off Date" means, in respect of each Accrual Period and the Accrual Period End Date for such Accrual Period, if the applicable Issue Terms specify: (i) "Default Rate Cut-Off Date", the fifth Accrual Business Day falling prior to such Accrual Period End Date; or (ii) "Specified Rate Cut-Off Date", the number of calendar days or Accrual Business Days falling prior to the Accrual Period End Date for each Accrual Period as specified in the applicable Issue Terms;

"Scheduled Interest Payment Date" means each date specified as such in the applicable Issue Terms;

"Total Number of Observation Days" means, in respect of each Accrual Period and as determined by the Determination Agent, the total number of Accrual Observation Days in that Accrual Period;

"Underlying Rate" and if applicable, each of **"Underlying Rate 1"** and **"Underlying Rate 2"** means, in respect any Accrual Observation Day in an Accrual Period, the Reference Rate specified as the

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"Underlying Rate" (and if applicable, the "Underlying Rate 1" and "Underlying Rate 2" respectively) in the applicable Issue Terms for such day, provided that:

- (i) if such Accrual Observation Day is not an Accrual Business Day, the Underlying Rate for such day will be deemed to be equal to the Reference Rate on the Accrual Business Day immediately preceding such Accrual Observation Day; and
- (ii) if such Accrual Observation Day falls in the period commencing on (but excluding) the Rate Cut-Off Date for such Accrual Period and ending on, but excluding such Accrual Period End Date for such Accrual Period (such period, a "**Rate Cut-Off Period**"), the Underlying Rate for each Accrual Observation Day falling in such Rate Cut-Off Period will be deemed to be the Reference Rate on the Rate Cut-Off Date for such Accrual Period; and

"**Upper Barrier Value**" means the value, expressed as a percentage, specified as such in the applicable Issue Terms.

1.9 Barrier Securities

If, in addition to one or more of Paragraphs 1.1 (*Fixed Rate Securities*) to 1.7 (*Collared Floating Rate Securities*) above, the Securities of the relevant Series are specified in the applicable Issue Terms as "**Barrier Securities**", interest (calculated in accordance with the applicable provisions of Paragraphs 1.1 (*Fixed Rate Securities*) to 1.7 (*Collared Floating Rate Securities*) above) will only be paid on the Securities of the relevant Series if the Determination Agent determines that, as of any Interest Determination Date, the Reference Rate is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than, or (v) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value in respect of such Interest Determination Date. No interest shall otherwise be payable in respect of such Securities.

For these purposes:

"**Coupon Barrier Value**" means, in respect of any Interest Determination Date, a value, expressed as a percentage, specified as such in the applicable Issue Terms.

1.10 Steepener Securities

If the applicable Issue Terms specify "**Steepener Securities**" to be applicable, interest shall accrue on the Securities of the relevant Series at the Rate of Interest (such Rate of Interest, the "**Steepener Interest Rate**") in respect of each Interest Period subject to the Steepener Security Provisions (as specified in the applicable Issue Terms), and such interest shall be payable in arrear on each Interest Payment Date subject to the Steepener Security Provisions (as specified in the applicable Issue Terms).

The Steepener Interest Rate in respect of an Interest Period shall be an amount determined by the Determination Agent in accordance with the following formula:

$$(\text{Leverage 1} \times \text{Rate 1}) - (\text{Leverage 2} \times \text{Rate 2}) + \text{Spread}$$

provided that if the applicable Issue Terms specify:

- (i) a Cap, the amount calculated in accordance with the above formula shall not exceed the Cap; or
- (ii) a Floor, the amount calculated in accordance with the above formula shall not be less than the Floor; or
- (iii) a Cap and a Floor, the amount calculated in accordance with the above formula shall not exceed the Cap, and shall not be less than the Floor; or
- (iv) "Curve Cap" to be applicable, the amount calculated in accordance with the above formula shall not exceed the Curve Cap.

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Where:

"Curve Cap" means an amount (expressed as a percentage) determined by the Determination Agent in accordance with the following formula:

$$(\text{Leverage 3} \times \text{Rate 3}) + \text{Curve Cap Spread}$$

"Curve Cap Spread" means an amount (expressed as a percentage) specified in the applicable Issue Terms, which shall be preceded by either a "+" (plus) or a "-" (minus) sign (provided that if the applicable Issue Terms specify Curve Cap Spread to be not applicable, it shall be deemed to be zero).

"Leverage" means an amount (expressed as a percentage) specified in the applicable Issue Terms in respect of such period or day (as applicable), which shall be preceded by either a "+" (plus) or a "-" (minus) sign (provided that if the applicable Issue Terms specify Leverage to be not applicable, it shall be deemed to be 1).

"Leverage 1", **"Leverage 2"** and **"Leverage 3"** each means the Leverage specified as such in the applicable Issue Terms.

"Rate 1", **"Rate 2"** and **"Rate 3"** each means a Reference Rate specified as such in the applicable Issue Terms.

"Spread" means an amount (expressed as a percentage) specified in the applicable Issue Terms, which shall be preceded by either a "+" (plus) or a "-" (minus) sign (provided that if the applicable Issue Terms specify Spread to be not applicable, it shall be deemed to be zero).

1.11 Digital Option Securities

If the applicable Issue Terms specify **"Digital Option Securities"** to be applicable, interest shall accrue on the Securities of the relevant Series at the Rate of Interest (such Rate of Interest, the **"Digital Option Interest Rate"**) in respect of each Interest Period (subject as specified in the applicable Issue Terms) and such interest (the **"Digital Option Interest"**) shall be payable in arrear on each Interest Payment Date (subject as specified in the applicable Issue Terms).

The Digital Option Interest Rate in respect of each Interest Period subject to the Digital Option Security Provisions (as specified in the applicable Issue Terms) shall be determined by the Determination Agent in accordance with paragraph (i) or (ii) below:

- (i) if the Digital Condition is satisfied on the Digital Condition Determination Date in respect of such Interest Period, the Digital Option Interest Rate in respect of such Interest Period shall be an amount determined by the Determination Agent in accordance with the following formula:

$$(\text{Leverage} \times \text{Reference Rate}) + \text{Margin}$$

provided that if the applicable Issue Terms specify:

- (a) a Cap, the amount calculated in accordance with the above formula shall not exceed the Cap; or
- (b) a Floor, the amount calculated in accordance with the above formula shall not be less than the Floor; or
- (c) a Cap and a Floor, the amount calculated in accordance with the above formula shall not exceed the Cap, and shall not be less than the Floor; or
- (ii) if the Digital Condition is not satisfied on the Digital Condition Determination Date in respect of such Interest Period, the Digital Option Interest Rate in respect of such Interest Period shall be the Digital Condition Fixed Rate.

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"**Digital Condition**" means in respect of an Interest Period, and will be satisfied on the Digital Condition Determination Date in respect of such Interest Period if, the Digital Reference Rate for such Interest Period as determined by the Determination Agent is, if the applicable Issue Terms specify:

- (i) "Digital Reference Rate greater than Strike 1", greater than Strike 1; or
- (ii) "Digital Reference Rate greater than or equal to Strike 1", greater than or equal to Strike 1; or
- (iii) "Digital Reference Rate less than Strike 1", less than Strike 1; or
- (iv) "Digital Reference Rate less than or equal to Strike 1", less than or equal to Strike 1;

and, if the applicable Issue Terms specify:

- (i) "Digital Reference Rate greater than Strike 2", greater than Strike 2; or
- (ii) "Digital Reference Rate greater than or equal to Strike 2", greater than or equal to Strike 2; or
- (iii) "Digital Reference Rate less than Strike 2", less than Strike 2; or
- (iv) "Digital Reference Rate less than or equal to Strike 2", less than or equal to Strike 2.

"**Digital Condition Determination Date**" means, in respect of an Interest Period, the date specified as such in the applicable Issue Terms.

"**Digital Condition Fixed Rate**" means, in respect of an Interest Period, the rate (expressed as a percentage per annum) of interest specified as such in the applicable Issue Terms in respect of such Interest Period, provided that if the applicable Issue Terms specify Digital Condition Fixed Rate to be not applicable, the Digital Condition Fixed Rate in respect of such Interest Period shall be deemed to be zero per cent.

"**Digital Reference Rate**" means an amount determined by the Determination Agent as of each Digital Condition Determination Date in accordance with the following formula:

$$(\text{Leverage 1} \times \text{Rate 1}) - (\text{Leverage 2} \times \text{Rate 2}) - \text{Spread}$$

"**Leverage**" means an amount (expressed as a percentage) specified in the applicable Issue Terms in respect of such period or day (as applicable), which shall be preceded by either a "+" (plus) or a "-" (minus) sign (provided that if the applicable Issue Terms specify Leverage to be not applicable, it shall be deemed to be 1).

"**Leverage 1**" and "**Leverage 2**" each means the Leverage specified as such in the applicable Issue Terms.

"**Rate 1**" and "**Rate 2**" each means a Reference Rate specified as such in the applicable Issue Terms.

"**Spread**" means the value as specified as such in the applicable Issue Terms.

"**Strike 1**" and "**Strike 2**" each means the value specified as such in the applicable Issue Terms.

1.12 Inverse Floater Securities

If the applicable Issue Terms specify "**Inverse Floater Securities**" to be applicable, interest shall accrue on the Securities of the relevant Series at the Rate of Interest (such Rate of Interest, the "**Inverse Floater Interest Rate**") in respect of each Interest Period subject to the Inverse Floater Security Provisions (as specified in the applicable Issue Terms). Interest shall be payable in arrear on each Interest Payment Date subject to the Inverse Floater Security Provisions (as specified in the applicable Issue Terms). The Inverse Floater Interest Rate in respect of an Interest Period shall be an amount determined by the Determination Agent in accordance with the following formula:

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Fixed Interest Rate – (Leverage × Floating Interest Rate)

provided that if the applicable Issue Terms specify:

- (a) a Cap, the amount calculated in accordance with the above formula shall not exceed the Cap; or
- (b) a Floor, the amount calculated in accordance with the above formula shall not be less than the Floor; or
- (c) a Cap and a Floor, the amount calculated in accordance with the above formula shall not exceed the Cap, and shall not be less than the Floor.

Where "**Fixed Interest Rate**" shall be determined in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions and "**Floating Interest Rate**" shall be determined in accordance with Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) of the General Conditions.

For these purposes, "**Leverage**" means an amount (expressed as a percentage) specified in the applicable Issue Terms in respect of such period or day (as applicable), which shall be preceded by either a "+" (plus) or a "-" (minus) sign (provided that if the applicable Issue Terms specify Leverage to be not applicable, it shall be deemed to be 1).

1.13 Switchable Securities

If the applicable Issue Terms specify "**Switchable Securities**" to be applicable and specify the Switchable Securities to be:

- (i) "**Fixed to Floating Rate Switchable Securities**", the Rate of Interest in respect of each Interest Period shall be the Fixed Interest Rate, and the Securities shall bear interest at such Rate of Interest payable in arrear on each Interest Payment Date falling at the end of each Interest Period. The Securities shall be deemed to be Fixed Rate Securities, the Fixed Rate Security Provisions shall apply and interest shall accrue and be payable on the Securities in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions.
- (ii) "**Floating to Fixed Rate Switchable Securities**", the Rate of Interest in respect of each Interest Period shall be the Floating Interest Rate, and the Securities shall bear interest at such Rate of Interest payable in arrear on the Interest Payment Date falling at the end of each Interest Period. The Securities shall be deemed to be Floating Rate Securities and the Floating Rate Security Provisions shall apply and interest shall accrue and be payable on the Securities in accordance with Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) of the General Conditions,

provided that the Issuer may, on any Conversion Exercise Date, exercise the option to convert the Rate of Interest in respect of each Interest Period subject to the Switchable Security Provisions (as specified in the applicable Issue Terms) commencing on or after such Conversion Exercise Date (such option, "**Conversion Option**") by giving an irrevocable notice to the Securityholders in accordance with Condition 29 (*Notices*) of the General Conditions on a day not later than Conversion Notice Cut-Off Date. The Conversion Option may only be exercised once on a Conversion Exercise Date.

If the Issuer has exercised the Conversion Option on a Conversion Exercise Date (such date, the "**Conversion Effective Date**"), the Rate of Interest in respect of each Interest Period falling in the period commencing on or after such Conversion Effective Date and ending on (but excluding) the Maturity Date, shall be, if the applicable Issue Terms specify "**Switchable Securities**" to be:

- (i) "**Fixed to Floating Rate Switchable Securities**", the Floating Interest Rate, and the Securities shall bear interest from the Conversion Effective Date at such Rate of Interest payable in arrear

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on each Interest Payment Date falling at the end of each such Interest Period. The Securities shall, from the Conversion Effective Date, be deemed to be Floating Rate Securities, the Floating Rate Security Provisions shall apply and interest shall accrue and be payable on the Securities in accordance with Condition 6 (*Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) of the General Conditions; or

- (ii) **"Floating to Fixed Rate Switchable Securities"**, the Fixed Interest Rate, and the Securities shall bear interest from the Conversion Effective Date at such Rate of Interest payable in arrear on each Interest Payment Date falling at the end of each such Interest Period. The Securities shall, from the Conversion Effective Date, be deemed to be Fixed Rate Securities, the Fixed Rate Security Provisions shall apply and interest shall accrue and be payable on the Securities in accordance with Condition 5 (*Fixed Rate Security Provisions*) of the General Conditions.

Where:

"Conversion Exercise Date" means any of the following as specified in the applicable Issue Terms: (i) each Interest Payment Date or (ii) each date specified as such in the applicable Issue Terms.

"Conversion Notice Cut-Off Date" means, in respect of each Conversion Exercise Date, if the applicable Issue Terms specify (i) Default Conversion Notice Cut-Off Date, the 15th Business Day prior to such Conversion Exercise Date, or (ii) any other day specified as such in the applicable Issue Terms in respect of such Conversion Exercise Date.

1.14 No Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"No Coupon"** to be applicable, no interest shall be payable on the Securities of the relevant Series;

1.15 Regular Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Regular Coupon"** to be applicable the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount}$$

provided that, if the applicable Issue Terms specify that Fixed Rate Security Provisions are applicable in respect of the relevant Series of Securities, interest shall, instead of being determined in accordance with the formula set out above, accrue and be payable on the Securities of the relevant Series in respect of each Interest Period at a fixed Rate of Interest in accordance with Condition 5 (*Fixed Rate Security Provisions*) and the applicable Issue Terms; and

provided further that, if the applicable Issue Terms specify that **"Inflation Adjustment"** is applicable in respect of the relevant Series of Securities, the Coupon Rate or, as applicable, the Rate of Interest shall be adjusted by the Determination Agent to account for the effect of inflation as evidenced by the Relevant Inflation Index by multiplying such Coupon Rate or, as applicable, the Rate of Interest by the value which is (i) Relevant Inflation Index (N) divided by (ii) Relevant Inflation Index (Initial); and

provided further that, if **"Barrier Additional Coupon Amount"** is specified as being applicable in respect of any Series of Securities in the applicable Issue Terms, and the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Interest Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date or (c) at any time during any Barrier Observation Period specified in respect of such Interest Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value in respect of such Interest Determination Date, the Issuer shall on the immediately following Interest Payment Date pay, in

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addition to the interest calculated as above, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Additional Rate} \times \text{Calculation Amount}$$

1.16 Barrier Conditional Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Barrier Conditional Coupon**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Interest Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value in respect of such Interest Determination Date, the Issuer shall on the immediately following Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent:

- (A) unless "**Memory Barrier Conditional Coupon**" applies as specified in the applicable Issue Terms, in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount}$$

or

- (B) if "**Memory Barrier Conditional Coupon**" applies as specified in the applicable Issue Terms, in accordance with the following formula:

$$\left[\left(\sum_{j=1}^n \text{Coupon Rate}_j \right) \times \text{Calculation Amount} - \text{Prior Coupon Amount} \right]$$

where "**n**" means the number of Interest Determination Dates that have occurred in the period from, and including, the Issue Date to, and including, such Interest Determination Date.

No interest will otherwise be payable on the relevant Securities on an Interest Payment Date.

1.17 Memory Double Barrier Conditional Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Memory Double Barrier Conditional Coupon**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Interest Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (A) (i) greater than, or (ii) greater than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value 1 in respect of such Interest Determination Date, and (B) (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value 2 in respect of such Interest Determination Date, the Issuer shall on the immediately following Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent:

- (A) unless "**Memory Double Barrier Conditional Coupon**" applies as specified in the applicable Issue Terms, in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount}$$

or

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- (B) if "**Memory Double Barrier Conditional Coupon**" applies as specified in the applicable Issue Terms, in accordance with the following formula:

$$\left[\left(\sum_{j=1}^n \text{Coupon Rate}_j \right) \times \text{Calculation Amount} - \text{Prior Coupon Amount} \right]$$

where "**n**" means the number of Interest Determination Dates that have occurred in the period from, and including, the Issue Date to, and including, such Interest Determination Date.

No interest will otherwise be payable on the Securities on an Interest Payment Date.

1.18 Dual Barrier Conditional Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Dual Barrier Conditional Coupon**" to be applicable, and:

- (a) if the Determination Agent determines that the Knock-in Value, as specified in the applicable Issue Terms, as of (i) any Interest Determination Date, (ii) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to, as specified in the applicable Issue Terms, as specified in the applicable Issue Terms, the Upper Coupon Barrier Value in respect of such date, the Issuer shall on the immediately following Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Upper Coupon Rate} \times \text{Calculation Amount}$$

or

- (b) if (a) above does not apply and the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (i) any Interest Determination Date, (ii) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to, as specified in the applicable Issue Terms, as specified in the applicable Issue Terms, the Lower Coupon Barrier Value in respect of such date, the Issuer shall on the immediately following Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Lower Coupon Rate} \times \text{Calculation Amount}$$

No interest will otherwise be payable on the Securities on an Interest Payment Date.

1.19 Range Barrier Conditional Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Range Barrier Conditional Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date, pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount} \times \frac{\text{Number of Exchange Business Days (Barrier Condition Satisfied)}}{\text{Number of Exchange Business Days (Total)}} \times \text{Day Count Fraction}$$

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1.20 Range Accrual Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Range Accrual Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date, pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount} \times \frac{\text{Number of Observation Dates (Barrier Condition Satisfied)}}{\text{Relevant Factor}} \times \text{Day Count Fraction}$$

1.21 Performance Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Performance Linked Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} \left[\text{Interest Cap}; \text{Max} \left[\text{Interest Floor}; \left(\frac{\text{Final Reference Value (Coupon)}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) / N \right] \right] \times \frac{\text{FX}_{\text{Coupon}}}{\text{FX}_{\text{Initial}}}$$

where "N" means, in respect of an Interest Determination Date, the number (if any) corresponding to the relevant Interest Determination Date as specified in the applicable Issue Terms,

provided that (i) if the applicable Issue Terms specify "N" to be "Not Applicable", then N shall be equal to 1; (ii) if the applicable Issue Terms specify "**FX Return**" to be "Not Applicable", then $\frac{\text{FX}_{\text{Coupon}}}{\text{FX}_{\text{Initial}}}$ shall be equal to 1 and (iii) if the applicable Issue Terms specify "**Interest Cap**" to be "Not Applicable", then the Interest Cap shall be equal to infinity.

1.22 Participation and Performance Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Participation and Performance Linked Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} \left[\text{Interest Cap}; \text{Max} \left(\text{Interest Floor}; \frac{\text{Final Reference Value (Coupon)}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) \right] \times \frac{\text{FX}_{\text{Coupon}}}{\text{FX}_{\text{Initial}}}$$

provided that if the applicable Issue Terms specify "**FX Return**" to be "Not Applicable", then $\frac{\text{FX}_{\text{Coupon}}}{\text{FX}_{\text{Initial}}}$ shall be equal to 1.

1.23 Inflation Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Inflation Linked Coupon**" to be applicable and the applicable Issue Terms specify the Inflation Linked Coupon to be:

(a) **Leveraged Inflation Coupon**

"**Leveraged Inflation Coupon**", the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.23(a) (*Leveraged Inflation Coupon*) (as specified in the applicable Issue Terms), pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left\{ \left[\text{Leverage} \times \left(\frac{\text{CPI}_n}{\text{CPI}_m} - 1 \right) \right] + \text{Spread} \right\} \times \text{Day Count Fraction}$$

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provided that if the applicable Issue Terms specify:

- (i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or
- (ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or
- (iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

(b) ***Real Inflation Coupon***

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Real Inflation Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.23(b) (*Real Inflation Coupon*) (as specified in the applicable Issue Terms), pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Leverage} \times \frac{\text{CPI}_n}{\text{CPI}_{\text{Initial}}} \times \text{Day Count Fraction}$$

provided that if the applicable Issue Terms specify:

- (i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or
- (ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or
- (iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

(c) ***Cumulative Inflation Coupon***

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Cumulative Inflation Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.23(c) (*Cumulative Inflation Coupon*) (as specified in the applicable Issue Terms), pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Leverage} \times \left(\frac{\text{CPI}_n}{\text{CPI}_{\text{Initial}}} - 1 \right) \times \text{Day Count Fraction}$$

provided that if the applicable Issue Terms specify:

- (i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or
- (ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or

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- (iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

(d) ***MXN Denominated UDI Adjustment Inflation Coupon***

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**MXN Denominated UDI Adjustment Inflation Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.23(d) (*MXN Denominated UDI Adjustment Inflation Coupon*) (as specified in the applicable Issue Terms), pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Leverage} \times \frac{\text{UDI}_n}{\text{UDI}_{\text{Initial}}} \times \text{Day Count Fraction}$$

provided that if the applicable Issue Terms specify:

- (i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or
- (ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or
- (iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

(e) ***UDI Inflation Coupon***

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**UDI Inflation Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.23(e) (*UDI Inflation Coupon*) (as specified in the applicable Issue Terms), pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Leverage} \times \text{UDI}_n \times \text{Day Count Fraction}$$

provided that if the applicable Issue Terms specify:

- (i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or
- (ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or
- (iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

For the purposes of this Paragraph 1.23, "**Leverage**" means the percentage rate specified as such in the applicable Issue Terms and, if UDI Step-Up or UDI Step-Down is specified as applicable in the applicable Issue Terms, in respect of the relevant Interest Payment Date.

(f) ***Interpolated Inflation Linked Coupon***

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If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Interpolated Inflation Linked Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{MAX} \left[\text{Leverage} \times \frac{\text{Inflation Index (End)}}{\text{Inflation Index (Start)}}, 0 \right]$$

where:

"**Inflation Index (End)**" means, in respect of an Interest Period, the DIR Index Level in respect of the Interest Period End Date falling at the end of such Interest Period, as determined by the Determination Agent; and

"**Inflation Index (Start)**" means, the DIR Index Level in respect of the Issue Date, as specified in the applicable Issue Terms.

1.24 Mixto Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Mixto Coupon**" to be applicable, the Issuer shall:

- (a) on the initial Interest Payment Date (falling on the Automatic Partial Redemption Date) pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Reduced Calculation Amount} \times \text{Lower Coupon Rate},$$

provided that, if "Interest payable on Automatic Partial Redemption Amount" is specified as applicable in the applicable Issue Terms, such interest shall be calculated on the Automatic Partial Redemption Amount rather than the Reduced Calculation Amount; and

- (b) in respect of each subsequent Interest Payment Date, if the Determination Agent determines that the Relevant Underlying Value as of the Interest Determination Date in respect of such Interest Payment Date is:
- (i) equal to or greater than the Coupon Barrier Value, pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Reduced Calculation Amount} \times \text{Upper Coupon Rate}; \text{ or}$$

- (ii) less than the Coupon Barrier Value, pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Reduced Calculation Amount} \times \text{Lower Coupon Rate}$$

1.25 Annual Performance Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Annual Performance Linked Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} \left[0; \text{Min} \left\{ \text{Interest Cap}; \frac{\text{Final Reference Value (Coupon)}}{\text{Reference Value}} - \text{Strike} \right\} \right]$$

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1.26 Cappuccino Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify "**Cappuccino Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} \left[\text{Lower Coupon Rate}; \left[\sum_{i=1}^p \frac{1}{p} \text{Performance Rate} \right] \right]$$

where:

"**p**" means the number of Basket Components;

"**Performance Rate**" means, in respect of any Interest Determination Date and a Basket Component;

- (a) if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms (i) such Interest Determination Date (ii) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date (iii) at any time during the Barrier Observation Period or (iv) at all times during the Barrier Observation Period is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to the Coupon Barrier Value, a percentage determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Coupon)}_i - \text{Initial Reference Value}_i}{\text{Applicable Initial Reference Value}_i}$$

where:

"**p**" means the number of Basket Components;

"**i**" is a series of numbers from one to *p*, each representing a Basket Component;

or

- (b) if (a) above does not apply, the Rebate Percentage.

where:

"**Rebate Percentage**" means the value (expressed as a percentage) specified as such in the applicable Issue Terms.

1.27 Dropback Coupon

The Dropback Coupon is a mechanism that combines a Cash Allocation and an Invested Amount. At Strike Date, an Initial Cash Allocation is allocated to the Cash Allocation and the remainder, being 100% minus the Initial Cash Allocation, is allocated to the Initial Invested Amount.

The Cash Allocation pays regular interest amounts in accordance with this Dropback Coupon provision. The Invested Amount does not bear interest and is exposed to the performance of the Relevant Underlying(s) in accordance with the Dropback Redemption provisions.

*The Invested Amount may progressively increase through a rebalancing mechanism triggered by the Relevant Underlying Performance. Each time a Trigger Event occurs, an additional portion of the investment (the **Investment Amount**) is transferred from the Cash Allocation to the Invested Amount, thereby reducing future interest payments whilst increasing exposure to the performance of the Relevant Underlying(s).*

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If in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Dropback Coupon"** to be applicable, the Issuer shall on the Interest Payment Date immediately following the relevant Interest Determination Date, pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Coupon Rate} \times \text{Cash Allocation} \times \text{Day Count Fraction}$$

where:

"Cash Allocation" means for an Interest Determination Date the Initial Cash Allocation minus the sum of the Investment Amount(s) transferred from the Cash Allocation to the Invested Amount each time a Trigger Event has occurred prior to such Interest Determination Date, all as defined in the Dropback Redemption provisions below.

1.28 MXN UDI Amortising Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"MXN UDI Amortising Coupon"** to be applicable and the applicable Issue Terms specify **"MXN UDI Amortising Redemption"** to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, the relevant interest in respect of the Securities shall be zero):

$$\text{UDI Coupon Reduced Calculation Amount} \times \text{Leverage} \times \text{Day Count Fraction} \\ \times \text{UDI Coupon Multiplier}$$

1.29 Multi Performance Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Issue Terms specify **"Multi Performance Linked Coupon"** to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Relevant Underlying Performance (Coupon)}$$

1.30 Capitalised Coupon

If, in addition to one or more of Paragraph 1.1 (Fixed Rate Securities), Paragraph 1.3 (Fixed to Floating Rate Securities and Floating to Fixed Rate Securities), Paragraph 1.4 (Floating Rate Securities), Paragraph 1.5 (Floored Floating Rate Securities), Paragraph 1.6 (Capped Floating Rate Securities), Paragraph 1.7 (Collared Floating Rate Securities) and Paragraph 1.8 (Range Accrual Securities) above, the Securities of the relevant Series are specified in the applicable Issue Terms as **"Capitalised Coupon"** then interest (calculated in accordance with the applicable provisions of (as applicable) Paragraph 1.1 (Fixed Rate Securities), Paragraph 1.3 (Fixed to Floating Rate Securities and Floating to Fixed Rate Securities), Paragraph 1.4 (Floating Rate Securities), Paragraph 1.5 (Floored Floating Rate Securities), Paragraph 1.6 (Capped Floating Rate Securities), Paragraph 1.7 (Collared Floating Rate Securities) and Paragraph 1.8 (Range Accrual Securities) above) will only be paid on the Securities of the relevant Series on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount.

For the avoidance of doubt, if a Maximum Rate of Interest or Minimum Rate of Interest is specified in the applicable Issue Terms, the Rate of Interest for each Interest Determination Date shall be subject to such Maximum Rate of Interest or Minimum Rate of Interest, as applicable in accordance with Condition 6.14 (*Maximum or Minimum Rate of Interest*).

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In addition, if "**Negative Fixing Allowed**" is specified in the application Issue Terms, then, notwithstanding anything to the contrary in Condition 6.14 (*Maximum or Minimum Rate of Interest*), the Rate of Interest determined for each Interest Determination Date may be negative for the purpose of the determination of the Total Coupon Amount, provided further that in no event, will the relevant Total Coupon Amount be less than zero.

Where:

"Total Coupon Amount" means the sum of the Interest Amounts for each Interest Determination Date as determined by the Determination Agent in accordance with the then applicable Interest Basis;

"Redemption Date" means the Maturity Date or, (i) if Automatic Early Redemption Event (as defined in Condition 16.2 (*Tax Redemption – Morgan Stanley and MSFL Securities*) or Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 (*Interest and Redemption Terms*) of the Additional Terms and Conditions) is applicable in respect of the Securities and if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date, (ii) if Call Option is specified in the applicable Issue Terms as being applicable and such Call Option has been exercised by the Issuer as specified in Condition 16.5 (*Redemption at the Option of the Issuer*), the relevant Optional Redemption Date (Call), (iii) if Model-based Redemption is specified in the applicable Issue Terms as being applicable and the Securities shall be redeemed by the Issuer as specified in Condition 16.6 (*Model-based Redemption*), the relevant Model-based Redemption Date (Call), (iv) if Put Option is specified in the applicable Issue Terms as being applicable and such Put Option has been exercised by the Securityholder as specified in Condition 16.8 (*Redemption at the Option of Securityholders*), the Optional Redemption Date (Put), (v) in case of redemption pursuant to Condition 22 (*Events of Default*), the due date for redemption pursuant thereto, or (vi) the date on which the Securities are redeemed pursuant to Condition 16.2 (*Tax Redemption – Morgan Stanley and MSFL Securities*), Condition 16.3 (*Tax Redemption – MSI plc, MSBV and MSESE Securities*) or Condition 23 (*Illegality and Regulatory Event*).

1.31 Lock In Coupon

If, in respect of an Interest Payment Date and Interest Determination Date, the applicable Issue Terms specify "**Lock In Coupon**" to be applicable, the Issuer shall on such Interest Payment Date, pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Calculation Agent in accordance with the following formula:

Max [0; Calculation Amount x Participation Rate 1 x Locked Interest – Sum of Interest Paid (Interest)]

For the purposes hereof:

"Interest Payment Date" means, in respect of an Interest Determination Date, the date falling the number of Lock In Business Days after such Interest Determination Date or, if earlier the Maturity Date. For the avoidance of doubt, the same date may be an Interest Payment Date in respect of more than one Interest Determination Date and an Interest Determination Date may fall on a day that already is or is deemed to be an Interest Determination Date and interest shall be calculated (sequentially) and payable with respect thereto separately.

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Sub-Section II

Automatic Early Redemption (Autocall)

The terms set out in this Sub-Section II (*Automatic Early Redemption (Autocall)*) of this Section 2 (*Interest and Redemption Terms*) will apply to a Series of Securities if, and to the extent, so specified in the applicable Issue Terms. If "Autocall Override" is specified in the applicable Issue Terms, notwithstanding anything else in the Conditions, in the event that an Automatic Early Redemption Event occurs, the provisions of this Sub-Section II (*Automatic Early Redemption (Autocall)*) shall prevail over the provisions of Condition 16.1 (*Scheduled Redemption*) such that (a) the Securities will be redeemed at the amount per Security on the relevant Automatic Early Redemption Date in each case as provided in this Sub-Section II (*Automatic Early Redemption (Autocall)*) and (b) the Final Redemption Amount will not be paid on the Maturity Date and no redemption by delivery of the Physical Delivery Amount on the Physical Settlement Date will occur (as applicable).

2.1 Autocall 1

If the applicable Issue Terms specify "**Autocall 1**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Automatic Early Redemption Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Automatic Early Redemption Determination Date or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Automatic Early Redemption Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Autocall Barrier Value in respect of such Automatic Early Redemption Determination Date, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount per Calculation Amount (such amount, for the avoidance of doubt, to be paid in addition to the Interest Amount payable on the relevant Automatic Early Redemption Date) being, as specified in the applicable Issue Terms, either:

- (a) if "**Non-Memory Redemption**" applies as specified in the applicable Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$[Calculation Amount \times (Specified Rate + [Automatic Early Redemption Rate \times Multiplier])] \times \frac{AutocallFX_{Initial}}{AutocallFX_{Final}}$$

Or

- (b) if "**Memory Redemption**" applies as specified in the applicable Issue Terms, an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$[Calculation Amount \times (Specified Rate + Automatic Early Redemption Rate) - Prior Coupon Amount] \times \frac{AutocallFX_{Initial}}{AutocallFX_{Final}}$$

Or

- (c) if "**Fixed Redemption**" applies, an amount determined by the Determination Agent in accordance with the following formula:

$$(Specified Rate \times Calculation Amount) \times \frac{AutocallFX_{Initial}}{AutocallFX_{Final}}$$

2.2 Autocall 2

If the applicable Issue Terms specify "**Autocall 2**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Automatic Early Redemption Determination Date, (b) each Barrier Observation Date, if any, specified in respect of

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such Automatic Early Redemption Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Automatic Early Redemption Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Autocall Barrier Value in respect of such date, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount per Calculation Amount (such amount, for the avoidance of doubt, to be paid in addition to the Interest Amount payable on the relevant Automatic Early Redemption Date) being, as specified in the applicable Issue Terms, either:

- (a) if such Automatic Early Redemption Determination Date is a Specified Automatic Early Redemption Determination Date, an amount determined by the Determination Agent in accordance with the following formula:

$$[\text{Calculation Amount} \times (\text{Specified Rate} + \text{Automatic Early Redemption Rate})] \times \frac{\text{AutocallFX}_{\text{Initial}}}{\text{AutocallFX}_{\text{Final}}}$$

or

- (b) if (a) above does not apply, or if no Specified Automatic Early Redemption Date is specified in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$[\text{Calculation Amount} \times \text{Max} \left\{ (\text{Specified Rate} + \text{Automatic Early Redemption Rate}); \left\{ \text{Specified Rate} + \text{Participation Rate} \times \left(\frac{\text{Final Reference Value (Autocall)}}{\text{Applicable Initial Reference Value}} - 1 \right) \right\} \right\}] \times \frac{\text{AutocallFX}_{\text{Initial}}}{\text{AutocallFX}_{\text{Final}}}$$

2.3 Autocall 3

If the applicable Issue Terms specify "**Autocall 3**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Automatic Early Redemption Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Automatic Early Redemption Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Automatic Early Redemption Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Autocall Barrier Value in respect of such date, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount per Calculation Amount (such amount, for the avoidance of doubt, to be paid in addition to the Interest Amount payable on the relevant Automatic Early Redemption Date) being an amount determined by the Determination Agent in accordance with the following formula:

$$(\text{Calculation Amount} \times [\text{Specified Rate} + \text{Max} (\text{Automatic Early Redemption Rate}; \text{Relevant Underlying Performance (Autocall)})]) \times \frac{\text{AutocallFX}_{\text{Initial}}}{\text{AutocallFX}_{\text{Final}}}$$

2.4 Autocall 4

If the applicable Issue Terms specify "**Autocall 4**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of any Automatic Early Redemption Determination Date is greater than or equal to the Autocall Barrier Value in respect of such date, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount per Calculation Amount being an amount determined by the Determination Agent in accordance with the following formula:

$$\left(\text{Calculation Amount} + \left[\text{Calculation Amount} \times \left[\text{Specified Rate} \times \frac{n}{365} \right] \right] \right) \times \frac{\text{AutocallFX}_{\text{Initial}}}{\text{AutocallFX}_{\text{Final}}}$$

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where "n" means the number of calendar days from, and including, the Issue Date to, but excluding, the Automatic Early Redemption Date.

2.5 Autocall 5

If the applicable Issue Terms specify "**Autocall 5**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of any Automatic Early Redemption Determination Date is greater than or equal to the Autocall Barrier Value in respect of such date, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount per Calculation Amount being an amount determined by the Determination Agent in accordance with the following formula:

$$\begin{aligned} & (\text{Calculation Amount} \times \text{Max} [\text{Upside Amount; Automatic Early Redemption Rate}]) \\ & \times \frac{\text{AutocallFX}_{\text{Initial}}}{\text{AutocallFX}_{\text{Final}}} \end{aligned}$$

where:

"**Upside Amount**" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Participation Rate} \times \text{Max} \left[0; \left(\frac{\text{Final Reference Value (Autocall)}}{\text{Applicable Initial Reference Value}} - \text{Call Strike} \right) \right]$$

2.6 Autocall 6

If the applicable Issue Terms specify "**Autocall 6**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of a number of Barrier Observation Dates equal to the Threshold Number is greater than the Autocall Barrier Value, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the Automatic Early Redemption Date at an amount per Calculation Amount (such amount, for the avoidance of doubt, to be paid in addition to the Interest Amount payable on the relevant Automatic Early Redemption Date) being an amount determined by the Determination Agent in accordance with the following formula:

$$(\text{Calculation Amount} \times \text{Specified Rate}) \times \frac{\text{AutocallFX}_{\text{Initial}}}{\text{AutocallFX}_{\text{Final}}}$$

2.7 Early Knock Out Event

If the applicable Issue Terms specify "**Early Knock Out Event**" to be applicable, and if the Determination Agent determines that the Knock-in Value (where the securities are linked to a Basket and none of 'Worst Performance', 'Best Performance' 'Selected Worst of Performance' and 'Selected Best of Performance' are applicable in the applicable Issue Terms, of each Basket Component), as of, as specified in the applicable Issue Terms, (a) any Automatic Early Redemption Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Automatic Early Redemption Determination Date, or (c) at any time during any Barrier Observation Period, if any, specified in respect of such Automatic Early Redemption Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Autocall Barrier Value in respect of such date, then (unless the Securities have been previously redeemed or cancelled) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Securities on the immediately following Automatic Early Redemption Date at an amount per Calculation Amount (such amount, for the avoidance of doubt, to be paid in addition to the Interest Amount payable on the relevant Automatic Early Redemption Date) being an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Automatic Early Redemption Rate}$$

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2.8 Mixto Automatic Partial Redemption

If the applicable Issue Terms specify "**Mixto Automatic Partial Redemption**" to be applicable, then (unless the Securities have been previously redeemed or cancelled) on the Automatic Partial Redemption Date the Issuer shall redeem each Security in part at an amount per Calculation Amount (such amount, for the avoidance of doubt, to be paid in addition to any Interest Amount payable on the Automatic Partial Redemption Date) determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Automatic Partial Redemption Rate}$$

2.9 MXN UDI Automatic Partial Redemption

If the applicable Issue Terms specify "**MXN UDI Amortising Redemption**" to be applicable, then (unless the Securities have been previously redeemed or cancelled) on each Automatic Partial Redemption Date the Issuer shall redeem each Security in part at an amount per Calculation Amount (such amount, the "**Automatic Partial Redemption Amount**" and for the avoidance of doubt, to be paid in addition to the Interest Amount payable on such Automatic Partial Redemption Date) determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, the relevant partial redemption amount in respect of the Securities shall be zero):

$$\text{Calculation Amount} \times \text{Automatic Partial Redemption Rate} \times \text{UDI Performance},$$

provided that if the applicable Issue Terms specifies Redemption Floor is applicable, the amount calculated in accordance with the above formula shall not be less than the relevant UDI Redemption Floor.

Each Security will be redeemed in part in an amount equal to the product of the Calculation Amount and the relevant Automatic Partial Redemption Rate and not the partial redemption amount payable in respect of such Security and the Conditions and any Global Security Certificate in respect of the Securities shall be construed accordingly.

For the avoidance of doubt, no Automatic Partial Redemption Date shall occur on the due date for final redemption of the Securities.

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Sub-Section III

Redemption at Maturity

The terms set out in this Sub-Section III (*Redemption at Maturity*) of this Section 2 (*Interest and Redemption Terms*) will apply to a Series of Securities if, and to the extent, so specified in the applicable Issue Terms.

3.1 Fixed Redemption

If the applicable Issue Terms specify "**Fixed Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount equal to:

- (i) unless "**Minimum Coupon**" applies as specified in the applicable Issue Terms, in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Specified Rate}$$

or

- (ii) if "**Minimum Coupon**" applies as specified in the applicable Issue Terms, in accordance with the following formula:

$$(\text{Calculation Amount} \times \text{Specified Rate}) + \text{Max} [0; (\text{Calculation Amount} \times \text{Minimum Coupon Rate}) - \text{Aggregate Coupon Amount}]$$

3.2 Barrier Redemption (Principal at Risk or Not at Risk)

If "Barrier Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount equal or greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the relevant determination date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value in the applicable Issue Terms, OR (b) in any other case, (i) a fixed amount, which may be equal to Par, or (ii) an amount linked to the performance of the Relevant Underlying, which may be less than Par, as specified in the applicable Issue Terms.

If "**Barrier Redemption**" is applicable as specified in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

- (a) if the Determination Agent determines that the Relevant Underlying Performance (i) as of the Determination Date, if "Final Observation" applies, (ii) as of each Observation Date, if "Daily Observation" applies or (iii) at any time during the Observation Period, if "Continuous Observation" applies, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value, which may be:

- (i). a fixed amount expressed as a percentage per Calculation Amount equal to the Specified Rate 1, as specified in the applicable Issue Terms; or

- (ii). the amount determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} [\text{Floor } 1 ; \text{Min} [\text{Cap } 1 ; \text{Specified Rate } 1 + [(\text{Participation Rate } 1 \times \text{Max} (\text{Final Redemption Rate} ; \text{Relevant Underlying Performance})) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}}]]]$$

- (iii). the amount determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} [\text{Floor } 1 ; \text{Min} [\text{Cap } 1 ; \text{Specified Rate } 1 + (\text{Participation Rate } 1 \times \text{Max}(0 ; \text{Relevant Underlying Performance} - \text{Performance Rate}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}})]]]$$

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(iv). the amount, determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} [\text{Cap} ; \text{Specified Rate} 1 + [(\text{number of} [\text{calendar days}/\text{Business Days}] \text{ from the } [\text{Issue Date} / \text{Strike Date}]) / Y] * [\text{Percentage Rate}] \%$$

(b) in any other case, the amount which may be:

(i). a fixed amount, which may be equal to Par, expressed as a percentage per Calculation Amount equal to the Specified Rate 2 as specified in the applicable Issue Terms; or

(ii). determined by the Determination Agent in accordance with the following formula:

Calculation Amount

$$\begin{aligned} &\times \text{Min} [\text{Cap 2} ; \text{Max} \left(\text{Floor 2} ; (\text{Specified Rate 2} \right. \\ &+ (\text{Participation Rate 2} \times \text{Relevant Underlying Performance}) \\ &\left. \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}}) \right]] \end{aligned}$$

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Issue Terms, Condition 20 (*Physical Settlement*) and the Final Redemption Term described in paragraph 3.37 (*Physical Settlement*) below shall apply as specified in the applicable Issue Terms.

If the applicable Issue Terms specify "FX Return" to be "Not Applicable", then $\frac{FX_{\text{Final}}}{FX_{\text{Initial}}}$ in the formulae above shall be equal to 1.

If "Prior Coupon Amount Deduction" is specified as applicable in the applicable Issue Terms then the Prior Coupon Amount shall be deducted from the Final Redemption Amount determined above as specified in the applicable Issue Terms.

3.3 Dual Barrier Redemption (Principal at Risk)

If "Dual Barrier Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount equal or greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the relevant determination date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Issue Terms, (b) an amount equal or greater than Par, which may be linked to the Relevant Underlying Performance, but lower than the amount determined in accordance with (a) above, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°1 and (B) (i) greater than (ii) greater than or equal to (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°2 OR (c) in any other case, (i) a fixed amount, which may be equal to Par, or (ii) an amount linked to the performance of the Relevant Underlying, which may be less than Par, as specified in the applicable Issue Terms.

If "**Dual Barrier Redemption**" is applicable as specified in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

(a) If the Determination Agent determines that the Relevant Underlying Performance (i) as of the Determination Date, if "Final Observation" applies, (ii) as of each Observation Date, if "Daily Observation" applies or (iii) at any time during the Observation Period, if "Continuous Observation" applies, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°2, an amount which may be:

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- (i). a fixed amount expressed as a percentage per Calculation Amount equal to the Specified Rate 1, as specified in the applicable Issue Terms; or

- (ii). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} [\text{Floor 1} ; \text{Min} [\text{Cap 1} ; \text{Specified Rate 1} + (\text{Participation Rate 1} \times \text{Max} (\text{Final Redemption Rate} ; \text{Relevant Underlying Performance}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}})]]]$$

- (iii). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} [\text{Floor 1} ; \text{Min} [\text{Cap 1} ; \text{Specified Rate 1} + (\text{Participation Rate 1} \times \text{Max}(0 ; \text{Relevant Underlying Performance} - \text{Performance Rate}))]]]$$

- (iv). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} [\text{Cap 1} ; \text{Specified Rate 1} + [(\text{number of [calendar days/Business Days] from the [Issue Date / Strike Date]} / Y) * [\text{Percentage Rate}]] \%]$$

- (b) If the Determination Agent determines that the Relevant Underlying Performance (i) as of the Determination Date, if "Final Observation" applies, (ii) as of each Observation Date, if "Daily Observation" applies or (iii) at any time during the Observation Period, if "Continuous Observation" applies, is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°2, an amount, lower than the amount determined in accordance with (a) above, which may be:

- (i). a fixed amount expressed as a percentage per Calculation Amount equal to the Specified Rate 2 as specified in the applicable Issue Terms; or

- (ii). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} [\text{Cap 2} ; \text{Specified Rate 2} + (\text{Participation Rate 2} \times \text{Relevant Underlying Performance})]$$

- (iii). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} [\text{Cap 2} ; \text{Specified Rate 2} + [(\text{number of [calendar days/Business Days] from the [Issue Date / Strike Date]} / Y) * [\text{Percentage Rate}]] \%]; \text{ or}$$

- (c) in any other case, the amount which may be:

- (i). a fixed amount, which may be equal to Par, expressed as a percentage per Calculation Amount equal to the Specified Rate 3 as specified in the applicable Issue Terms; or

- (ii). determined by the Determination Agent in accordance with the following formula:

$$\begin{aligned} \text{Final Redemption Amount} &= \text{Calculation Amount} \\ &\times \text{Min} [\text{Cap 3} ; \text{Max} (\text{Floor 3} ; (\text{Specified Rate 3} \\ &+ (\text{Participation Rate 3} \times \text{Relevant Underlying Performance}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}})))] \end{aligned}$$

Provided that if (c)(ii) above applies and Physical Settlement is specified as applicable in the applicable Issue Terms, Condition 20 (*Physical Settlement*) and the Final Redemption Term described in paragraph 3.37 (*Physical Settlement*) below shall apply as specified in the applicable Issue Terms.

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If the applicable Issue Terms specify "FX Return" to be "Not Applicable", then $\frac{FX_{Final}}{FX_{Initial}}$ in the formulae above shall be equal to 1.

If "Prior Coupon Amount Deduction" is specified as applicable in the applicable Issue Terms then the Prior Coupon Amount shall be deducted from the Final Redemption Amount determined above as specified in the applicable Issue Terms.

3.4 Triple Barrier Redemption (Principal at Risk)

If "Triple Barrier Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount equal or greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the relevant determination date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°3 in the applicable Issue Terms, (b) an amount equal or greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°3 in the applicable Issue Terms and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Issue Terms, (c) an amount equal or greater than Par, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to (iii) less than or (iv) less or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Issue Terms, OR (d) in any other case, at an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "Triple Barrier Redemption" is applicable as specified in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

- (a) If the Determination Agent determines that the Relevant Underlying Performance (i) as of the Determination Date, if "Final Observation" applies, (ii) as of each Observation Date, if "Daily Observation" applies or (iii) at any time during the Observation Period, if "Continuous Observation" applies, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°3, an amount which may be:

- (i). a fixed amount, expressed as a percentage per Calculation Amount equal to the Specified Rate 1 as specified in the applicable Issue Terms; or

- (ii). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} [\text{Floor } 1 ; \text{Min} [\text{Cap } 1 ; \text{Specified Rate } 1 + (\text{Participation Rate } 1 \times \text{Max} (\text{Final Redemption Rate} ; \text{Relevant Underlying Performance}) \times \frac{FX_{Final}}{FX_{Initial}})]]]$$

- (iii). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} [\text{Floor } 1 ; \text{Min} [\text{Cap } 1 ; \text{Specified Rate } 1 + (\text{Participation Rate } 1 \times \text{Max}(0 ; \text{Relevant Underlying Performance} - \text{Performance Rate}))]]]$$

- (iv). determined in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Min} [\text{Cap } 1 ; \text{Specified Rate } 1 + [(\text{number of } [\text{calendar days} / \text{Business Days}] \text{ from the } [\text{Issue Date} / \text{Strike Date}]) / Y] * [\text{Percentage Rate}] \%]$$

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- (b) If the Determination Agent determines that the Relevant Underlying Performance (i) as of the Determination Date, if "Final Observation" applies, (ii) as of each Observation Date, if "Daily Observation" applies or (iii) at any time during the Observation Period, if "Continuous Observation" applies, is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°3 and is (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°2, an amount, which may be :
- (i). a fixed amount expressed as a percentage per Calculation Amount equal to the Specified Rate 2 as specified in the applicable Issue Terms; or
- (ii). determined in accordance with the following formula:
- $$\text{Calculation Amount} \times \text{Min} [\text{Cap} ; \text{Specified Rate 2} + (\text{Participation Rate 2} \times \text{Relevant Underlying Performance})]$$
- (iii). determined in accordance with the following formula:
- $$\text{Calculation Amount} \times \text{Min} [\text{Cap 2} ; \text{Specified Rate 2} + [(\text{number of } [\text{calendar days}/\text{Business Days}] \text{ from the } [\text{Issue Date} / \text{Strike Date}]) / Y] * [\text{Percentage Rate}] \%$$
- (c) the Specified Rate 3, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date , if "Final Observation" applies, (ii) as of each Observation Date, if "Daily Observation" applies or (iii) at any time during the Observation Period, if "Continuous Observation" applies, is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°2; or
- (d) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$\begin{aligned} &\textbf{Final Redemption Amount} \\ &= \textbf{Calculation Amount} \\ &\times \textbf{Min} [\textbf{Cap 3} ; \textbf{Max} (\textbf{Floor 2} ; (\textbf{Specified Rate 4} \\ &+ (\textbf{Participation Rate 3} \times \textbf{Relevant Underlying Performance}) \\ &\times \frac{\textbf{FX}_{\textbf{Final}}}{\textbf{FX}_{\textbf{Initial}}})) \end{aligned}$$

Provided that if (d) above applies and Physical Settlement is specified as applicable in the applicable Issue Terms, Condition 20 (*Physical Settlement*) and the Final Redemption Term described in paragraph 3.37 (*Physical Settlement*) below shall apply as specified in the applicable Issue Terms.

If the applicable Issue Terms specify "FX Return" to be "Not Applicable", then $\frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}}$ in the formulae above shall be equal to 1.

If "Prior Coupon Amount Deduction" is specified as applicable in the applicable Issue Terms then the Prior Coupon Amount shall be deducted from the Final Redemption Amount determined above as specified in the applicable Issue Terms.

3.5 Geared Barrier Redemption (Principal at Risk)

If "Geared Barrier Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either:
(a) the Specified Rate, if the Final Reference Value as of the Determination Date is (i) greater than, (ii)

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greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Adjusted Initial Reference Value, OR (b) in any other case, at an amount linked to the performance of the Relevant Underlying using for such purposes the Adjusted Initial Reference Value as Initial Reference Value, which may be less than Par.

If "**Geared Barrier Redemption**" is applicable as specified in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

- (a) the Specified Rate, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Adjusted Initial Reference Value; or
- (b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Calculation Amount} \times \frac{\text{Final Reference Value}}{\text{Adjusted Initial Reference Value}}$$

where:

Adjusted Initial Reference Value means the percentage of the Initial Reference Value specified as such in the applicable Issue Terms.

3.6 Participation Redemption (Principal at Risk or Principal not at Risk)

If "Participation Redemption" is applicable as specified in the Issue Terms of the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at an amount calculated by reference to a percentage of the performance of the Relevant Underlying which may be subject to a minimum percentage (Floor) and/or a maximum percentage (Cap).

If "**Participation Redemption**" is applicable as specified in the Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Calculation Amount} \times \text{Min} [\text{Cap}; \text{Max} (\text{Floor}; \text{Specified Rate} + [(\text{Participation Rate} \times \text{Max}(\text{Final Redemption Rate}; \text{Relevant Underlying Performance}) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}})] + \text{Bonus Amount}]$$

If the applicable Issue Terms specify "**FX Return**" to be "Not Applicable", then $\frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}}$ in this formula shall be equal to 1.

3.7 Modified Airbag Barrier Redemption (Principal at Risk)

If "Modified Airbag Barrier Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount greater than Par linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Issue Terms, (b) Par, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than (ii) greater than or equal to (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Final Redemption Barrier Value n°2, OR (b) in any other case, at an amount linked to a percentage of the performance of the Relevant Underlying, which may be less than Par.

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If "**Modified Airbag Barrier Redemption**" is specified in relation to the Final Redemption Amount in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

- (a) If the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°2, the rate expressed as a percentage, determined in accordance with the following formula:

$\text{Calculation Amount} \times \text{Min} [\text{Cap} ; \text{Specified Rate 1} + (\text{Participation Rate} \times \text{Relevant Underlying Performance})]$

- (b) the Specified Rate 2, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value n°2; or

- (c) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

"Final Redemption Amount =

Calculation Amount × Max [Floor ; (Specified Rate 3 + (Airbag Rate × (Final Reference Value / Initial Reference Value – Percentage Rate))]"

3.8 Lock in Redemption (Principal at Risk)

If "Lock in Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) Par, if the Relevant Underlying Performance determined as of any specified Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Lock in Barrier Value in the applicable Issue Terms, OR (b) in any other case, at an amount linked to the performance of the Relevant Underlying determined as of the Determination Date, which may be less than Par.

If "**Lock in Redemption**" is specified in relation to the Final Redemption Amount in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

- (a) the Specified Rate 1, if the Determination Agent determines that the Relevant Underlying Performance as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Lock in Barrier Value; or
- (b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

Final Redemption Amount
= Calculation Amount × (Specified Rate 2
+ Relevant Underlying Performance)

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Issue Terms, Condition 20 (*Physical Settlement*) and the Final Redemption Term described in paragraph 3.37 (*Physical Settlement*) below shall apply as specified in the applicable Issue Terms.

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3.9 Barrier & Lock in Redemption (Principal at Risk)

If "Barrier & Lock in Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date either: (a) at Par, if either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value or (2) the Relevant Underlying Value determined as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the value specified as the Lock in Barrier Value, OR (b) if neither (1) nor (2) above applies, at an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "**Barrier & Lock in Redemption**" is applicable as specified in the applicable Issue Terms, the Final Redemption Amount at which the Securities will be redeemed shall be an amount per Calculation Amount equal to:

- (a) the Specified Rate 1, if the Determination Agent determines that either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value; OR (2) the Relevant Underlying Value as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Lock in Barrier Value; or
- (b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

Final Redemption Amount

$$= \text{Calculation Amount} \times (\text{Specified Rate 2} + \text{Relevant Underlying Performance})$$

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Issue Terms, Condition 20 (*Physical Settlement*) and the Final Redemption Term described in paragraph 3.37 (*Physical Settlement*) below shall apply as specified in the applicable Issue Terms.

3.10 Capitalised Memory Redemption

If the applicable Issue Terms specify "**Capitalised Memory Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$[\text{Calculation Amount} \times (\text{Specified Rate} + \text{Final Redemption Rate})] - \text{Prior Coupon Amount}$$

3.11 Performance-Linked Redemption

If applicable Issue Terms specify "**Performance-Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\begin{aligned} &\text{Calculation Amount} + \left[\text{Calculation Amount} \times 100\% \times \text{Max} \left[\text{Specified Percentage 1}; \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right] \right. \\ &\quad \left. + \text{Min} \left[0; \left\{ \text{Max} \left(\text{Specified Percentage 2}; \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) \right\} \right] \right] \end{aligned}$$

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3.12 Participation Redemption – FX Performance Adjustment

If the applicable Issue Terms specify "**Participation Redemption – FX Performance Adjustment**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the applicable Issue Terms specify "**Barrier Feature**" to be applicable:
- (i) if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (A) greater than, (B) greater than or equal to, (C) equal to, (D) less than or (E) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} \times \frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}} + \left\{ \text{Participation Rate 1} \times \text{Max}(\text{Final Redemption Rate}; \text{Relevant Underlying Performance}) \times \frac{\text{FX}_{\text{FinalOption}}}{\text{FX}_{\text{InitialOption}}} \right\} \right]$$

- (ii) if (i) above does not apply,
- (A) unless "**Worst Performance**" is specified as being applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 2} + \left(\text{Participation Rate 2} \times \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right) \times \frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}} \right]$$

provided that if the applicable Issue Terms specify "**FX Return (Downside Redemption)**" to be "Not Applicable", then $\frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}}$ in the formula set out in this Paragraph 3.12(a)(ii)(A) (*Participation Redemption – FX Performance Adjustment*) shall be equal to 1; or

- (B) if "**Worst Performance**" is specified as being applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 2} + (\text{Participation Rate 2} \times \text{Lowest Basket Component Performance}) \times \frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}} \right]$$

provided that if the applicable Issue Terms specify "**FX Return (Downside Redemption)**" to be "Not Applicable", then $\frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}}$ in the formula set out in this Paragraph 3.12(a)(ii)(B) (*Participation Redemption – FX Performance Adjustment*) shall be equal to 1; or

- (b) if the applicable Issue Terms specify "**Barrier Feature**" to be not applicable, determined by the Determination Agent in respect of the Determination Date in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} \times \frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}} + \left\{ \text{Participation Rate 1} \times \text{Max}(\text{Final Redemption Rate}; \text{Relevant Underlying Performance}) \times \frac{\text{FX}_{\text{FinalOption}}}{\text{FX}_{\text{InitialOption}}} \right\} \right]$$

provided that if the applicable Issue Terms specify "**FX Return (Downside Redemption)**" to be "Not Applicable", then $\frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}}$ in the formula set out in this Paragraph 3.12(a)(ii)(B) (*Participation Redemption – FX Performance Adjustment*) shall be equal to 1.

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3.13 Dual Barrier Redemption – Twin Win 1

If the applicable Issue Terms specify "**Dual Barrier Redemption – Twin Win 1**" to be applicable and:

- (a) if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (A) greater than, (B) greater than or equal to, (C) less than or (D) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 1, the Securities, unless previously redeemed or cancelled, shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} + \left\{ \text{Participation Rate 1} \times \text{Max}(\text{Final Redemption Rate 1}; \text{Relevant Underlying Performance}) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right\} \right]$$

provided that if the applicable Issue Terms specify that "**Performance Cap Basis**" applies, the Final Redemption Amount shall be an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} + \left\{ \text{Participation Rate 1} \times \text{Min} [\text{Performance Cap}; \text{Max}(\text{Final Redemption Rate 1}; \text{Relevant Underlying Performance})] \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right\} \right]$$

- (b) if (a) above does not apply, but the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (A) greater than, (B) greater than or equal to, (C) less than or (D) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 2, the Securities, unless previously redeemed or cancelled, shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 2} + \left\{ \text{Participation Rate 2} \times \text{Max}(\text{Final Redemption Rate 2}; \text{Relevant Underlying Performance (Put)}) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right\} \right]$$

- (c) if neither (a) nor (b) above applies and Physical Settlement is specified as not applicable in the applicable Issue Terms, the Securities, unless previously redeemed or cancelled, shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 3} + \left(\text{Participation Rate 3} \times \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right) \right]$$

- (d) if neither (a) nor (b) above applies and Physical Settlement is specified as applicable in the applicable Issue Terms, the Securities, unless previously redeemed or cancelled, shall be redeemed by delivery of the Physical Delivery Amount (and, if applicable, payment of any Cash Residual Amount) in accordance with Condition 20 (*Physical Settlement*) and:

- (i) if "**Basic Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, the Physical Delivery Amount for the purposes of such Condition shall be the amount of Underlying Securities determined by the Determination Agent in accordance with the following formula:

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$$\text{Physical Delivery Amount} = \sum_{i=1}^n \text{Physical Delivery Amount}_i$$

"n" being equal to 1 (where the Securities are linked to a Single Underlying) or the number of Basket Components comprising the Basket (where the Securities are linked to a Basket), and where the Determination Agent shall determine "**Physical Delivery Amount_i**" in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \frac{1}{n} \times \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value}_i}$$

rounded down to the nearest whole round lot as permitted by the Exchange for trading purposes.

If any Physical Delivery Amount_i is rounded down to the nearest whole lot as permitted by the Exchange for trading purposes, the Issuer will also pay (in respect of all Physical Delivery Amounts_i) an aggregate amount equal to the Cash Residual Amount in respect of the Security; or

- (ii) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

3.14 Dual Barrier Redemption – Twin Win 2

If the applicable Issue Terms specify "**Dual Barrier Redemption – Twin Win 2**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the Determination Agent determines that:
- (i) if "**Range Barrier**" applies, as specified in the applicable Issue Terms, (A) Knock-in Value 1 as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (a) greater than or (b) greater than or equal to, as specified in the applicable Issue Terms, the Lower Final Redemption Barrier Value, and (B) Knock-in Value 2 as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (a) less than or (b) less than or equal to, as specified in the applicable Issue Terms, the Upper Final Redemption Barrier Value; or
- (ii) if "**Single Barrier**" applies, as specified in the applicable Issue Terms, Knock-in Value 1 as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (a) greater than, (b) greater than or equal to, (c)

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less than or (d) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 1;

and;

- (I) if the Determination Agent determines that Knock-in Value 3 as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 2, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} + \left\{ \text{Participation Rate 1} \times \text{Max}(\text{Final Redemption Rate 1; Relevant Underlying Performance}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}} \right\} \right]$$

or

- (II) if (I) above does not apply, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 2} + \left\{ \text{Participation Rate 2} \times \text{Max}(\text{Final Redemption Rate 2; Relevant Underlying Performance(Put)}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}} \right\} \right]$$

- (b) if (a) above does not apply and:

- (i) if the Determination Agent determines that Knock-in Value 4 as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 3, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 3} + \left\{ \text{Participation Rate 3} \times \text{Max}(\text{Final Redemption Rate 3; Relevant Underlying Performance}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}} \right\} \right]$$

or

- (ii) if (b)(i) above does not apply, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 4} + \left\{ \text{Participation Rate 4} \times \text{Max}(\text{Final Redemption Rate 4; Relevant Underlying Performance}) \times \frac{FX_{\text{Final}}}{FX_{\text{Initial}}} \right\} \right]$$

3.15 Mixto Redemption

If the applicable Issue Terms specify "**Mixto Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if "Specified Rate 1 Final Redemption Amount" is applicable as specified in the applicable Issue Terms and, on the Determination Date, the Determination Agent determines that the Final Reference Value is equal to or greater than the Initial Reference Value, determined by the Determination Agent in accordance with the following formula:

Reduced Calculation Amount + [Specified Rate 1 × Reduced Calculation Amount]; or

- (b) if (a) above does not apply:

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- (i) if, on the Determination Date, the Determination Agent determines that the Final Reference Value is equal to or greater than the Barrier, determined by the Determination Agent in accordance with the following formula:

Reduced Calculation Amount + [Specified Rate 2 × Reduced Calculation Amount]; or

- (ii) if, on the Determination Date, the Determination Agent determines that the Final Reference Value is less than the Barrier and:

- (x) "**Capital Protection**" is specified as applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

Reduced Calculation Amount + [Specified Rate 3 × Reduced Calculation Amount] × $\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}}$,
or

- (y) "**Capital Protection**" is specified as not applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

Reduced Calculation Amount × Specified Rate 3 × $\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}}$

3.16 Synthetic Zero Redemption

If the applicable Issue Terms specify "**Synthetic Zero Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (**provided that** if the value determined by the Determination Agent in accordance with such formula is a negative number, the Final Redemption Amount in respect of the Securities shall be zero):

$$\text{Calculation Amount} \times \left[1 - \text{Max} \left\{ 0; \text{Participation Rate} \times \frac{(\text{Specified Strike Value} - \text{Initial Reference Value})}{\text{Final Reference Value}} \right\} \right]$$

3.17 Lock In Ladder Redemption

If the applicable Issue Terms specify "**Lock In Ladder Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate} + \left\{ \text{Participation Rate} \times \text{Max}(\text{Final Redemption Rate}; \text{Relevant Underlying Performance}; \text{Multiplier} \times \text{Maximum Lock in Step}) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right\} \right]$$

3.18 Lock In Ladder Barrier Redemption

If the applicable Issue Terms specify "**Lock In Ladder Barrier Redemption**" as applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (A) greater than, (B) greater than or equal to, (C) less than or (D) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value, determined by the Determination Agent in accordance with the following formula:

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$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} + \left\{ \text{Participation Rate 1} \times \text{Max}(\text{Final Redemption Rate; Relevant Underlying Performance; Multiplier} \times \text{Maximum Lock in Step}) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right\} \right]$$

or

- (b) if (a) above does not apply and the Maximum Lock in Step is greater than zero, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 1} + \left\{ \text{Participation Rate 1} \times \text{Max}(\text{Final Redemption Rate; Relevant Underlying Performance; Multiplier} \times \text{Maximum Lock in Step}) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right\} \right]$$

or

- (c) if neither (a) nor (b) above applies,
- (i) unless "Worst Performance" is specified as being applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 2} + \left(\text{Participation Rate 2} \times \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right]$$

- (ii) if "**Worst Performance**" is specified as being applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate 2} + \left(\text{Participation Rate 2} \times \frac{\text{Final Reference Value of Worst Performing Basket Component}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}} \right) \times \frac{\text{FX}_{\text{Final}}}{\text{FX}_{\text{Initial}}} \right]$$

3.19 Multiple Barrier Redemption

If the applicable Issue Terms specify "**Multiple Barrier Redemption**" to be applicable, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (i) the Determination Date, (ii) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (iii) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (A) greater than, (B) greater than or equal to, (C) less than or (D) less than or equal to, as specified in the applicable Issue Terms, any Specified Final Redemption Barrier Value, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent by multiplying the Specified Final Redemption Rate specified in respect of that Specified Final Redemption Barrier Value and the Calculation Amount.

3.20 Inflation Linked Redemption

If the applicable Issue Terms specify "**Inflation Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, the Final Redemption Amount in respect of the Securities shall be zero):

$$\text{Calculation Amount} \times \left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{CPI}_{\text{Final}}}{\text{CPI}_{\text{Initial}}} - 1 \right) \right) \right]$$

and further provided that if the applicable Issue Terms specify:

- (i) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap; or

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- (ii) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or
- (iii) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor.

3.21 Booster Cash-only Redemption

If "Booster Cash-only Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at an amount linked to the performance of the Relevant Underlying determined on the Determination Date by subtracting from the Calculation Amount the Final Downside Amount (if applicable) and adding the Final Upside Amount (if applicable). If Final Digital Amount is applicable, a fixed additional amount may be paid by the Issuer. If Capital Protection is applicable, the minimum Final Redemption Amount will be equal to the Applicable Floor. If FX Adjustment is applicable, the Final Redemption Amount will be adjusted to reflect to evolution of the selected currency exchange rate.

If "**Booster Cash-only Redemption**" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed shall be an amount per Calculation Amount equal to:

Final Redemption Amount = $\text{Max}[\text{Specified Rate} \times \text{Calculation Amount} - \text{Final Downside Amount} + \text{Final Upside Amount} + \text{Final Digital Amount} ; \text{Calculation Amount} \times \text{Applicable Floor}] \times \text{FX}_{\text{Final}}/\text{FX}_{\text{Initial}}$

where:

"**Applicable Floor**" means, if Capital Protection is specified as applicable in the applicable Final Terms, the percentage specified in the applicable Final Terms;

"**Bonus Rate(s)**" means the percentage or percentages specified as such in the applicable Final Terms, provided that the applicable Final Terms may specify a different Bonus Rate in respect of different Digital Barrier Value;

"**Digital Barrier Value(s)**" means the value or values specified as such in the applicable Final Terms, which may be expressed as a single value or as a percentage, provided that the applicable Final Terms may specify different Digital Barrier Values, each corresponding to a different Bonus Rate;

"**Final Digital Amount(s)**" means:

- (i) if "Final Digital Amount" is specified as not applicable in the applicable Final Terms, zero; and
- (ii) if "Final Digital Amount" is specified as applicable in the applicable Final Terms, an amount or amounts determined by the Determination Agent in accordance with the following:
 - (A) if on the Determination Date the Relevant Underlying Performance is (I) greater than, (II) greater than or equal to, (III) less than, or (IV) less than or equal to, as specified in the applicable Final Terms, the applicable Digital Barrier Value, an amount determined in accordance with the following formula:

Calculation Amount $\times$ Bonus Rate

- (B) in any other case, zero.

"**Final Downside Amount**" means, if specified as applicable in the applicable Final Terms:

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- (i) if (a) if specified as applicable in the applicable Final Terms, or (b) if specified as applicable in the applicable Final Terms and a Final Downside Amount Event has occurred, an amount determined by the Determination Agent on the Determination Date in accordance with the following formula, provided that "Put Performance" must be specified as "Applicable" in the applicable Final Terms for the purposes of calculating the Final Downside Amount:

Calculation Amount x Min[Max Loss Rate ; Participation Rate n°2 x Max(0; Relevant Underlying Performance)]

- (ii) (ii) (a) if specified as not applicable in the applicable Final Terms, or (b) if no Final Downside Amount Event has occurred, an amount equal to:

Calculation Amount x Downside Multiplier

where "**Downside Multiplier**" means (x) the value (which may be zero) specified as such in the applicable Final Terms, or (y) if "Downside Multiplier" is specified as not applicable in the applicable Final Terms, zero;

"**Final Downside Amount Barrier Value**" means (a) the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value), provided that if no such value is specified, the relevant value shall be equal to 100 per cent. of the Initial Reference Value or (b) the value specified in respect of each Basket Component in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value of such Basket Component), provided that if no such percentage is specified, the relevant value shall be equal to 100 per cent. of the Initial Reference Value of such Basket Component;

"**Final Downside Amount Event**" means that the Relevant Underlying Performance is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Downside Amount Barrier Value in respect of (x) the Determination Date, (y) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (z) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date;

"**Final Upside Amount**" means:

- (iii) (a) if specified as applicable in the applicable Final Terms, or (b) if specified as applicable in the applicable Final Terms and a Final Upside Amount Event has occurred, an amount determined by the Determination Agent in accordance with the following formula:

Calculation Amount x Participation Rate n°1 x (Min (Cap ; Max(0; Relevant Underlying Performance)))

- (iv) (a) if specified as not applicable in the applicable Final Terms, or (b) if specified as applicable in the applicable Final Terms but no Final Upside Amount Event has occurred, an amount equal to:

Calculation Amount x Upside Multiplier

where "**Upside Multiplier**" means (x) the value (which may be zero) specified as such in the applicable Final Terms, or (y) if "Upside Multiplier" is specified as not applicable in the applicable Final Terms, zero;

"**Final Upside Amount Barrier Value**" means (a) the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value), provided that if no such value is specified, the relevant value shall be equal to 100 per cent. of

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the Initial Reference Value or (b) the value specified in respect of each Basket Component in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value of such Basket Component), provided that if no such percentage is specified, the relevant value shall be equal to 100 per cent. of the Initial Reference Value of such Basket Component;

"Final Upside Amount Event" means that the Relevant Underlying Performance is (I) greater than, (II) greater than or equal to, (III) less than, or (IV) less than or equal to, as specified in the applicable Final Terms, the Final Upside Amount Barrier Value in respect of (x) the Determination Date, (y) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (z) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date;

"Max Loss Rate" means, if specified as applicable in the applicable Final Terms, the percentage specified in the applicable Final Terms;

"Participation Rate n°1" means the percentage specified as such in the applicable Final Terms;

"Participation Rate n°2" means the percentage specified as such in the applicable Final Terms;

"Specified Rate" means the percentage specified *as such in the applicable Final Terms*.

For the avoidance of doubt, each determination of the Relevant Underlying Performance in accordance with the provision above may be made by reference to different Performance Determination Terms, as specified in the applicable Final Terms. For example, the Relevant Underlying Performance for the purposes of the determining whether the Final Downside Amount Event has occurred may be calculated using a Selected Average Basic Performance, whereas the Relevant Underlying Performance for the purposes of calculating the Final Downside Amount may be calculated using a Worst of – Non Equally Weighted Average Performance.

3.22 **Booster Cash and Physical Redemption**

If "Booster Cash and Physical Redemption" is applicable as specified in the applicable Issue Terms, the Securities, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at an amount linked to the performance of the Relevant Underlying determined on the Determination Date. If the Knock-in Value is greater than, greater than or equal to, less than, or less than or equal to (as specified in the applicable Issue Terms) the Final Redemption Barrier Value on the relevant observation date(s) or during the Barrier Observation Period (as applicable), the Notes will be redeemed in cash at Par plus the Final Upside Amount (if applicable). If such condition is not satisfied, the Securities will be redeemed by payment of the Final Upside Amount (if applicable) together with delivery of the Physical Delivery Amount (including any Cash Residual Amount, if applicable) in accordance with the Physical Settlement provisions.

If **"Booster Cash and Physical Redemption"** is applicable as specified in the applicable Issue Terms:

- (i) if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (I) the Determination Date, (II) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (III) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (A) greater than, (B) greater than or equal to, (C) less than, or (D) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times 100\% + \text{Final Upside Amount}$$

- (ii) if (i) does not apply, unless previously redeemed or cancelled, such Securities shall be redeemed by payment on the Maturity Date of the Final Redemption Amount, being (A) an amount per

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Calculation Amount equal to the Final Upside Amount; and (B) the delivery of the Physical Delivery Amount (including, for the avoidance of doubt, payment of any Cash Residual Amount, if applicable) in accordance with Condition 20 (*Physical Settlement*) and paragraph 3.37 (*Physical Settlement*) as specified as applicable in the applicable Issue Terms.

where:

"Final Upside Amount" means (i) if "Final Upside Amount" is specified as not applicable in the applicable Issue Terms, zero; and (ii) if "Final Upside Amount" is specified as applicable in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Participation Rate} \times \text{Min}[\text{Performance Cap ; Max (0 ; Relevant Underlying Performance)}]$$

$$\text{Calculation Amount} \times \text{Participation Rate} \times \text{Min}[\text{Performance Cap ; Max (0 ; Relevant Underlying Performance)}]$$

"Performance Cap" means, if specified as applicable in the applicable Issue Terms, the percentage specified as such in the applicable Issue Terms;

"Participation Rate" means the percentage specified as such in the applicable Issue Terms;

For the avoidance of doubt, each determination of the Relevant Underlying Performance in accordance with the provisions above may be made by reference to different Performance Determination Terms, as specified in the applicable Issue Terms.

3.23 Multi Booster Redemption 1

If the applicable Issue Terms specify **"Multi Booster Redemption 1"** to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (x) the Determination Date, (y) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (z) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (I) greater than, (II) greater than or equal to, (III) less than or (IV) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 1, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times 100 \%$$

- (b) if (a) does not apply and the Determination Agent determines that the Worst Basket Component Performance as of, as specified in the applicable Issue Terms, (x) the Determination Date, (y) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (z) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (I) greater than, (II) greater than or equal to, (III) less than or (IV) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 2 in respect of the Worst Performing Basket Component and:

- (i) if Physical Settlement is specified as not applicable in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Worst Basket Component Performance}$$

- (ii) if Physical Settlement is specified as applicable in the applicable Issue Terms, the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

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$$\text{Physical Delivery Amount} = \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount; or

- (c) if neither (a) nor (b) applies, equal to zero.

3.24 Multi Booster Redemption 2

If the applicable Issue Terms specify "**Multi Booster Redemption 2**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the Determination Agent determines that the Knock-in Value 1 as of, as specified in the applicable Issue Terms, (a) the Determination Date, (b) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (I) greater than, (II) greater than or equal to, (III) less than or (IV) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 1, determined by the Determination Agent in accordance with the following formula:

$$\text{Max [Calculation Amount; Calculation Amount + Applicable Performance]}$$

- (b) if (a) does not apply and:

- (i) the Determination Agent determines that the Knock-in Value 2 as of, as specified in the applicable Issue Terms, (a) the Determination Date, (b) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date is (I) greater than, (II) greater than or equal to, (III) less than or (IV) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 2, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Specified Rate}$$

or

- (ii) if (i) above does not apply:

- (A) unless "**Physical Settlement**" applies as specified in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Applicable Performance; or}$$

- (B) if "**Physical Settlement**" applies as specified in the applicable Issue Terms, Condition 20 (*Physical Settlement*) shall apply and:

- (1) if "**Basic Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, unless such Securities have been previously redeemed or cancelled, the Physical Delivery Amount for the purposes of such Condition shall be the amount of Underlying Securities determined by the Determination Agent in accordance with the following formula:

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$$\text{Physical Delivery Amount} = \sum_{i=1}^n \text{Physical Delivery Amount}_i$$

"n" being equal to 1 (where the Securities are linked to a Single Underlying) or the number of Basket Components comprising the Basket (where the Securities are linked to a Basket), and where the Determination Agent shall determine "**Physical Delivery Amount_i**" in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \frac{1}{n} \times \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value}_i}$$

rounded down to the nearest whole round lot as permitted by the Exchange for trading purposes.

If any Physical Delivery Amount_i is rounded down to the nearest whole lot as permitted by the Exchange for trading purposes, the Issuer will also pay (in respect of all Physical Delivery Amounts_i) an aggregate amount equal to the Cash Residual Amount in respect of the Security; or

- (2) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, unless such Securities have been previously redeemed or cancelled, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

- (3) if "**Best-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, unless such Securities have been previously redeemed or cancelled, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

In respect of this paragraph 3.32:

"**Applicable Performance**" means an amount determined by the Determination Agent in accordance with the following formula:

- (a) if "**Basic Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms:

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$$\left[\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Call Strike} \right]$$

- (b) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms:

$$\left[\frac{\text{Final Reference Value of Worst Performing Basket Component}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}} - \text{Call Strike} \right]$$

- (c) if "**Best-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms:

$$\left[\frac{\text{Final Reference Value of Best Performing Basket Component}}{\text{Applicable Initial Reference Value of Best Performing Basket Component}} - \text{Call Strike} \right]$$

- (d) if "**Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms:

$$[\text{Relevant Underlying Performance} - \text{Call Strike}]$$

3.25 Plateau Booster Redemption (1)

If the applicable Issue Terms specify "**Plateau Booster Redemption (1)**" to be applicable to the Securities, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} - \text{Final Downside Amount} + \text{Final Upside Amount}$$

where:

"**Final Downside Amount**" means an amount calculated as follows:

- (i) if on the Determination Date, the Knock-in Value is equal to or greater than the Final Redemption Barrier Value, zero; or
- (ii) if on the Determination Date, the Knock-in Value is less than the Final Redemption Barrier Value:
 - (a) if "**Final Downside Amount 1**" is specified as applicable in the applicable Issue Terms:

$$\text{Calculation Amount} \times \left[1 - \frac{\text{Downside Performance}}{\text{Geared Put Strike}} \right]$$

- (b) if "**Final Downside Amount 2**" is specified as applicable in the applicable Issue Terms:

$$\text{Calculation Amount} \times [1 - \text{Downside Performance}]$$

"**Final Upside Amount**" means an amount calculated as follows:

$$[\text{CA} \times \text{Participation Rate} \times \text{Min} [\text{Specified Percentage (Final Upside Amount)}, \text{Max} (0\%, \text{Upside Performance})]] + [\text{CA} \times \text{Max} [0\%, \text{Upside Performance} - (\text{Participation Rate} \times \text{Specified Percentage (Final Upside Amount)})]]$$

"**Downside Performance**" means:

- (i) if the Securities are linked to the performance of a Basket and "Best Performance" is specified as applicable in the applicable Issue Terms, the Best Basket Component Performance;

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- (ii) if the Securities are linked to the performance of a Basket and "Worst Performance" is specified as applicable in the applicable Issue Terms, the Worst Basket Component Performance;
- (iii) if the Securities are linked to the performance of a Basket and "Relevant Underlying Performance" is specified as applicable in the applicable Issue Terms for the purposes of determining the Barrier Performance, the Relevant Underlying Performance; or
- (iv) if the Securities are not linked to the performance of a Basket, an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}}$$

"Upside Performance" means:

- (i) if the Securities are linked to the performance of a Basket and "Best Performance" is specified as applicable in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula;

$$\frac{\text{Final Average Value} - \text{Initial Reference Value of Best Performing Basket Component}}{\text{Initial Reference Value of Best Performing Basket Component}}$$

- (ii) if the Securities are linked to the performance of a Basket and "Worst Performance" is specified as applicable in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula;

$$\frac{\text{Final Average Value} - \text{Initial Reference Value of Worst Performing Basket Component}}{\text{Initial Reference Value of Worst Performing Basket Component}}$$

- (iii) if the Securities are linked to the performance of a Basket and "Relevant Underlying Performance" is specified as applicable in the applicable Issue Terms for the purposes of determining the Upside Performance, the Relevant Underlying Performance; or
- (iv) if the Securities are not linked to the performance of a Basket, an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Average Value} - \text{Initial Reference Value}}{\text{Initial Reference Value}}$$

"Best Basket Component Performance" means an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Final Redemption) of Best Performing Basket Component}}{\text{Applicable Initial Reference Value of Best Performing Basket Component}}$$

"Worst Basket Component Performance" means an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Final Redemption) of Worst Performing Basket Component}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}}$$

"Final Average Value" means the arithmetic mean of the Relevant Underlying Value of:

- (i) if the Securities are not linked to the performance of a Basket, the Relevant Underlying on each of the Averaging Dates;
- (ii) if the Securities are linked to the performance of a Basket and "Worst Performance" is specified as applicable in the applicable Issue Terms, the Worst Performing Basket Component on each of the Averaging Dates;

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- (iii) if the Securities are linked to the performance of a Basket and "Best Performance" is specified as applicable in the applicable Issue Terms, the Best Performing Basket Component on each of the Averaging Dates; or
- (iv) if the Securities are linked to the performance of a Basket and (ii) or (iii) above does not apply, in respect of each Relevant Underlying, such Relevant Underlying on each of the Averaging Dates;

"CA" means the Calculation Amount.

"Geared Put Strike" means the percentage specified as such in the applicable Issue Terms.

3.26 Plateau Booster Redemption (2)

If the applicable Issue Terms specify "**Plateau Booster Redemption (2)**" to be applicable to the Securities, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the Determination Agent determines that the Knock-in Value as of the Determination Date is greater than or equal to the Final Redemption Barrier Value, determined by the Determination Agent in accordance with the following formula:

$$CA + [CA \times \text{Participation Rate} \times \text{Min} [\text{Specified Percentage (Plateau Booster Redemption 2), Max (0\%, Upside Performance)}]] + [CA \times \text{Max} [0\%, \text{Upside Performance} - (\text{Participation Rate} \times \text{Specified Percentage (Plateau Booster Redemption 2)})]]]; \text{ OR}$$

- (b) if the Determination Agent determines that the Knock-in Value as of the Determination Date is less than the Final Redemption Barrier Value, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Downside Performance}$$

where:

"Downside Performance" means:

- (i) if the Securities are linked to the performance of a Basket and "Best Performance" is specified as applicable in the applicable Issue Terms, the Best Basket Component Performance;
- (ii) if the Securities are linked to the performance of a Basket and "Worst Performance" is specified as applicable in the applicable Issue Terms, the Worst Basket Component Performance;
- (iii) if the Securities are linked to the performance of a Basket and "Relevant Underlying Performance" is specified as applicable in the applicable Issue Terms for the purposes of determining the Barrier Performance, the Relevant Underlying Performance; or
- (iv) if the Securities are not linked to the performance of a Basket, an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}}$$

"Upside Performance" means:

- (i) if the Securities are linked to the performance of a Basket and "Best Performance" is specified as applicable in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula;

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$$\frac{\text{Final Average Value} - \text{Initial Reference Value of Best Performing Basket Component}}{\text{Initial Reference Value of Best Performing Basket Component}}$$

- (ii) if the Securities are linked to the performance of a Basket and "Worst Performance" is specified as applicable in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula;

$$\frac{\text{Final Average Value} - \text{Initial Reference Value of Worst Performing Basket Component}}{\text{Initial Reference Value of Worst Performing Basket Component}}$$

- (iii) if the Securities are linked to the performance of a Basket and "Relevant Underlying Performance" is specified as applicable in the applicable Issue Terms for the purposes of determining the Upside Performance, the Relevant Underlying Performance; or
- (iv) if the Securities are not linked to the performance of a Basket, an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Average Value} - \text{Initial Reference Value}}{\text{Initial Reference Value}}$$

"Best Basket Component Performance" means an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Final Redemption) of Best Performing Basket Component}}{\text{Applicable Initial Reference Value of Best Performing Basket Component}}$$

"Worst Basket Component Performance" means an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Final Redemption) of Worst Performing Basket Component}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}}$$

"Final Average Value" means the arithmetic mean of the Relevant Underlying Value of:

- (i) if the Securities are not linked to the performance of a Basket, the Relevant Underlying on each of the Averaging Dates;
- (ii) if the Securities are linked to the performance of a Basket and "Worst Performance" is specified as applicable in the applicable Issue Terms, the Worst Performing Basket Component on each of the Averaging Dates;
- (iii) if the Securities are linked to the performance of a Basket and "Best Performance" is specified as applicable in the applicable Issue Terms, the Best Performing Basket Component on each of the Averaging Dates; or
- (iv) if the Securities are linked to the performance of a Basket and (ii) or (iii) above does not apply, in respect of each Relevant Underlying, such Relevant Underlying on each of the Averaging Dates;

"CA" means the Calculation Amount.

3.27 MXN Denominated UDI Linked Redemption

If the applicable Issue Terms specify **"MXN Denominated UDI Linked Redemption"** to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the

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Determination Agent in accordance with such formula is a negative number, the Final Redemption Amount in respect of the Securities shall be zero):

$$\text{Calculation Amount} \times \left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \right]$$

and further provided that if the applicable Issue Terms specify:

- (i) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap; or
- (ii) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or
- (iii) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor.

3.28 UDI Final Linked Redemption

If the applicable Issue Terms specify "**UDI Final Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, the Final Redemption Amount in respect of the Securities shall be zero):

$$\text{Calculation Amount} \times \text{Specified Rate} \times \text{UDI}_{\text{Final}}$$

and further provided that if the applicable Issue Terms specify:

- (i) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap; or
- (ii) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or
- (iii) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor.

3.29 Linear Inflation Linked Redemption

If the applicable Issue Terms specify "**Linear Inflation Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} \left[\frac{\text{CPI}_{\text{Final}}}{\text{CPI}_{\text{Initial}}}, 1 \right]$$

3.30 Interpolated Inflation Linked Redemption

If the applicable Issue Terms specify "**Interpolated Inflation Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Max} \left[\frac{\text{Inflation Index (Maturity)}}{\text{Inflation Index (Start)}}, 1 \right]$$

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where:

"Inflation Index (Maturity)" means, the DIR Index Level in respect of the Maturity Date, as determined by the Determination Agent; and

"Inflation Index (Start)" means, the DIR Index Level in respect of the Issue Date, as specified in the applicable Issue Terms.

3.31 One Star Final Redemption

If the applicable Issue Terms specify **"One Star Final Redemption"** to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount:

- (a) if the Determination Agent determines that (i) the Knock-in Value 1 as of, as specified in the applicable Issue Terms (a) the Determination Date (b) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date, is (I) greater than, (II) greater than or equal to, (III) equal to, (IV) less than or (V) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 1 or (ii) the Knock-in Value 2 as of, as specified in the applicable Issue Terms (a) the Determination Date (b) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of the Determination Date, is (I) greater than, (II) greater than or equal to, (III) equal to, (IV) less than or (V) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 2, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Specified Rate}$$

- (b) if (a) above does not apply but the Determination Agent determines that the Knock-in Value 2 as of, as specified in the applicable Issue Terms (a) the Determination Date, (b) each Final Redemption Observation Date, if any, specified in respect of the Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (I) greater than, (II) greater than or equal to, (III) equal to, (IV) less than or (V) less than or equal to, as specified in the applicable Issue Terms, the Final Redemption Barrier Value 2:

- (A) unless **"Physical Settlement"** applies as specified in the applicable Issue Terms, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Applicable Performance}$$

where:

"Applicable Performance" means an amount determined by the Determination Agent in accordance with the following formula:

- (1) if **"Basic Performance-Linked Redemption"** is applicable as specified in the applicable Issue Terms:

$$\left[\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Call Strike} \right]$$

- (2) if **"Worst-of Basket Performance-Linked Redemption"** is applicable as specified in the applicable Issue Terms:

$$\left[\frac{\text{Final Reference Value of Worst Performing Basket Component}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}} - \text{Call Strike} \right]$$

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- (3) if "**Best-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms:

$$\left[\frac{\text{Final Reference Value of Best Performing Basket Component}}{\text{Applicable Initial Reference Value of Best Performing Basket Component}} - \text{Call Strike} \right]$$

- (4) if "**Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms:

$$[\text{Relevant Underlying Performance} - \text{Call Strike}]$$

- (B) if "**Physical Settlement**" applies as specified in the applicable Issue Terms, Condition 20 (*Physical Settlement*) shall apply and:

- (1) if "**Basic Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, unless such Securities have been previously redeemed or cancelled, the Physical Delivery Amount for the purposes of such Condition shall be the amount of Underlying Securities determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \sum_{i=1}^n \text{Physical Delivery Amount}_i$$

"n" being equal to 1 (where the Securities are linked to a Single Underlying) or the number of Basket Components comprising the Basket (where the Securities are linked to a Basket), and where the Determination Agent shall determine "**Physical Delivery Amount_i**" in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \frac{1}{n} \times \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value}_i}$$

rounded down to the nearest whole round lot as permitted by the Exchange for trading purposes.

If any Physical Delivery Amount_i is rounded down to the nearest whole lot as permitted by the Exchange for trading purposes, the Issuer will also pay (in respect of all Physical Delivery Amounts_i) an aggregate amount equal to the Cash Residual Amount in respect of the Security; or

- (2) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, unless such Securities have been previously redeemed or cancelled, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

- (3) if "**Best-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, unless such Securities have been previously redeemed or cancelled, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing

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Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Securityholder Par Value} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Best Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

3.32 Shark Redemption

If "Shark Redemption" is specified as applicable in the applicable Issue Terms, and unless the Securities have been previously redeemed or cancelled, the Issuer shall redeem the Securities on the Maturity Date, either (a) if no Barrier Event has occurred during the life of the Securities, an amount per Calculation Amount equal to the Specified Rate plus an amount linked to the performance of the Relevant Underlying; or (b) if a Barrier Event has occurred during the life of the Securities (american barrier), an amount per Calculation Amount equal to the Specified Rate, together with a Rebate, if applicable.

If the applicable Issue Terms specify "**Shark Redemption**" to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

- (i) If no Barrier Event has occurred:

$$\text{Calculation Amount} \times [\text{Specified Rate} + \text{Participation Rate} \times \text{Max} [0; \text{Relevant Underlying Performance}]]$$

- (ii) If the Barrier Event has occurred:

$$\text{Calculation Amount} \times [\text{Specified Rate} + \text{Rebate}]$$

"**Barrier Event**" means that at anytime during the Barrier Observation Period, the Relevant Underlying Performance (continuously observed on the basis of the Intraday Value of the Relevant Underlying) has been (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Barrier; and

"**Rebate**" means the percentage rate specified as such in the applicable Issue Terms.

3.33 Dropback Redemption

The Dropback Redemption is a mechanism that combines a Cash Allocation and an Invested Amount. At Strike Date, an Initial Cash Allocation is allocated to the Cash Allocation and the remainder, being 100% minus the Initial Cash Allocation, is allocated to the Initial Invested Amount.

The Cash Allocation pays regular interest amounts in accordance with the Dropback Coupon provisions. The Invested Amount does not bear interest and is exposed to the performance of the Relevant Underlying(s).

*The Invested Amount may progressively increase through a rebalancing mechanism triggered by the performance of the Relevant Underlying(s). Each time a Trigger Event occurs, an additional portion of the investment (the "**Investment Amount**") is transferred from the Cash Allocation to the Invested Amount, thereby reducing future interest payments whilst increasing exposure to the performance of the Relevant Underlying(s).*

*At maturity, the portion remaining in the Cash Allocation (if any) (the "**Final Cash Allocation**") is redeemed at a Specified Rate, whilst the Invested Amount(s) are indexed to the Relevant Underlying(s) Performance (which may be positive or negative), measured from the respective Trigger Event Date(s) at which each Investment Amount was transferred to the Invested Amount.*

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If the applicable Issue Terms specify "**Dropback Redemption**" to be applicable and if:

- (a) Physical Settlement is specified as applicable in the applicable Issue Terms, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount, determined by the Determination Agent in accordance with the following formula:

$$[\text{Final Cash Allocation} \times \text{Specified Rate}] + \text{Physical Delivery Amount};$$

or

- (b) Physical Settlement is specified as not applicable in the applicable Issue Terms, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount, determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times ((\text{Final Cash Allocation} \times \text{Specified Rate}) + \text{Invested Amount Performance})$$

where:

"**Final Cash Allocation**" means the Initial Cash Allocation minus the sum of the Investment Amount(s) transferred from the Cash Allocation to the Invested Amount each time a Trigger Event (k) has occurred;

"**Initial Cash Allocation**" means the percentage specified as such in the applicable Issue Terms;

"**Initial Invested Amount**" means 100 per cent minus the Initial Cash Allocation;

"**Investment Amount (k)**" means the percentage specified as such in the applicable Issue Terms;

"**Invested Amount Performance**" means an amount calculated in accordance with the following formula:

$$\text{Calculation Amount} \times (\text{Initial Invested Amount} \times \text{Relevant Underlying Performance}) +$$

$$\sum_{k=1}^{N(T)} \text{Investment Amount (k)} \times \text{Relevant Underlying Performance (T)}$$

For the avoidance of doubt, the Relevant Underlying Performance and Relevant Underlying Performance (T) may be subject to a Cap as specified as applicable in the applicable Issue Terms for the applicable Performance Determination Terms;

"**Investment Level (T)**" means in respect of an Investment Amount (k) and an Observation Date:

- (a) if "Investment on Close" is specified as Applicable in the applicable Issue Terms, the Final Reference Value on the date that the Determination Agent determines that a Trigger Event has occurred; or
- (b) if "Investment on Close" is specified as Not Applicable in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Initial Reference Value} \times \text{Trigger Level (k)}$$

"**N(T)**" means the number of Trigger Events which have occurred between the Strike Date (excluded) and the Determination Date (included);

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"Physical Delivery Amount" means Condition 20 (*Physical Settlement*) shall apply and "Physical Delivery Amount" shall be the amount of Underlying Securities, determined by the Determination Agent in accordance with the following formula:

$$\left(\frac{\text{Initial Investment Amount} \times \text{Physical Delivery FX Rate}}{\text{Initial Reference Value}} \right) + \sum_{k=1}^{N(T)} \left(\frac{\text{Initial Investment Amount}(k) \times \text{Physical Delivery FX Rate}}{\text{Investment Level}(T)} \right)$$

rounded down to the nearest whole round lot as permitted by the Exchange for trading purposes.

If any Physical Delivery Amount is rounded down to the nearest whole lot as permitted by the Exchange for trading purposes, the Issuer will also pay (in respect of such Physical Delivery Amount) an aggregate amount equal to the Cash Residual Amount in respect of the Security rounded down to the nearest two decimal places.

"Relevant Underlying Performance (T)" means in respect of an Investment Amount (k) and an Observation Date, the Relevant Underlying Performance, provided that for such purpose the Initial Reference Value for the Relevant Underlying shall be equal to the relevant Investment Level (T).

"Specified Rate" means the percentage rate (which will be between 0% and 100%) specified as such in the applicable Issue Terms **provided that** if no such rate is specified, the Specified Rate shall be equal to 100 per cent;

"Trigger Event" is deemed to have occurred if on any Observation Date the Knock-in Value is less than or equal to Trigger Level (k). For the avoidance of doubt, several Trigger Events can occur on the same Observation Date;

"Trigger Event Date (k)" means the first Observation Date on which the Trigger Event (k) occurs;

"Trigger Level (k)" means the percentage(s) specified as such in the applicable Issue Terms;

3.34 MXN UDI Amortising Redemption

If the applicable Issue Terms specify **"MXN UDI Amortising Redemption"** to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{UDI Final Reduced Calculation Amount} \times \text{UDI Performance}$$

provided that if the applicable Issue Terms specifies Redemption Floor is applicable, the amount calculated in accordance with the above formula shall not be less than the UDI Redemption Floor.

3.35 Lock In Redemption 2

If the applicable Issue Terms specify **"Lock In Redemption 2"** to be applicable, unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount (which may never be less than zero) determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \left[\text{Specified Rate} \times \frac{\text{FX}_{\text{FinalPrincipal}}}{\text{FX}_{\text{InitialPrincipal}}} + \{ \text{Participation Rate} \times \text{Max}(\text{Final Redemption Rate}; \text{Lock In Underlying Performance}) \} \right] - \text{Prior Interest (Redemption)}$$

3.36 Knock-In Call feature

If the "Knock-In Call" is specified as applicable in the applicable Issue Terms, and unless the Notes have been previously redeemed or cancelled, the Issuer shall redeem the Notes on the Maturity Date, either (a) if no Knock-In Event has occurred, in accordance with the applicable Final Redemption Term; or (b) if a Knock-In Event has occurred, in accordance with the applicable Final Redemption Term plus

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an amount linked to the performance of the Relevant Underlying from the occurrence of the Knock-In Event to the relevant Determination Date, which may include leverage, a cap and/or a floor, as specified in the applicable Issue Terms.

If the “Knock-In Call” feature is specified as applicable in the applicable Issue Terms and a Knock-In Event has occurred, the Issuer shall pay on the Maturity Date an amount per Calculation Amount (the “**Knock-In Amount**”) linked to the performance of the Relevant Underlying from the occurrence of the Knock-In Event to the relevant Determination Date, determined as follows:

$$\text{Calculation Amount} \times \text{Min} [\text{Cap} [\text{Max} [\text{Floor} ; \text{Participation Rate} \times [\text{Final Reference Value} - \text{Call Strike}]]$$

For the avoidance of doubt, the “**Knock-In Call**” feature may be specified as applicable in respect of any Final Redemption Terms described above.

where:

“**Knock-In Event**” means that, in respect of any Knock-In Event Observation Date, the Relevant Underlying Performance is either (i) less than, or (ii) less than or equal to, as specified in the applicable Issue Terms, the Knock-In Event Barrier for such Knock-In Event Observation Date;

“**Knock-In Event Barrier**” means, for each Knock-In Event Observation Date, the value specified as such in the applicable Issue Terms, expressed as a percentage; and

“**Knock-In Event Observation Date(s)**” means any date(s) specified as such in the applicable Issue Terms, provided that the adjustments applicable to Observation Dates shall apply *mutatis mutandis* as if such Knock-In Event Observation Date were an Observation Date.

3.37 Physical Settlement

The following Final Redemption Terms can be used instead of the Final Redemption Terms specified above if **Physical Settlement** is specified as applicable in the applicable Issue Terms.

For the avoidance of doubt MSFL will not issue Physical Settlement Securities.

- (i) if “**Basic Performance-Linked Redemption**” is applicable as specified in the applicable Issue Terms, the Physical Delivery Amount for the purposes of such Condition shall be the amount of Underlying Securities determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \sum_{i=1}^n \text{Physical Delivery Amount}_i$$

n being equal to 1 (where the Securities are linked to a single underlying) or the number of Basket Components comprising the Basket (where the Securities are linked to a Basket), and where the Determination Agent shall determine “**Physical Delivery Amount_i**” in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \frac{1}{n} \times \frac{\text{Calculation Amount} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value}_i}$$

rounded down to the nearest whole round lot as permitted by the Exchange for trading purposes.

If any Physical Delivery Amount_i is rounded down to the nearest whole lot as permitted by the Exchange for trading purposes, the Issuer will also pay (in respect of all Physical Delivery Amounts_i) an aggregate amount equal to the Cash Residual Amount in respect of the Note; or

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- (ii) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Calculation Amount} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

where:

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage and, if applicable, "Applicable Initial Reference Value_i" means, in respect of any Basket Component "i", a value equal to the product of the Initial Reference Value of such Basket Component and the Specified Percentage;

"**Cash Residual Amount**" means:

- (a) if "**Basic Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula (**n** being equal to 1 (where the Securities are linked to a single underlying) or the number of Basket Components comprising the Basket (where the Securities are linked to a Basket)):

$$\text{Cash Residual Amount} = \sum_{i=1}^n \text{Cash Residual Amount}_i$$

where:

"**Cash Residual Amount_i**" means, in respect of any Physical Delivery Amount_i, an amount in the Specified Currency determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV}_i \times \text{Physical Delivery FX Rate}$$

"**Final Reference Value_i**" means, in respect of any Basket Component_i (where the Securities are linked to a Basket) or the Relevant Underlying (where the Securities are linked to a single underlying), the Final Reference Value of such Basket Component_i, or Relevant Underlying, as applicable;

"**Fractional Entitlement_i**" means the excess of (i) the amount of Underlying Securities that would have been comprised in the Physical Delivery Amount_i but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount_i (having applied, for the avoidance of doubt, such rounding); and

"**Fractional Entitlement FRV_i**" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value}_i \times \text{Fractional Entitlement}_i$$

- (b) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV (WPBC)} \times \text{Physical Delivery FX Rate}$$

where:

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"Fractional Entitlement" means the excess of (i) the amount of the Worst Performing Basket Component that would have been comprised in the Physical Delivery Amount but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount (having applied, for the avoidance of doubt, such rounding); and

"Fractional Entitlement FRV(WPBC)" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value of the Worst Performing Basket Component} \times \text{Fractional Entitlement}$$

where:

"Base Currency" means the currency specified in the applicable Issue Terms.

"FX Rate" means the rate of exchange, determined by the Determination Agent and rounded to 4 decimal points, by *dividing* (i) the daily fixing published on the Relevant Screen Page (as at the Specified Time) in respect of exchanging an amount in the Specified Currency for an amount in the Base Currency *by* (ii) the daily fixing published on the Relevant Screen Page (as at the Specified Time) in respect of exchanging an amount in the Base Currency for an amount in the Second Currency, **provided that**, when a direct fixing is available between the Specified Currency and the Second Currency, the Determination Agent will determine the rate of exchange on the basis of the daily fixing published on the Relevant Screen Page (as at the Specified Time) specified in the applicable Issue Terms in respect of the Specified Currency in respect of exchanging an amount in the Specified Currency for an amount in the Second Currency;

"Physical Delivery FX Determination Date" means the date specified in the applicable Issue Terms;

"Physical Delivery FX Rate" means the FX Rate determined by the Determination Agent on the Physical Delivery FX Determination Date, provided that, if Physical Delivery FX Rate is specified as being "Not Applicable" in the applicable Issue Terms, Physical Delivery FX Rate shall be equal to 1;

"Relevant Screen Page" means, in respect of the Specified Currency or the Second Currency, the page, section or other part of a particular information service (including, without limitation, Reuters) specified as such in the applicable Issue Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the FX Rate;

"Second Currency" means the currency specified as such in the applicable Issue Terms;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms, provided that, if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.;

"Specified Time" means, in respect of a Series of Securities and the Specified Currency or the Second Currency, the time specified as such in the applicable Issue Terms or if no such time is specified the time chosen by the Determination Agent;

"Underlying Securities" means the securities specified as such in the applicable Issue Terms or, if no such securities are specified, (i) where the Relevant Underlying comprises a single underlying, such single underlying or (ii) where the Relevant Underlying comprises a Basket, the Worst Performing Basket Component; and

"Worst Performing Basket Component" means the Basket Component determined by the Determination Agent by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the lowest such value (Basket Component 1) and ending with the Basket Component with the highest such value (and so that, if more than one Basket Component has the same value, the order of the relevant

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Basket Components shall be as determined by the Determination Agent) and by selecting the Basket Component with the lowest such value (Basket Component 1).

3.38 **Knock-Out Event feature**

If the “Knock-Out Event” is applicable to the Final Redemption Term specified as applicable in the applicable Issue Terms, the Securities will be redeemed by the Issuer on the Maturity Date, unless the Securities have been previously redeemed or cancelled, either (a) if no Knock-Out Event has occurred, in accordance with the applicable Final Redemption Term, or (b) if the Knock-Out Event has occurred, in an amount linked to the performance of the Relevant Underlying, which may be less than Par if Method 1 is applicable OR equal to a percentage of the Calculation Amount as specified in the applicable Issue Terms if Method 2 is applicable.

If the “**Knock-Out Event**” is applicable as specified in the applicable Issue Terms, the Final Redemption Amount of the Securities will be an amount per Calculation Amount:

- (a) determined in accordance with the applicable Final Redemption Term, if no Knock-Out Event has occurred ; or
- (b) if the Knock-Out Event has occurred, equal to the amount determined by the Calculation Agent in accordance with the following formula:

Method 1

$$\text{Final Redemption Amount} = \text{Calculation Amount} \times (100\% + \text{Participation Rate} \times (\text{Min}(\text{Cap} ; \text{Relevant Underlying Performance})))$$

OR

Method 2

$$\text{Final Redemption Amount} = \text{Calculation Amount} \times \text{Redemption Rate}$$

The applicable Issue Terms shall specify if Method 1 or Method 2 is applicable to the relevant issue of Securities.

The “Knock-Out Event” feature may be specified as applicable with respect to all the Final Redemption Terms described above as specified in the applicable Issue Terms.

The Knock-Out Event may include one or more Lower Knock-Out Event Barrier Level, one or more Upper Knock-Out Event Barrier Level or a combination of both, all as specified as applicable in the applicable Issue Terms.

where:

“Knock-Out Event” means that, in respect of each, or any, as specified as applicable in the Issue Terms, Knock-Out Event Observation Date, the Relevant Underlying Performance as of the relevant Knock-Out Event Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than, (iv) less than or equal to, as specified in the applicable Issue Terms, than the Lower Knock-Out Event Barrier Value or (i) greater than, (ii) greater than or equal to, (iii) less than, (iv) less than or equal to, as specified in the applicable Issue Terms, less than the Upper Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date;

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"Knock-Out Event Observation Date(s)" means any date(s) specified as such in the applicable Issue Terms, provided that the adjustments applicable to Observation Dates shall apply *mutatis mutandis* as if such Knock-In Event Observation Date were an Observation Date.

"Lower Knock-Out Event Barrier Value" means, for each Knock-Out Event Observation Date, the value specified as such in the applicable Issue Terms, (expressed as a single value, as a mathematical formula or as a percentage);

"Redemption Rate" means the percentage rate specified as such in the applicable Issue Terms; and

"Upper Knock-Out Event Barrier Value" means, if specified as applicable in the applicable Issue Terms, for each Knock-Out Event Observation Date, the value specified as such in the applicable Issue Terms, (expressed as a single value, as a mathematical formula or as a percentage).

3.39 Dynamic Barrier Adjustment (Magnet Feature)

Where Dynamic Barrier Adjustment is specified as applicable in respect of a Relevant Barrier, the level of that barrier is not fixed for the life of the Securities but is instead recalculated on each successive observation date by reference to the performance of the Relevant Underlying. Specifically, on each observation date after the first, the applicable barrier is reset to the lower of (i) its originally scheduled level and (ii) the level of the Relevant Underlying observed on the immediately preceding observation date (expressed as a percentage of its initial level), provided that the barrier may never fall below a pre-agreed minimum level.

If **"Dynamic Barrier Adjustment"** is specified as applicable in the applicable Issue Terms in respect of any Relevant Barrier, then notwithstanding any other provision of the relevant Interest and Redemption Terms, the applicable Relevant Barrier Value for any Relevant Observation Date (other than the first Relevant Observation Date) shall be the Adjusted Barrier Value.

where:

"Adjusted Barrier Value" means the value determined by the Determination Agent in accordance with the following formula:

Min [Scheduled Barrier Value ; Max [Barrier Floor ; Prior Reference Value / Initial Reference Value × 100%]]

"Scheduled Barrier Value" means, in respect of a Relevant Observation Date, the barrier value that would otherwise apply to such Relevant Observation Date as specified in the applicable Issue Terms (and, for the avoidance of doubt, expressed as a percentage of the Initial Reference Value), being (as the case may be) the Autocall Barrier Value, the Coupon Barrier Value, the Final Redemption Barrier Value or such other barrier value as specified in the applicable Issue Terms;

"Barrier Floor" means, in respect of a Relevant Observation Date, the percentage of the Initial Reference Value specified as such in the applicable Issue Terms (which, for the avoidance of doubt, represents the minimum level below which the Adjusted Barrier Value may not be reset);

"Prior Reference Value" means, in respect of a Relevant Observation Date, the Reference Value of the Relevant Underlying on the Relevant Observation Date immediately preceding such Relevant Observation Date;

"Relevant Barrier" means any barrier to which Dynamic Barrier Adjustment is specified as applicable in the applicable Issue Terms, which may include (without limitation) (a) the Coupon Barrier Value(s), (b) the Autocall Barrier Value(s), and/or (c) the Final Redemption Barrier Value(s), in each case as specified in the applicable Issue Terms;

"Relevant Observation Date" means, in respect of a Relevant Barrier:

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- (a) if such Relevant Barrier is the Coupon Barrier Value, each Interest Determination Date;
 - (b) if such Relevant Barrier is the Autocall Barrier Value, each Automatic Early Redemption Determination Date; or
 - (c) if such Relevant Barrier is the Final Redemption Barrier Value, the Determination Date,
- or such other date or dates as specified in the applicable Issue Terms.

For the first Relevant Observation Date, the Relevant Barrier Value shall be the Scheduled Barrier Value (without adjustment). The Dynamic Barrier Adjustment shall take effect from (and including) the second Relevant Observation Date onwards.

If, in respect of any Relevant Observation Date, the Determination Agent determines that the Adjusted Barrier Value calculated in accordance with the formula above would be lower than the Barrier Floor, the Adjusted Barrier Value for such Relevant Observation Date shall be deemed to be equal to the Barrier Floor.

For the avoidance of doubt:

- (a) Dynamic Barrier Adjustment may be specified as applicable in respect of one or more Relevant Barriers independently; the applicable Issue Terms shall specify each Relevant Barrier to which Dynamic Barrier Adjustment applies and the Barrier Floor applicable thereto (which may differ between Relevant Barriers);
- (b) save as expressly modified by this Dynamic Barrier Adjustment provision, all other terms and conditions applicable to the relevant feature (including, without limitation, the observation methodology, the comparison operator and the redemption or payment formulae) shall continue to apply as specified in the applicable Issue Terms; and
- (c) Dynamic Barrier Adjustment shall not be applicable if the Relevant Barrier provides for observation on each Barrier Observation Date or at any time during a Barrier Observation Period.

3.40 One Star Conditions

(a) Definitions

"**One Star Condition**" means any of the Market Up One Star Condition, Market Down One Star Condition or Tweak Market Down Condition, as specified as applicable in the applicable Issue Terms;

"**Benchmark Asset**" means the Index (which is expected to be, but not limited to, an Index reflecting the performance of the relevant underlying market), or any other Relevant Underlying, specified as such in the applicable Issue Terms;

"**Benchmark Performance**" means, in respect of a Relevant Observation Date, the Relevant Underlying Performance of the Benchmark Asset on such Relevant Observation Date as determined by the Determination Agent in accordance with such provisions of Section 5 (*Performance Determination Terms*) as are specified as being applicable in the applicable Issue Terms.

"**Best Basket Component**" means, in respect of a Relevant Observation Date, the Basket Component with the best performance as determined in accordance with the provisions of the Performance Determination Term "*Best of – Weighted Average Performance*", as specified as being applicable in the applicable Issue Terms;

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"Best Basket Component Performance" the Performance of the Best Basket Component as determined in accordance with such provisions of the Performance Determination Term "Best of – Weighted Average Performance";

"One Star Amount(s)" means a fixed amount expressed as a percentage per Calculation Amount equal to the relevant One Star Rate as specified in the applicable Issue Terms;

"One Star Barrier" means the percentage of the Initial Reference Value of the Benchmark Asset specified as such in the applicable Issue Terms;

"One Star Rate(s)" means the percentage(s) specified as such in the applicable Issue Terms;

"Relevant Feature" means any feature to which relevant One Star Condition is specified as applicable in the applicable Issue Terms, which may include (without limitation) (a) the Interest Amount determination (by reference to the Coupon Barrier Value), (b) the Automatic Early Redemption determination (by reference to the Autocall Barrier Value), and/or (c) the Final Redemption Amount determination (by reference to the Final Redemption Barrier Value), in each case as specified in the applicable Issue Terms;

"Relevant Barrier" means, in respect of a Relevant Feature, the barrier applicable to such Relevant Feature (being, as the case may be, the Coupon Barrier Value, the Autocall Barrier Value, the Final Redemption Barrier Value or such other barrier value as specified in the applicable Issue Terms);

"Relevant Observation Date" means, in respect of a Relevant Feature:

- (a) if such Relevant Feature is the Interest Amount determination, each Interest Determination Date;
- (b) if such Relevant Feature is the Automatic Early Redemption determination, each Automatic Early Redemption Determination Date; or
- (c) if such Relevant Feature is the Final Redemption Amount determination, the Determination Date,

or such other date or dates as specified in the applicable Issue Terms.

For the avoidance of doubt:

- (a) a One Star Condition may be specified as applicable in respect of one or more Relevant Features independently; the applicable Issue Terms shall specify each Relevant Feature to which a One Star Condition applies and the One Star Barrier applicable thereto (which may differ between Relevant Features);
- (b) save as expressly modified by a One Star Condition provision, all other terms and conditions applicable to the relevant feature (including, without limitation, the observation methodology, the comparison operator and the redemption or payment formulae) shall continue to apply as specified in the applicable Issue Terms; and
- (c) if a One Star Condition is not satisfied on a Relevant Observation Date, the applicable Relevant Barrier shall apply without modification and the relevant payment or redemption consequences of a barrier breach shall follow in accordance with the applicable Issue Terms.

(b) Market Up One Star Condition

Where "Market Up One Star Condition" is specified as applicable in the applicable Issue Terms in respect of a Relevant Feature, the determination of whether a Relevant Barrier has been breached on a Relevant Observation Date is subject to an additional condition by reference to the performance of a

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*designated reference asset (which is expected to be an index reflecting the performance of the relevant market) (the "**Benchmark Asset**").*

*Specifically, on each Relevant Observation Date, if the Benchmark Performance is equal to or greater than a specified percentage of its Initial Reference Value (the "**One Star Barrier**"), the One Star Condition shall be deemed to be satisfied.*

Where the One Star Condition is satisfied on a Relevant Observation Date, a breach of the applicable Relevant Barrier on that date shall be disregarded for the purposes of determining the relevant interest amount, early redemption amount or final redemption amount (as applicable), such that the Securityholder shall be treated as if the Relevant Barrier had not been breached. The Securityholders bear the consequence of a barrier breach only where both (i) the Relevant Barrier has been breached and (ii) the One Star Condition is not satisfied on that Relevant Observation Date.

If "**Market Up One Star Condition**" is specified as applicable in the applicable Issue Terms in respect of any Relevant Feature, then notwithstanding any other provision, a breach of the applicable Relevant Barrier on any Relevant Observation Date shall be disregarded for the purposes of determining the relevant payment or redemption amount if the One Star Condition is satisfied on that Relevant Observation Date.

The "**One Star Condition**" shall be satisfied on a Relevant Observation Date if the Benchmark Performance is above or equal to the One Star Barrier.

(c) Market Down One Star Condition

*Where "Market Down One Star" is specified as applicable in respect of a Relevant Feature, the determination of whether a Relevant Barrier has been breached on a Relevant Observation Date is subject to an additional condition by reference to the relative performance of the best-performing Basket Component (the "**Best Basket Component**") as compared to a designated benchmark asset (which is expected to be an index reflecting the performance of the relevant market) (the "**Benchmark Asset**").*

Specifically, on each Relevant Observation Date, the Market Down One Star Condition shall be deemed to be satisfied if the Best Basket Component Performance is equal to or greater than the Benchmark Performance over the same period.

Where the Market Down One Star Condition is satisfied on a Relevant Observation Date, a breach of the applicable Relevant Barrier on that date shall be disregarded for the purposes of determining the relevant interest amount, early redemption amount or final redemption amount (as applicable), such that the Securityholder shall be treated as if the Relevant Barrier had not been breached. The Securityholder bears the consequence of a barrier breach only where both (i) the Relevant Barrier has been breached and (ii) the Market Down One Star Condition is not satisfied on that Relevant Observation Date.

If "**Market Down One Star**" is specified as applicable in the applicable Issue Terms in respect of any Relevant Feature, then notwithstanding any other provision of the relevant Interest and Redemption Terms, a breach of the applicable Relevant Barrier on any Relevant Observation Date shall be disregarded for the purposes of determining the relevant payment or redemption amount if the One Star Condition is satisfied on that Relevant Observation Date.

The "**One Star Condition**" shall be satisfied on a Relevant Observation Date if the Best Basket Component Performance is above or equal to the Benchmark Performance.

(d) Tweak Market Down One Star

*Where "Tweak Market Down One Star" is specified as applicable in respect of a Relevant Feature, the determination of whether a Relevant Barrier has been breached on a Relevant Observation Date is subject to an additional condition by reference to the relative performance of the best-performing Basket Component (the "**Best Basket Component**") as compared to a designated benchmark asset (which is expected to be an index reflecting the performance of the relevant market) (the "**Benchmark Asset**").*

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However, unlike the Market Down One Star mechanism, this variant does not work as an additional condition for the existing Barriers but provides for one or more conditional additional amount(s) (the "One Star Amount(s)").

If "**Tweak Market Down One Star**" is specified as applicable in the applicable Issue Terms in respect of any Relevant Feature, then notwithstanding any other provision of the relevant Interest and Redemption Terms, the Issuer shall pay the One Star Amount(s) if the One Star Condition is satisfied on that Relevant Observation Date.

The "**One Star Condition**" shall be satisfied on a Relevant Observation Date if the Best Basket Component Performance is above or equal to the Benchmark Performance.

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Sub-Section IV

Definitions

In this Section 2 (*Interest and Redemption Terms*):

"Additional Rate" means, in respect of any Interest Payment Date, the percentage rate specified as such in the applicable Issue Terms;

"Aggregate Coupon Amount" means the sum of:

- (i) all Interest Amounts paid in respect of a Security on each Interest Payment Date falling prior to the Maturity Date (expressed as a percentage of the Calculation Amount of such Security), as determined by the Determination Agent; and
- (ii) the Interest Amount calculated in respect of a Security for the final Interest Period (expressed as a percentage of the Calculation Amount of such Security), as determined by the Determination Agent;

"Applicable Cap" means a value determined by the Determination Agent in accordance with the following formula:

$$\text{Applicable Cap} = \text{Upper Strike} - \text{Lower Strike}$$

"Applicable Floor" means the percentage specified as such in the applicable Issue Terms, provided that, if no such percentage is specified, the Applicable Floor shall be equal to 100 per cent;

"Applicable Initial Reference Value" means a value equal to the product of the Initial Reference Value and the Specified Percentage and, if applicable, **"Applicable Initial Reference Value;"** means, in respect of any Basket Component "i", a value equal to the product of the Initial Reference Value of such Basket Component and the Specified Percentage;

"Applicable Multiplier" means the value specified as such in the applicable Issue Terms;

"Applicable Percentage" means the percentage specified as such in the applicable Issue Terms;

"Autocall Barrier Value" means, in respect of an Automatic Early Redemption Determination Date, the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value), provided that, if "Second Chance Autocall Proviso" is specified to be applicable in the applicable Issue Terms, then, if on any Second Chance Autocall Barrier Observation Date the Knock-in Value is lower than the Second Chance Autocall Barrier, then following such Second Chance Autocall Barrier Observation Date the Autocall Barrier Value will be the Second Chance Autocall Barrier Value;

"AutocallFX_{Final}" means, in respect of an Automatic Early Redemption Determination Date, the FX Rate determined by the Determination Agent on the AutocallFX_{Final} Determination Date in respect of such Automatic Early Redemption Determination Date, **provided that** if AutocallFX_{Final} is specified as being "Not Applicable", AutocallFX_{Final} shall be equal to 1;

"AutocallFX_{Final} Determination Date" means the date specified in the applicable Issue Terms;

"AutocallFX_{Initial}" means the FX Rate determined by the Determination Agent on the AutocallFX_{Initial} Determination Date, **provided that** if AutocallFX_{Initial} is specified as being "Not Applicable", AutocallFX_{Initial} shall be equal to 1;

"AutocallFX_{Initial} Determination Date" means the date specified in the applicable Issue Terms;

"Automatic Early Redemption Date" means each date specified as such in the applicable Issue Terms;

"Automatic Early Redemption Determination Date" means each date specified as such in the applicable Issue Terms, **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-

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Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Automatic Early Redemption Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Automatic Early Redemption Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Automatic Early Redemption Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"Automatic Early Redemption Rate" means, in respect of an Automatic Early Redemption Date, the rate specified as such in the applicable Issue Terms;

"Automatic Partial Redemption Amount" means the amount determined by the Determination Agent pursuant to Paragraph 2.8 (*Mixto Automatic Partial Redemption*) of this Section 2 (*Interest and Redemption Terms*), or as applicable, Paragraph 2.9 (MXN UDI Automatic Partial Redemption) of this Section 2 (*Interest and Redemption Terms*);

"Automatic Partial Redemption Date" means each date specified as such in the applicable Issue Terms;

"Automatic Partial Redemption Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms and, if MXN UDI Amortising Redemption is specified as applicable in the applicable Issue Terms, in respect of the relevant Automatic Partial Redemption Date;

"Average Basket Performance" means an amount determined by the Determination Agent in accordance with the following formula:

$$\sum_{i=1}^n \frac{1}{n} \times \left(\frac{\text{Final Reference Value (Final Redemption)}_i}{\text{Applicable Initial Reference Value}_i} \right)$$

where:

"i" is a series of numbers from one to *n*, each representing a Basket Component; and

"n" means the number of Basket Components in the Basket;

"Barrier" means the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Barrier Observation Dates" means, in respect of any Interest Determination Date or Automatic Early Redemption Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant Barrier Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Barrier Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may

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be) shall apply *mutatis mutandis* as if such Barrier Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Barrier Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Barrier Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Barrier Observation Period" means, in respect of any Interest Determination Date, any Automatic Early Redemption Determination Date or the Determination Date, as applicable, a period specified as such in the applicable Issue Terms, expressed as either (i) beginning from (and including) the Barrier Observation Period Start Date and ending on and excluding the Barrier Observation Period End Date, or (ii) being the Barrier Observation Period Date, **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Days; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any such date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Barrier Observation Period Date" means the Barrier Observation Period Start Date or the Barrier Observation Period End Date, as applicable.

"Barrier Observation Period End Date" means the specified date on which the Barrier Observation Period ends.

"Barrier Observation Period Start Date" means the specified date on which the Barrier Observation Period begins.

"Best Performing Basket Component" means the Basket Component determined by the Determination Agent by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing (i) for the purposes of Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Coupon) by the Applicable Initial Reference Value, (ii) for the purposes of Paragraph 1.24 (*Mixto Coupon*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Autocall) for such Basket Component by its Applicable Initial Reference Value, and (iii) in all other cases, the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent) and by selecting the Basket Component with the highest such value (Basket Component 1);

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"Bonus Amount" means the amount specified as such in the applicable Issue Terms provided that if Bonus Amount is said to be 'Not Applicable' in respect of any determination, Bonus Amount shall be equal to zero for such determination.

"Bonus Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Call Strike" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Cap" means an amount (expressed as a percentage) specified in the applicable Issue Terms;

"Cash Residual Amount" means:

- (a) if **"Basic Performance-Linked Redemption"** is applicable as specified in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula ("**n**" being equal to 1 (where the Securities are linked to a Single Underlying) or the number of Basket Components comprising the Basket (where the Securities are linked to a Basket)):

$$\text{Cash Residual Amount} = \sum_{i=1}^n \text{Cash Residual Amount}_i$$

where:

"Cash Residual Amount_i" means, in respect of any Physical Delivery Amount_i, an amount in the Specified Currency determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV}_i \times \text{Physical Delivery FX Rate}$$

"Final Reference Value_i" means, in respect of any Basket Component_i (where the Securities are linked to a Basket) or the Relevant Underlying (where the Securities are linked to a Single Underlying), the Final Reference Value of such Basket Component_i, or Relevant Underlying, as applicable;

"Fractional Entitlement_i" means the excess of (i) the amount of Underlying Securities that would have been comprised in the Physical Delivery Amount_i but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount_i (having applied, for the avoidance of doubt, such rounding); and

"Fractional Entitlement FRV_i" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value}_i \times \text{Fractional Entitlement}_i$$

- (b) if **"Worst-of Basket Performance-Linked Redemption"** is applicable as specified in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV(WPBC)} \times \text{Physical Delivery FX Rate}$$

where:

"Fractional Entitlement" means the excess of (i) the amount of the Worst Performing Basket Component that would have been comprised in the Physical Delivery Amount but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount (having applied, for the avoidance of doubt, such rounding); and

"Fractional Entitlement FRV(WPBC)" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value of the Worst Performing Basket Component} \times \text{Fractional Entitlement}$$

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- (c) if "**Best-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Issue Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV(BPBC)} \times \text{Physical Delivery FX Rate}$$

where:

"**Fractional Entitlement**" means the excess of (i) the amount of the Best Performing Basket Component that would have been comprised in the Physical Delivery Amount but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount (having applied, for the avoidance of doubt, such rounding); and

"**Fractional Entitlement FRV(BPBC)**" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value of the Best Performing Basket Component} \times \text{Fractional Entitlement}$$

- (d) if "**Dropback Redemption**" is applicable as specified in the applicable Issue Terms, in respect of any Physical Delivery Amount, an amount in the Specified Currency determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV} \times \text{Physical Delivery FX Rate}$$

where:

"**Final Reference Value**" means, in respect of any Relevant Underlying, the Final Reference Value of such Relevant Underlying;

"**Fractional Entitlement**" means the excess of (i) the amount of Underlying Securities that would have been comprised in the Physical Delivery Amount but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount (having applied, for the avoidance of doubt, such rounding); and

"**Fractional Entitlement FRV**" means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value} \times \text{Fractional Entitlement}$$

"**Coupon Barrier Value 1**" and, if applicable, each of "**Coupon Barrier Value 2**", "**Coupon Barrier Value 3**", "**Coupon Barrier Value 4**", "**Coupon Barrier Value 5**", "**Coupon Barrier Value 6**", "**Coupon Barrier Value 7**" and "**Coupon Barrier Value 8**" means, in respect of an Interest Determination Date, the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"**Coupon Barrier Value**" means, and, if applicable, each of "**Upper Coupon Barrier Value**" and "**Lower Coupon Barrier Value**" means, in respect of an Interest Determination Date, the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value) provided that, if "Second Chance Coupon Proviso" is specified to be applicable in the applicable Issue Terms, then, if on any Second Chance Coupon Barrier Observation Date the Knock-in Value is lower than the Second Chance Coupon Barrier, then following such Second Chance Coupon Barrier Observation Date the Coupon Barrier Value will be the Second Chance Coupon Barrier Value;

"**Coupon Rate**" means, and, if applicable, each of "**Upper Coupon Rate**" and "**Lower Coupon Rate**" means, in respect of an Interest Determination Date, the rate (which may be zero) specified as such in the applicable Issue Terms corresponding to such Interest Determination Date;

"**Coupon Rate;**" means, and, if applicable, each of "**Upper Coupon Rate**" and "**Lower Coupon Rate**" means, in respect of each relevant Interest Determination Date, the rate specified as such in the applicable Issue Terms;

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"**CPI_{Final}**" means the official determination of the Inflation Index published for the Determination Month (Final) subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"**CPI_{Initial}**" means either of the following as specified in the applicable Issue Terms: (i) the value specified as "**CPI_{Initial}**" in the applicable Issue Terms, or (ii) the Initial Inflation Index Level;

"**CPI_m**" means, in respect of each Interest Payment Date and each Interest Period ending on (but excluding) such Interest Payment Date, the official determination of the Inflation Index published for the Determination Month (m) in respect of such Interest Payment Date, subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"**CPI_n**" means, in respect of each Interest Payment Date and each Interest Period ending on (but excluding) such Interest Payment Date, the official determination of the Inflation Index published for the Determination Month (n) in respect of such Interest Payment Date, subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"**Currency Business Day**" means a day on which commercial banks are open for general business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Principal Financial Centre(s) of the Exchange Currency and the Second Currency and (2) where one of either the Exchange Currency or the Second Currency is euro, a day that is a TARGET Settlement Day;

"**Determination Date**" means the date specified as such in the applicable Issue Terms, **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"**Determination Month**" means, in respect of each Interest Payment Date, the month specified as such in the applicable Issue Terms, which may, without limitation, also be expressed as a specified number of months before or after, as specified in the applicable Issue Terms, the relevant Interest Payment Date;

"**Determination Month (Final)**" means a calendar month of the year specified as such in the applicable Issue Terms, and each Determination Month (Final) shall be a "Reference Month" for the purposes of the Conditions;

"**Determination Month (Initial)**" means a calendar month of the year specified as such in the applicable Issue Terms, and each Determination Month (Initial) shall be a "Reference Month" for the purposes of the Conditions;

"**Determination Month (m)**" means, any of the following as specified in the applicable Issue Terms: (i) in respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, the calendar month of the year specified in the column headed "Determination Month (m)" of the Determination Month Table in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such Interest Payment Date is scheduled to fall, or (ii) in respect of each Interest Period and the Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which such Interest Payment Date falls, or (iii) in respect of each Interest Period and the Scheduled Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which the Scheduled Interest Payment Date falls. Each Determination Month (m) shall be a "Reference Month" for the purposes of the Conditions;

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"Determination Month (n)" means, any of the following as specified in the applicable Issue Terms: (i) in respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, the calendar month of the year specified in the column headed "Determination Month (n)" of the Determination Month Table in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such Interest Payment Date is scheduled to fall, or (ii) in respect of each Interest Period and the Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which such Interest Payment Date falls, or (iii) in respect of each Interest Period and the Scheduled Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which the Scheduled Interest Payment Date falls. Each Determination Month (n) shall be a "Reference Month" for the purposes of the Conditions;

"Determination Month Table" means a table specified as such in the applicable Issue Terms, which will be in or substantially in the form set out below;

Determination Month Table

Interest Payment Date(s)	Determination Month (n)	Determination Month (m)
<i>[insert date] (repeat as required)</i>	<i>[insert calendar month and year] (repeat as required)</i>	<i>[insert calendar month and year] (repeat as required)</i>

"Digital Barrier Value" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"DIR Index Level" means, in respect of the Issue Date, an Interest Period End Date, the Maturity Date or any date fixed for early redemption of the Notes (each a **"DIR Index Valuation Date"**), the daily interpolated level of the Relevant Inflation Index for the relevant DIR Index Valuation Date, being an amount calculated by the Determination Agent in accordance with the following formula:

$$MIL_{t-m} + (MIL_{t-p} - MIL_{t-m}) \times \frac{D - 1}{N}$$

where:

"D" means, in respect of a DIR Index Valuation Date, the number of the calendar day of the calendar month in which such DIR Index Valuation Date falls, as determined by the Determination Agent;

"MIL_{t-m}" means, in respect of a DIR Index Valuation Date, the published level of the Relevant Inflation Index for the month which falls 'm' months immediately preceding the month in which such DIR Index Valuation Date falls, whereby 'm' means the value specified as such in the applicable Issue Terms;

"MIL_{t-p}" means, in respect of a DIR Index Valuation Date, the published level of the Relevant Inflation Index for the month which falls 'p' months immediately preceding the month in which such DIR Index Valuation Date falls, whereby 'p' means the value specified as such in the applicable Issue Terms; and

"N" means, in respect of a DIR Index Valuation Date, the total number of calendar days in the month in which such DIR Index Valuation Date falls, as determined by the Determination Agent.

"Downside Gearing Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Dropback Coupon Rate" means the value specified as such in the applicable Issue Terms, which may be specified as a percentage;

"Exchange Currency" means the currency specified in the applicable Issue Terms;

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"Final Redemption Barrier Observation Period" means, in respect of any Determination Date, as applicable, a period specified as such in the applicable Issue Terms, which may be expressed as beginning from (and including) the Final Redemption Barrier Observation Period Start Date and ending on and excluding the Final Redemption Barrier Observation Period End Date, **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Days; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any such date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Final Redemption Barrier Observation Period Start Date" means the specified date on which the Final Redemption Barrier Observation Period begins;

"Final Redemption Barrier Observation Period End Date" means the specified date on which the Final Redemption Barrier Observation Period ends;

"Final Redemption Barrier Value" and, if applicable, each of **"Final Redemption Barrier Value 1"**, **"Final Redemption Barrier Value 2"**, **"Final Redemption Barrier Value 3"**, **"Final Redemption Barrier Value 4"**, **"Final Redemption Barrier Value 5"**, **"Final Redemption Barrier Value 6"**, **"Final Redemption Barrier Value 7"**, **"Final Redemption Barrier Value 8"**, **"Upper Final Redemption Barrier Value"** and **"Lower Final Redemption Barrier Value"** means (a) the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value), **provided that** if no such value is specified, the relevant value shall be equal to 100 per cent. of the Initial Reference Value or (b) the value specified in respect of each Basket Component in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value of such Basket Component), **provided that** if no such percentage is specified, the relevant value shall be equal to 100 per cent. of the Initial Reference Value of such Basket Component, **provided further that**, if "Second Chance Final Redemption Proviso" is specified to be applicable in the applicable Issue Terms, then, if on any Second Chance Final Redemption Barrier Observation Date the Knock-in Value is lower than the Second Chance Final Redemption Barrier, then following such Second Chance Final Redemption Observation Date the Final Redemption Barrier Value will be the Second Chance Final Redemption Barrier Value;

"Final Redemption Cap Value" means the value specified as such in the applicable Issue Terms, (which may be expressed as a percentage) **provided that** if no such value is specified, the relevant value shall be equal to 100 per cent.;

"Final Redemption Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Final Redemption Observation Date), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Final Redemption Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common

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Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Final Redemption Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Final Redemption Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"Final Redemption Floor Value" means the value specified as such in the applicable Issue Terms, (which may be expressed as a percentage) **provided that** if no such value is specified, the relevant value shall be equal to 100 per cent.;

"Final Redemption Observation Dates" means, in relation to the Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant Final Redemption Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Final Redemption Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Final Redemption Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Final Redemption Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Final Redemption Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Final Redemption Rate" and, if applicable, each of **"Final Redemption Rate 1"** and **"Final Redemption Rate 2"**, **"Final Redemption Rate 3"** and **"Final Redemption Rate 4"** means the percentage rate specified as such in the applicable Issue Terms;

"Final Reference Value" means the Relevant Underlying Value as of the Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Final Reference Value (Autocall)" means the Relevant Underlying Value as of the Automatic Early Redemption Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Final Reference Value (Coupon)" means the Relevant Underlying Value as of the relevant Interest Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and, if applicable,

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"Final Reference Value (Coupon)_i" means in respect of any Basket Component 'i', the Final Reference Value (Coupon) of such Basket Component;

"Final Reference Value (Final Redemption)" means the Relevant Underlying Value as of the Final Redemption Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and, if applicable, **"Final Reference Value (Final Redemption)_i"** means, in respect of any Basket Component "i", the Final Reference Value (Final Redemption) of such Basket Component;

"Final UDI Observation Date" means:

- (a) the earlier of (i) the date specified as such in the applicable Issue Terms; and (ii) the date on which the Securities are redeemed early; or
- (b) for the purposes of an Automatic Partial Redemption Amount Calculation, the relevant Automatic Partial Redemption Date.

"Floor" means an amount (expressed as a percentage) specified in the applicable Issue Terms;

"FX_{Coupon}" means, in respect of each Interest Determination Date, the FX Rate determined by the Determination Agent on the Currency Business Day immediately succeeding such Interest Determination Date, provided that if FX_{Coupon} is specified as being **"Not Applicable"** in respect of any determination, FX_{Coupon} shall be equal to 1 for such determination;

"FX_{Final}" means the FX Rate determined by the Determination Agent on the FX_{Final} Determination Date, **provided that** if FX_{Final} is specified as being **"Not Applicable"** in respect of any determination, FX_{Final} shall be equal to 1 for such determination;

"FX_{Final} Determination Date" means the date specified in the applicable Issue Terms.

"FX_{FinalOption}" means the FX Rate determined by the Determination Agent on the FX_{FinalOption} Determination Date, **provided that** if FX_{FinalOption} is specified as being **"Not Applicable"** in respect of any determination, FX_{FinalOption} shall be equal to 1 for such determination;

"FX_{FinalOption} Determination Date" means the date specified in the applicable Issue Terms;

"FX_{FinalPrincipal}" means the FX Rate determined by the Determination Agent on the FX_{FinalPrincipal} Determination Date, **provided that** if FX_{FinalPrincipal} is specified as being **"Not Applicable"** in respect of any determination, FX_{FinalPrincipal} shall be equal to 1 for such determination;

"FX_{FinalPrincipal} Determination Date" means the date specified in the applicable Issue Terms;

"FX_{Initial}" means the FX Rate determined by the Determination Agent on the FX_{Initial} Determination Date, **provided that** if FX_{Initial} is specified as being **"Not Applicable"** in respect of any determination, FX_{Initial} shall be equal to 1 for such determination;

"FX_{Initial} Determination Date" means the date specified in the applicable Issue Terms.

"FX_{InitialOption}" means the FX Rate determined by the Determination Agent on the FX_{InitialOption} Determination Date, **provided that** if FX_{InitialOption} is specified as being **"Not Applicable"** in respect of any determination, FX_{InitialOption} shall be equal to 1 for such determination;

"FX_{InitialOption} Determination Date" means the date specified in the applicable Issue Terms;

"FX_{InitialPrincipal}" means the FX Rate determined by the Determination Agent on the FX_{InitialPrincipal} Determination Date, **provided that** if FX_{InitialPrincipal} is specified as being **"Not Applicable"** in respect of any determination, FX_{InitialPrincipal} shall be equal to 1 for such determination;

"FX_{InitialPrincipal} Determination Date" means the date specified in the applicable Issue Terms;

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"FX Rate" means the rate of exchange, determined by the Determination Agent and rounded to 4 decimal points, by dividing (i) the daily fixing published on the Relevant Screen Page (as at the Specified Time) in respect of exchanging an amount in the Exchange Currency for an amount in the Base Currency by (ii) the daily fixing published on the Relevant Screen Page (as at the Specified Time) in respect of exchanging an amount in the Base Currency for an amount in the Second Currency, **provided that**, when a direct fixing is available between the Exchange Currency and the Second Currency, the Determination Agent will determine the rate of exchange on the basis of the daily fixing published on the Relevant Screen Page (as at the Specified Time) specified in the applicable Issue Terms in respect of the Exchange Currency in respect of exchanging an amount in the Exchange Currency for an amount in the Second Currency, **provided further that** if a relevant daily fixing is not published on the Relevant Screen Page as at the Specified Time, then the Determination Agent shall determine the relevant FX Rate acting in good faith and in a commercially reasonable manner."

"Initial Inflation Index Level" means the official determination of the Inflation Index published for the Determination Month (Initial) subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Initial Reference Value" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and, if applicable, **"Initial Reference Value_i"** means, in respect of any Basket Component "i", the Initial Reference Value of such Basket Component, provided that, if **"Reset Initial Reference Value"** is specified as being applicable in the applicable Issue Terms, then:

- (a) if on any Reset Observation Date the Final Reference Value is equal to or greater than the Reset Barrier Value, the Initial Reference Value as at such Reset Observation Date shall be equal to the Reset Initial Reference Value; or
- (b) if on any Reset Observation Date the Final Reference Value is less than the Reset Barrier Value, the Initial Reference Value as at such Reset Observation Date shall be equal to the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Interest Cap" means an amount or percentage specified as such in the applicable Issue Terms, provided that if "Interest Cap" is specified in the applicable Issue Terms to be "Not Applicable", then it shall mean infinity;

"Interest Determination Dates" means the dates specified as such in the applicable Issue Terms, **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Interest

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Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Interest Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Interest Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"Interest Floor" means an amount specified as such in the applicable Issue Terms;

"Interest Period" means each period specified as such in the applicable Issue Terms, and may be expressed as beginning on (and including) a specified date and ending on (and not including) another date;

"Knock-in Barrier Level" means the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Knock-in Barrier Level (1)" means the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Knock-in Barrier Level (2)" means the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Knock-in Value" and, if applicable, each of **"Knock-in Value 1"** and **"Knock-in Value 2"**, **"Knock-in Value 3"** and **"Knock-in Value 4"** means, (a) if **"Worst Performance"** is specified as being applicable in respect of the relevant Series of Securities in the applicable Issue Terms, the Relevant Underlying Value of the Worst Performing Basket Component, (b) if **"Best Performance"** is specified as being applicable in respect of the relevant Series of Securities in the applicable Issue Terms, the Relevant Underlying Value of the Best Performing Basket Component, (c) if **"Selected Worst of Performance"** is specified as being applicable in respect of the relevant Series of Securities in the applicable Issue Terms, the value determined by adding the Relevant Underlying Value of each Selected Worst Performing Basket Component and dividing the sum by the number of such Selected Worst Performing Basket Components, (d) if **"Selected Best of Performance"** is specified as being applicable in respect of the relevant Series of Securities in the applicable Issue Terms, the value determined by adding the Relevant Underlying Value of each Selected Best Performing Basket Component and dividing the sum by the number of Selected Best Performing Basket Components, (e) if **"Relevant Underlying Performance"** is specified as being applicable in respect of the relevant Series of Securities for the purposes of determining the Knock-in Value in the applicable Issue Terms, the Relevant Underlying Performance for such purposes, or (f) in all other cases, the Relevant Underlying Value;

"Leverage" means the percentage rate specified as such in the applicable Issue Terms.

"Locked Interest" means, in respect of an Interest Determination Date, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Lock In Value} \times \text{Lock In Level}$$

"Lock In Business Days" means such number of Business Day(s), Clearing System Business Day(s) or calendar days as specified in the applicable Issue Terms;

"Lock In Increment", in respect of an Interest Determination Date, is as specified in the applicable Issue Terms;

"Lock In Level" is as specified in the applicable Issue Terms;

"Lock In Observation Dates" means; in relation to the Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates),

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provided that, (i) if any such date is not a Scheduled Trading Day, the relevant Lock In Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Lock In Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Lock In Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Lock In Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Lock In Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Lock In Steps" means a set of incremental values (for example, 5%, 10%, 15%... or 10%, 20%, 30%....) specified as such in the applicable Issue Terms, or incremental values determined by the Determination Agent and notified to the Securityholders as soon as practicable following the date of the applicable determination, which fall within the Lock In Steps Ranges, with each such value being a **"Lock In Step"**;

"Lock In Steps Range" means a range of incremental values (for example, between 5%-9%, 10%-14...) specified as such in the applicable Issue Terms, with each such range of values being a **"Lock In Step Range"**;

"Lock In Underlying Performance" means the Relevant Underlying Performance in respect of the Determination Date;

"Lock In Value" means, in respect of an Interest Determination Date, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Underlying Performance (Interest) / Lock In Increment}$$

"Lower Coupon Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Lower Strike" means the value specified as such in the applicable Issue Terms;

"Lowest Basket Component Performance" means the Final Performance of the Worst Performing Basket Component, where the **"Final Performance"** in respect of such Worst Performing Basket Component is an amount determined by the Determination Agent by dividing (i) the Final Reference Value (Final Redemption) of such Basket Component, by (ii) the Applicable Initial Reference Value of such Basket Component;

"Max" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a semi-colon inside those brackets;

"Max Loss Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Maximum Lock In Step" means, as determined by the Determination Agent, the highest Lock In Step achieved as of any Lock In Observation Date (and so that the Lock In Step achieved as of any Lock In Step Observation Date is the Lock In Step equal to the Relevant Underlying Performance as of such date or, if there is no such equal

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Lock In Step, the highest Lock In Step exceeded by the Relevant Underlying Performance as of that Lock In Observation Date, and "**Maximum Lock In Step**" means, in respect of a Lock In Observation Date, the highest Lock In Step which may be included in the Relevant Underlying Performance on such Lock In Observation Date;

"**Min**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a semi-colon inside those brackets;

"**Minimum Coupon Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Multiplier**" means, in respect of each Automatic Early Redemption Date, a value (which may be zero) specified as such in the applicable Issue Terms corresponding to such Automatic Early Redemption Date;

"**MXN**" means Mexican Pesos, being the lawful currency of the United Mexican States;

"**MXN Securities**" means Securities in respect of which the Specified Currency is MXN, the Settlement Currency is MXN and MXN UDI Amortising Redemption or MXN Denominated UDI Linked Redemption and/or MXN UDI Amortising Coupon is specified as applicable in the applicable Issue Terms;

"**Number of Exchange Business Days (Barrier Condition Satisfied)**" means, in respect of each Interest Period and as determined by the Determination Agent, the number of Exchange Business Days in such Interest Period on which the Knock-in Value is: (A) if "**Single Barrier Range Accrual**" is specified in the applicable Issue Terms, (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value, or (B) if "**Dual Barrier Range Accrual**" is specified in the applicable Issue Terms, (i) greater than or (ii) greater than or equal to, as specified in the applicable Issue Terms, the Lower Coupon Barrier Value and (i) less than or (ii) less than or equal to, as specified in the applicable Issue Terms, the Upper Coupon Barrier Value;

"**Number of Exchange Business Days (Total)**" means, in respect of each Interest Period and as determined by the Determination Agent, the total number of Exchange Business Days in such Interest Period;

"**Number of Observation Dates (Barrier Condition Satisfied)**" means, in respect of each Interest Period, the number of Observation Dates in such Interest Period, as determined by the Determination Agent, that the Knock-in Value is (A) if "**Single Barrier Range Accrual**" is specified in the applicable Issue Terms, (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value, or (B) if "**Dual Barrier Range Accrual**" is specified in the applicable Issue Terms, (i) greater than or (ii) greater than or equal to, as specified in the applicable Issue Terms, the Lower Coupon Barrier Value and (i) less than or (ii) less than or equal to, as specified in the applicable Issue Terms, the Upper Coupon Barrier Value;

"**Observation Date**" means each date specified as such in the applicable Issue Terms (and may also be expressed as each Scheduled Trading Day within specified dates), **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant Observation Date shall (A) in the case of Commodity-Linked Securities, be the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Observation Date is (A) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Observation Date were a Reference Date; (B) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked*

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Securities) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (C) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Observation Period" means the period from and including the Strike Date to and including the Determination Date, **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Strike Date or Determination Date (as applicable) shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Strike Date or Determination Date (as applicable) is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Strike Date or Determination Date (as applicable) were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"OTM Performance" means the Relevant Underlying Performance, determined by the Determination Agent as if "OTM Performance (Single Underlying)" or "Selected Average OTM Performance" (as applicable) were specified as being applicable in respect of the relevant Securities;

"OTM Rate" means a percentage rate specified as such in the applicable Issue Terms;

"Participation Rate" and, if applicable, each of **"Participation Rate 1"**, **"Participation Rate 2"**, **"Participation Rate 3"** and **"Participation Rate 4"** means the percentage rate specified as such in the applicable Issue Terms;

"Performance" means:

- (a) if the Securities are linked to the performance of a Basket and "Average Basket Performance" is specified as applicable in the applicable Issue Terms, the Average Basket Performance;
- (b) if the Securities are linked to the performance of a Basket and "Worst Basket Component Performance" is specified as applicable in the applicable Issue Terms, the Worst Basket Component Performance; or
- (c) if the Securities are not linked to the performance of a Basket, an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Final Redemption)}}{\text{Applicable Initial Reference Value}}$$

"Performance Cap" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms, or, if no such rate is specified, 100 per cent.;

"Physical Delivery FX Determination Date" means the date specified in the applicable Issue Terms;

"Physical Delivery FX Rate" means the FX Rate determined by the Determination Agent on the Physical Delivery FX Determination Date, provided that, for the purposes of the definition of "Cash Residual Amount", Physical Delivery FX Rate shall mean (a) one divided by (b) the FX Rate determined by the Determination Agent on the Physical Delivery FX Determination Date, provided further that if Physical Delivery FX Rate is specified as being "Not Applicable", Physical Delivery FX Rate shall be equal to 1;

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"Prior Coupon Amount" means, for each Interest Determination Date or the Determination Date (as applicable), the sum of all Interest Amounts determined for preceding Interest Determination Dates (if any);

"Prior Interest (Redemption)" means the last calculated Interest Amount payable on the Maturity Date;

"Put Strike" means the value (expressed as a percentage) specified as such in the applicable Issue Terms.

"Redemption Cap" means an amount specified as such in the applicable Issue Terms;

"Redemption Floor" means an amount specified as such in the applicable Issue Terms;

"Reduced Calculation Amount" means the Calculation Amount less the Automatic Partial Redemption Amount;

"Reference Value" means: (i) if "Initial Reference Value" is specified as "Applicable" in the relevant Issue Terms, the Initial Reference Value; or (ii) if "Relevant Underlying Value_{OD}" is specified as "Applicable" in the relevant Issue Terms, the Relevant Underlying Value as of the Observation Date immediately preceding the Interest Determination Date in respect of such Interest Payment Date;

"Relevant Calculation Amount" means (i) the Calculation Amount or (ii) if Mixto Automatic Partial Redemption is specified as applicable in the applicable Issue Terms, the Reduced Calculation Amount;

"Relevant Factor" means, in respect of any Interest Period, the number specified as such in the applicable Issue Terms;

"Relevant Inflation Index" means, in respect of any Series of Securities, the inflation index specified as such in the applicable Issue Terms;

"Relevant Inflation Index (Initial)" means the value specified as such in the applicable Issue Terms, which may, without limitation, be expressed as the official determination of the Relevant Inflation Index for a calendar month specified in the applicable Issue Terms;

"Relevant Inflation Index (N)" means, in respect of each Interest Payment Date, the official determination of the Relevant Inflation Index published for the Determination Month in respect of such Interest Payment Date, **provided that** the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*) will apply as if the Relevant Inflation Index were an Inflation Index as defined in such Condition;

"Relevant Interest Determination Date" means, in respect of an Interest Determination Date, such Interest Determination Date or, if such Interest Determination Date falls after any original date (the **"Scheduled Interest Determination Date"**) that, but for the occurrence of an event resulting in an adjustment to the Interest Determination Date pursuant to the Conditions, would have been the Interest Determination Date, the Scheduled Interest Determination Date;

"Relevant Screen Page" means, in respect of the Exchange Currency or the Second Currency, the page, section or other part of a particular information service (including, without limitation, Reuters) specified as such in the applicable Issue Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the FX Rate;

"Relevant Underlying Value" means the value of the Relevant Underlying as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Relevant Underlying Performance" means, for the purposes of any relevant determination (including, without limitation, any determination of the Knock-in Value, Relevant Underlying Performance (Autocall), Relevant Underlying Performance (Coupon), Relevant Underlying Performance (Put) or Relevant Underlying Performance, or for any determination of the Final Redemption Amount calculated in accordance with any formula) the value determined by the Determination Agent as of the Performance Determination Date in accordance with such provisions of Section 5 (*Performance Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

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"Relevant Underlying Performance (Autocall)" means the Relevant Underlying Performance determined by the Determination Agent as of each Automatic Early Redemption Determination Date.

"Relevant Underlying Performance (Coupon)" means the Relevant Underlying Performance determined by the Determination Agent in respect of the relevant Interest Determination Date.

"Relevant Underlying Performance (Put)" means the Relevant Underlying Performance determined by the Determination Agent as of the Determination Date, as if "Put Performance" were specified as being applicable;

"Relevant Underlying Performance" means the Relevant Underlying Performance determined by the Determination Agent as of the Lock In Observation Date;

"Reset Barrier Value" means, in respect of any Reset Observation Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage of the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*)) as are specified as being applicable in the applicable Issue Terms);

"Reset Initial Reference Value" means, in respect of any Reset Observation Date, an amount equal to the product of (a) the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and (b) the Reset Rate;

"Reset Observation Date" means the dates specified as such in the applicable Issue Terms, provided that, (i) if any such date is not a Scheduled Trading Day, the relevant Reset Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Reset Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Reset Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Reset Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Reset Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*);

"Reset Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Scheduled Interest Payment Date" means each date specified as such in the applicable Issue Terms;

"Scheduled Trading Day" means (I) in respect of a Series of Equity-Linked Securities, (a) except with respect to a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading session, (b) with respect to any Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session, and (c) with respect to a Proprietary Index, any day on which the Index Sponsor is scheduled to publish the level of such Index, (II) in respect of a Series of Fund-Linked Securities, any day which is a Fund Business Day, (III) in respect of a Series of Currency-Linked

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"Second Chance Autocall Barrier" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Second Chance Autocall Barrier Observation Date" means, in respect of any Automatic Early Redemption Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), provided that, (i) if any such date is not a Scheduled Trading Day, the relevant Second Chance Autocall Barrier Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Second Chance Autocall Barrier Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Second Chance Autocall Barrier Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Second Chance Autocall Barrier Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Second Chance Autocall Barrier Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*)"

"Second Chance Autocall Barrier Value" means, the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Second Chance Coupon Barrier" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Second Chance Coupon Barrier Observation Date" means, in respect of any Automatic Early Redemption Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), provided that, (i) if any such date is not a Scheduled Trading Day, the relevant Second Chance Coupon Barrier Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Second Chance Coupon Barrier Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Second Chance Coupon Barrier Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a

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correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Second Chance Coupon Barrier Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Second Chance Coupon Barrier Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*)"

"Second Chance Coupon Barrier Value" means, the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Second Chance Final Redemption Barrier" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Second Chance Final Redemption Barrier Observation Date" means, in respect of any Automatic Early Redemption Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), provided that, (i) if any such date is not a Scheduled Trading Day, the relevant Second Chance Final Redemption Barrier Observation Date shall (A) in relation to any Commodity-Linked Securities, fall on the next succeeding Scheduled Trading Day; (B) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (C) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Second Chance Final Redemption Barrier Observation Date is (x) in the case of Equity-Linked Securities, Fund-Linked Securities or Futures Contract-Linked Securities, a Disrupted Day, the provisions of Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Second Chance Final Redemption Barrier Observation Date were a Reference Date; (y) in the case of Commodity-Linked Securities, a day on which there has been a correction to a previously published or announced price in accordance with Condition 10.1 (*Corrections to Published Prices*) or a day on which a Commodity Disruption Event or a Commodity Index Disruption Event (as the case may be) has occurred or is continuing, such Second Chance Final Redemption Barrier Observation Date shall be subject to adjustment in accordance with Condition 10 (*Provisions relating to Commodity-Linked Securities*) as if such date were a Pricing Date or a Common Pricing Date (as applicable); or (z) in the case of Inflation-Linked Securities, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 12 (*Provisions relating to Inflation-Linked Securities*), such Second Chance Final Redemption Barrier Observation Date shall be subject to adjustment in accordance with the provisions of such Condition 12 (*Provisions relating to Inflation-Linked Securities*)"

"Second Chance Final Redemption Barrier Value" means (a) the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value), or (b) the value specified in respect of each Basket Component in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value of such Basket Component);

"Second Currency" means the currency specified as such in the applicable Issue Terms;

"Securityholder Par Value" means, in respect of any Securityholder, the par value of such Securityholder's interests in the Securities;

"Selected Best Performing Basket Components" means the Basket Components determined by the Determination Agent by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing (i) for the purposes of Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Coupon) by the Applicable Initial Reference Value,

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(ii) for the purposes of Paragraph 1.24 (*Mixto Coupon*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Autocall) for such Basket Component by its Applicable Initial Reference Value, and (iii) in all other cases, the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent) and by selecting "N" Basket Components with the highest such values (Basket Component 1 to N), where "N" is the number of Basket Components to be selected, as specified in the applicable Issue Terms.

"Selected Worst Performing Basket Components" means the Basket Components determined by the Determination Agent by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing (i) for the purposes of Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Coupon) by the Applicable Initial Reference Value, (ii) for the purposes of Paragraph 1.24 (*Mixto Coupon*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Autocall) for such Basket Component by its Applicable Initial Reference Value, and (iii) in all other cases, the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the lowest such value (Basket Component 1) and ending with the Basket Component with the highest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent) and by selecting "N" Basket Components with the lowest such values (Basket Component 1 to N), where "N" is the number of Basket Components to be selected, as specified in the applicable Issue Terms.

"Specified Currency" means the currency specified as such in the applicable Issue Terms;

"Specified Final Redemption Barrier Values" means a set of values (for example, 60 per cent. of the Initial Reference Value, 63 per cent. of the Initial Reference Value, 70 per cent. of the Initial Reference Value, and so on) specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value), which each such value being a **"Specified Final Redemption Barrier Value"**;

"Specified Final Redemption Rate" means the percentage rate specified in respect of each Specified Final Redemption Barrier Value;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms, provided that, if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.;

"Specified Percentage 1" means the percentage specified as such in the relevant Issue Terms;

"Specified Percentage 2" means the percentage specified as such in the relevant Issue Terms;

"Specified Rate" and, if applicable, **"Specified Rate 1"**, **"Specified Rate 2"** and **"Specified Rate 3"** means the percentage rate (which will be between 0% and 100%) specified as such in the applicable Issue Terms **provided that** if no such rate is specified, the Specified Rate, Specified Rate 1, Specified Rate 2 or Specified Rate 3, as applicable, shall be equal to 100 per cent.;

"Specified Strike Value" means the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Specified Time" means, in respect of a Series of Securities and the Exchange Currency or the Second Currency, the time specified as such in the applicable Issue Terms or if no such time is specified the time chosen by the Determination Agent;

"Spread" means an amount (expressed as a percentage) specified in the applicable Issue Terms, which shall be preceded by either a "+" (plus) or a "−" (minus) sign (provided that if the applicable Issue Terms specify Spread to be not applicable, it shall be deemed to be zero);

"Strike" means the value specified as such in the applicable Issue Terms;

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"Sum of Interest Paid (Interest) " means, in respect of the Calculation Amount and an Interest Determination Date (**"Current Interest Determination Date"**), the aggregate Interest Amount determined in respect of such Calculation Amount and each Interest Determination Date for which the Relevant Interest Determination falls prior to the Relevant Interest Determination Date for the Current Interest Determination Date;

"Threshold Number" means the number specified as such in the applicable Issue Terms;

"UDI Fixing" means, in respect of any day, the MXN/UDI rate (expressed as the amount of MXN per one UDI) reported in respect of such day by the Central Bank of the United Mexican States (*Banco de México*) on www.banxico.org.mx (or such successor website as may apply), subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*).

"UDI" means Unidad de Inversión.

"UDI_{Final}" means an amount in MXN equal to the product of: (i) MXN 1 and (ii) the official determination of the Inflation Index published for the Final UDI Observation Date subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*).

"UDI_{Initial}" means an amount in MXN equal to the product of: (i) MXN 1 and (ii) either (a) the value specified as such in the applicable Issue Terms or (b) if no such value is specified in the applicable Issue Terms, the official determination of the Inflation Index published for the Issue Date subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*).

"UDI_n" means, in respect of each Interest Payment Date and each Interest Period ending on (but including) such Interest Payment Date, an amount in MXN equal to the product of: (i) MXN 1 and (ii) the official determination of the Inflation Index published for the Observation Date in respect of such Interest Payment Date, subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*).

"UDI Coupon Multiplier" means, in respect of an Interest Payment Date and the relevant Interest Period:

- (a) in respect of MXN Securities, a percentage determined by the Determination Agent in accordance with the following formula:

$$\frac{UDI_n}{UDI_{Initial}}; \text{ or}$$

- (b) in respect of UDI Securities, UDI_n.

"UDI Deduction" means one or, in respect of Zero Coupon Securities, zero.

"UDI Coupon Reduced Calculation Amount" means, in respect of an Interest Payment Date and the relevant Interest Period, the UDI Reduced Calculation Amount in respect of such Interest Payment Date.

"UDI Final Reduced Calculation Amount" means the UDI Reduced Calculation Amount in respect of the Final UDI Observation Date.

"UDI Performance" means:

- (a) in respect of UDI Securities, the product of (i) the Specified Rate and (ii) the UDI Redemption Multiplier; or
- (b) in respect of MXN Securities, the sum of (i) the Specified Rate and (ii) the product of (x) the Participation Rate and (y) the UDI Redemption Multiplier.

"UDI Redemption Floor" means an amount equal to:

- (a) (i) the Calculation Amount or, if the applicable Issue Terms specify "MXN UDI Amortising Redemption" as applicable, (ii) the UDI Reduced Calculation Amount as of the due date for redemption of the Securities; or

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- (b) for the purposes of an Automatic Partial Redemption Amount calculation, the product of (i) the Calculation Amount and (ii) the Automatic Partial Redemption Rate in respect of the relevant Automatic Partial Redemption Date.

"UDI Redemption Multiplier" means:

- (a) in respect of MXN Securities, a percentage determined by the Determination Agent in accordance with the following formula:

$$\frac{UDI_{Final}}{UDI_{Initial}} - \text{UDI Deduction}; \text{ or}$$

- (b) in respect of UDI Securities, UDI_{Final} .

"UDI Reduced Calculation Amount" means, in respect of a day, the Calculation Amount less the aggregate, in respect of each Automatic Partial Redemption Date falling prior to such day, of the product of (i) the Calculation Amount and (ii) the Automatic Partial Redemption Rate in respect of such Automatic Partial Redemption Date.

"UDI Securities" means Securities in respect of which the Specified Currency is UDI, the Settlement Currency is MXN and MXN UDI Amortising Redemption or UDI Final Linked Redemption and/or MXN UDI Amortising Coupon is specified as applicable in the applicable Issue Terms;

"Underlying Performance (Interest)" means, in respect of an Interest Determination Date, an amount determined by the Determination Agent in accordance with the following formula, provided that such amount shall be rounded down to the nearest whole number divisible by the Lock In Increment:

$$\left[\frac{\text{Final Reference Value (Coupon)}}{\text{Initial Reference Value}} - 100\% \right] \times 100$$

For the avoidance of doubt, if such amount is determined by the Determination Agent to be a number less than the Lock In Increment, the Underlying Performance (Interest) shall be deemed to be zero;

"Underlying Securities" means the securities specified as such in the applicable Issue Terms or, if no such securities are specified, (i) where the Relevant Underlying comprises a Single Underlying, such Single Underlying or (ii) where the Relevant Underlying comprises a Basket, the Worst Performing Basket Component; and

"Upper Coupon Rate" means the value (expressed as a percentage) specified as such in the applicable Issue Terms;

"Upper Strike" means the value specified as such in the applicable Issue Terms;

"Worst Basket Component Performance" means an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{\text{Final Reference Value (Final Redemption) of Worst Performing Basket Component}}{\text{Applicable Initial Reference Value of Worst Performing Basket Component}}$$

"Worst Performing Basket Component" means the Basket Component determined by the Determination Agent by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing (i) for the purposes of Sub-Section I (*Interest*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Coupon) by the Applicable Initial Reference Value, (ii) for the purposes of Paragraph 2.1 (*Autocall 1*) of this Section 2 (*Interest and Redemption Terms*), the Final Reference Value (Autocall) for such Basket Component by its Applicable Initial Reference Value and (iii) in all other cases, the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the lowest such value (Basket Component 1) and ending with the Basket Component with the highest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent) and by selecting the Basket Component with the lowest such value (Basket Component 1).

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Section 3

ADDITIONAL TERMS AND CONDITIONS FOR PREFERENCE SHARE-LINKED SECURITIES

The terms set out in this Section 3 (*Additional Terms and Conditions for Preference Share-Linked Securities*) apply to a Series of Preference Share-Linked Securities if, and to the extent, so specified in the applicable Issue Terms. The Final Terms or Pricing Supplement, as applicable, in respect of a Series of Preference Share-Linked Securities to which this Section 3 (*Additional Terms and Conditions for Preference Share-Linked Securities*) applies will be in the form set out under "Pro Forma Final Terms for Securities" or the "Pro Forma Pricing Supplement for Securities", respectively, in the Base Prospectus.

1. Preference Share-Linked Securities

1.1 If "Preference Share-Linked Securities" is specified as applicable in the applicable Issue Terms:

- (a) if "**No Interest**" is applicable as specified in the applicable Issue Terms, no interest shall be payable on the Securities;
- (b) if "**Barrier Conditional Coupon**" is applicable as specified in the applicable Issue Terms, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Interest Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value in respect of such Interest Determination Date, the Issuer shall on the immediately following Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount}$$

No interest will otherwise be payable on the Securities on an Interest Payment Date.

The Interest Payment Dates will be indicated in the applicable Issue Terms;

- (c) if "**Regular Coupon**" is applicable as specified in the applicable Issue Terms, the Issuer shall on each Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount}$$

The Interest Payment Dates will be indicated in the applicable Issue Terms;

- (d) if "**Memory Barrier Conditional Coupon**" is applicable as specified in the applicable Issue Terms, and if the Determination Agent determines that the Knock-in Value as of, as specified in the applicable Issue Terms, (a) any Interest Determination Date, (b) each Barrier Observation Date, if any, specified in respect of such Interest Determination Date, or (c) at any time during the Barrier Observation Period, if any, specified in respect of such Interest Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) equal to, (iv) less than or (v) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value in respect of such Interest Determination Date, the Issuer shall on the immediately following Interest Payment Date pay interest on the Securities of the relevant Series in an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

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$$\left[\left(\sum_{j=1}^n \text{Coupon Rate}_j \right) \times \text{Calculation Amount} - \text{Prior Coupon Amount} \right]$$

No interest will otherwise be payable on the Securities on an Interest Payment Date.

The Interest Payment Dates will be indicated in the applicable Issue Terms.

- (e) if "**Range Accrual Coupon**" is applicable as specified in the applicable Issue Terms, the Issuer shall, on each Interest Payment Date, pay interest on the Securities of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Coupon Rate} \times \text{Calculation Amount} \times \frac{\text{Number of Observation Dates (Barrier Condition Satisfied)}}{\text{Relevant Factor}} \times \text{Day Count Fraction}$$

- (f) the Securities may be redeemed prior to the Maturity Date at the election of the Issuer and at the Early Preference Share Redemption Security Amount as defined in Condition 14.8 (*Definitions applicable to Preference Share-Linked Securities*) in any of the circumstances contemplated in Condition 14.2 (*Early Redemption for Taxation Reasons*), 14.4 (*Early Redemption in respect of Preference Share-Linked Securities*), 14.5 (*Extraordinary Events*), or 14.6 (*Additional Disruption Events*), and at the "**Early Redemption Amount**" as defined in Condition 2.1 (*Definitions*) in any of the circumstances contemplated in Condition 22 (*Events of Default*) or 34 (*Inconvertibility Events*); and
- (g) unless previously redeemed or cancelled, such Securities shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Participation Rate} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{initial}}}$$

1.2 As used in this paragraph 1:

"**Barrier Observation Dates**" means, in respect of any Interest Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant Barrier Observation Date shall be the next succeeding Scheduled Trading Day; and (ii) if any Barrier Observation Date is a Disrupted Day, the relevant Barrier Observation Date shall be the earlier of (A) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (B) the eighth Scheduled Trading Day following such Barrier Observation Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day);

"**Barrier Observation Period**" means, in respect of any Interest Determination Date, a period specified as such in the applicable Issue Terms, expressed as either (i) beginning from (and including) the Barrier Observation Period Start Date and ending on and excluding the Barrier Observation Period End Date, or (ii) being the Barrier Observation Period Date, **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant date shall be the next succeeding Scheduled Trading Day; and (ii) if any such date is a Disrupted Day, the relevant date shall be the earlier of (A) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (B) the eighth Scheduled Trading Day following such date (notwithstanding that such Scheduled Trading Day is a Disrupted Day);

"**Barrier Observation Period Date**" means the Barrier Observation Period Start Date or the Barrier Observation Period End Date, as applicable.

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"Barrier Observation Period End Date" means the specified date on which the Barrier Observation Period ends.

"Barrier Observation Period Start Date" means the specified date on which the Barrier Observation Period begins.

"Coupon Barrier Value" and, if applicable, each of **"Upper Coupon Barrier Value"** and **"Lower Coupon Barrier Value"** means, in respect of an Interest Determination Date, the value specified as such in the applicable Issue Terms (which may be expressed as a single value or as a specified percentage of the Initial Reference Value);

"Coupon Rate" means, in respect of an Interest Determination Date, the rate (which may be zero) specified as such in the applicable Issue Terms corresponding to such Interest Determination Date;

"Coupon Rate_j" means, and, if applicable, each of **"Upper Coupon Rate"** and **"Lower Coupon Rate"** means, in respect of each relevant Interest Determination Date, the rate specified as such in the applicable Issue Terms;

"Final Valuation Date" means the day falling the number of Business Days specified in the applicable Issue Terms following the Preference Share Determination Date;

"Initial Reference Value" means the value specified as such in the applicable Issue Terms;

"Interest Determination Dates" means the dates specified as such in the applicable Issue Terms, **provided that:** (i) if any such date is not a Scheduled Trading Day, the relevant Interest Determination Date shall be the next succeeding Scheduled Trading Day; and (ii) if any Interest Determination Date is a Disrupted Day, the relevant Interest Determination Date shall be the earlier of (A) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (B) the eighth Scheduled Trading Day following such Interest Determination Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day), and otherwise subject to adjustment in accordance with the Conditions;

"Knock-in Value" means the Relevant Underlying Value;

"Maturity Date" means:

- (a) if Underlying Determination Event is specified as applicable in the applicable Issue Terms:
 - (i) if the Preference Shares become subject to redemption pursuant to the underlying determination provisions contained in the terms and conditions of the Preference Shares and redemption occurs (or which redemption but for the delay of the date for valuation or determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares on or about such date, would have occurred), the day falling the number of Business Days specified in the applicable Issue Terms following the Final Valuation Date; or
 - (ii) otherwise, the No Underlying Determination Event Maturity Date or, if later, the day falling the number of Business Days specified in the applicable Issue Terms following the Final Valuation Date; or
- (b) if Underlying Determination Event is specified as not applicable in the applicable Issue Terms, the date specified as such in the applicable Issue Terms or, if later, the day falling the number of Business Days specified in the applicable Issue Terms following the Final Valuation Date;

"n" means the number of Interest Determination Dates that have occurred in the period from, and including, the Issue Date to, such Interest Date;

"No Underlying Determination Event Maturity Date" means the date specified as such in the applicable Issue Terms;

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"No Underlying Determination Event Valuation Date" means the date specified as such in the applicable;

"Number of Observation Dates (Barrier Condition Satisfied)" means, in respect of each Interest Period, the number of Observation Dates in such Interest Period, as determined by the Determination Agent, that the Knock-in Value is (A) if **"Single Barrier Range Accrual"** is specified in the applicable Issue Terms, (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Issue Terms, the Coupon Barrier Value, or (B) if **"Dual Barrier Range Accrual"** is specified in the applicable Issue Terms, (i) greater than or (ii) greater than or equal to, as specified in the applicable Issue Terms, the Lower Coupon Barrier Value and (i) less than or (ii) less than or equal to, as specified in the applicable Issue Terms, the Upper Coupon Barrier Value;

"Observation Dates" means, in respect of any Interest Determination Date, the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, (i) if any such date is not a Scheduled Trading Day, the relevant Observation Date shall be the next succeeding Scheduled Trading Day; and (ii) if any Observation Date is a Disrupted Day, the relevant Observation Date shall be the earlier of (A) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (B) the eighth Scheduled Trading Day following such Observation Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day);

"Participation Rate" means the percentage rate specified as such in the applicable Issue Terms, or, if no such rate is specified, 100 per cent;

"Preference Share Determination Date" means:

- (a) if Underlying Determination Event is specified as applicable in the applicable Issue Terms:
 - (i) if the Preference Shares become subject to redemption pursuant to the underlying determination provisions contained in the terms and conditions of the Preference Shares, the Underlying Determination Event Valuation Date falling in the year in which such redemption occurs (or which but for the delay of the date for valuation or determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares on or about such date, would have occurred); or
 - (ii) otherwise, the No Underlying Determination Event Valuation Date; or
- (b) if Underlying Determination Event is specified as not applicable in the applicable Issue Terms, the date specified as such in the applicable Issue Terms,

or, in each case, if any date(s) for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Preference Shares falling on or about such day is to be delayed in accordance with the terms and conditions of the Preference Shares by reason of a disruption or adjustment event, the Preference Share Determination Date shall be such delayed valuation or determination date(s), all as determined by the Determination Agent;

"Preference Share Value" means, in respect of any day, the fair market value of the Preference Share at the Valuation Time on such Day, as determined by the Determination Agent;

"Preference Share Value_{early}" means the Preference Share Value on the Early Redemption Valuation Date;

"Preference Share Value_{final}" means the Preference Share Value on the Final Valuation Date;

"Preference Share Value_{initial}" means the Preference Share Value on the Initial Valuation Date;

"Prior Coupon Amount" means, for each Interest Determination Date, the sum of all Interest Amounts determined for preceding Interest Determination Dates (if any);

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"Relevant Factor" means, in respect of any Interest Period, the number specified as such in the applicable Issue Terms;

"Scheduled Trading Day" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading session; and

"Underlying Determination Event Valuation Date" means each date specified as such in the applicable Issue Terms.

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Section 4

ADDITIONAL TERMS AND CONDITIONS FOR VALUE DETERMINATION TERMS

With respect to each Series of Linked Securities, the "**Relevant Underlying Value**" for a Relevant Underlying as of any date (including but not limited to a Valuation Date, Interest Determination Date, Determination Date, Observation Date, Pricing Date, Averaging Date, Automatic Early Redemption Determination Date or CMS Reference Rate Determination Date) for the purposes of determinations linked to the value or performance of the Relevant Underlying shall be, as determined by the Determination Agent and subject as provided in the Conditions:

- (a) for a Share or ETF Interest and a Series of Equity-Linked Securities, the price (or, if applicable, two or more such prices) of such Share or ETF Interest on the relevant Exchange or, as applicable in relation to a Share, the dividend adjusted performance (or, if applicable, two or more such dividend adjusted performances) of such Share, provided that, for a Share, if the applicable Issue Terms specify "**Strategy Price**" to be applicable, the Relevant Underlying Value will be the Strategy Level;
- (b) for an Index and a Series of Equity-Linked Securities, the official level of the Index (or, if applicable, two or more such levels);
- (c) for a Commodity and a Series of Commodity-Linked Securities, the Commodities Reference Price (or, if applicable, two or more such prices);
- (d) for a Commodity Index and a Series of Commodity-Linked Securities, the Commodities Reference Price (or, if applicable, two or more such prices);
- (e) for an Inflation Index and a Series of Inflation-Linked Securities, the level of the Inflation Index for a specified calendar month (or, if applicable, two or more such levels);
- (f) for a Currency Pair and a Series of Currency-Linked Securities, means the Specified Rate;
- (g) for a Fund and a Series of Fund Linked Securities, (A) the official Fund NAV which is published by the Fund, Fund Manager or any service provider appointed by the Fund or Fund Manager who reports such value on behalf of the Fund, on Bloomberg, Reuters or other similar publishing service, or on the website of the Fund, or in any other manner, divided by (B) the total number of Fund Interests, **provided that** if the information is published on more than one source and the information published on one source differs from the information published on another, the Determination Agent shall choose one of these in its reasonable discretion, acting in good faith and in a commercially reasonable manner;
- (h) for a Futures Contract and a Series of Futures Contract-Linked Securities, means the Settlement Price; and
- (i) for a Relevant Underlying which is a basket comprising any combination of the foregoing, the value for the Relevant Underlying equal to the sum of the weighted values of the components of the Relevant Underlying applying (a) to (f) above, as applicable,

determined, in each case, in accordance with such of the provisions contained in the following provisions of this Section 4 ("**Value Determination Terms**") as are applicable to the relevant determination as specified in the applicable Issue Terms.

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Sub-Section I

Basic Value Determination Terms

1. Spot Value

If "**Spot Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be determined as of such time as the Determination Agent determines is appropriate in respect of the Relevant Underlying on the relevant date.

2. Intraday Value

If "**Intraday Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms in the context of comparing the Relevant Underlying Value against any other value, the Relevant Underlying Value may be determined at any time on the relevant date for the purposes of such comparison.

3. Opening Value

If "**Opening Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be determined:

- (a) for a Share, Index or ETF Interest and a Series of Equity-Linked Securities, as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange, in respect of such Relevant Underlying on the relevant date;
- (b) for a Basket of Shares, Indices or ETFs and a Series of Equity-Linked Securities, as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange in respect of such Relevant Underlying on the relevant date;
- (c) for a Basket of Inflation Indices and a Series of Inflation-Linked Securities, for the month specified as the Reference Month with respect to the relevant date in the applicable Issue Terms;
- (d) for a Futures Contract, a Basket of Futures Contracts and a Series of Futures Contract-Linked Securities, as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange, in respect of such Relevant Underlying on the relevant date;

4. Closing Value

If "**Closing Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be determined:

- (a) for a Share, Index or ETF Interest and a Series of Equity-Linked Securities, as of the Determination Time in respect of such Relevant Underlying on the relevant date;
- (b) for an Inflation Index and a Series of Inflation-Linked Securities, for the month specified as the Reference Month with respect to the relevant date in the applicable Issue Terms;
- (c) for a Currency Pair and a Series of Currency-Linked Securities, as of the close of business hours in the Principal Financial Centre in respect of the Reference Currency on the relevant date;
- (d) for a Fund Interest and a Series of Fund-Linked Securities, as of close of business in respect of such Relevant Underlying on the Fund Business Day immediately succeeding the relevant date;

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- (e) for a Futures Contract and a Series of Futures Contract-Linked Securities, as of the Determination Time in respect of such Relevant Underlying on the relevant date;
- (f) for a Basket of Shares, Indices or ETFs and a Series of Equity-Linked Securities, as of the Scheduled Closing Time of the Exchange in respect of such Relevant Underlying on the relevant date;
- (g) for a Basket of Indices and a Series of Inflation-Linked Securities, for the month specified as the Reference Month with respect to the relevant date in the applicable Issue Terms;
- (h) for a Basket of Currencies and a Series of Currency-Linked Securities, as of the close of business hours in the Principal Financial Centre in respect of such Relevant Underlying on the relevant date;
- (i) for a Basket of Fund Interests and a Series of Fund-Linked Securities, as of close of business in respect of such Relevant Underlying on the Fund Business Day immediately succeeding the relevant date; and
- (j) for a Basket of Futures Contracts and a Series of Futures Contract-Linked Securities, as of the Scheduled Closing Time of the Exchange in respect of such Relevant Underlying on the relevant date.

5. Commodity Specified Price

The Relevant Underlying Value with respect to any Commodity Linked Security shall be determined in accordance with the "**Commodity Specified Price**" specified in the Issue Terms or referred to in any other Value Determination Terms that are relevant as provided in the applicable Issue Terms, being one of the prices or levels set out below (which terms shall have their natural meanings within the commodities market):

- (a) The "High Price";
- (b) the "Low Price";
- (c) the "Average of High Price and Low Price";
- (d) the "Commodities Closing Price";
- (e) the "Commodities Opening Price";
- (f) the "Bid Price";
- (g) the "Asked Price";
- (h) the "Average of Bid Price and Asked Price";
- (i) the "Settlement Price";
- (j) the "Official Settlement Price";
- (k) the "Official Price";
- (l) the "Morning Fixing";
- (m) the "Afternoon Fixing";
- (n) the "Spot Price";
- (o) the "Official Cash Offer Price"; or

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(p) any other price specified in the applicable Issue Terms,

provided that, (i) with respect to any Commodity specified in the Issue Terms as "**Non Metal**", the relevant price shall be the Official Settlement Price, and (ii) with respect to any Commodity Specified in the Issue Terms as "**Precious Metal**" the relevant price shall be the Afternoon Fixing.

6. Closing Value with Dividend Adjusted Performance

If "Closing Value with Dividend Adjusted Performance" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent as follows:

(i) where Target Dividend Payoff 1 is specified in the applicable Issue Terms:

$\text{Relevant Underlying Value}_{(t-1)} * [\text{Fixing}_{(t)} + \text{Real Dividend}_{(t)}] / \text{Fixing}_{(t-1)} - X * \text{Target Dividend} / \text{Day Count Basis}$

(ii) where Target Dividend Payoff 2 is specified in the applicable Issue Terms:

$\text{Relevant Underlying Value}_{(t-1)} * \text{Fixing}_{(t)} / [\text{Fixing}_{(t-1)} - \text{Real Dividend}_{(t)}] - X * \text{Target Dividend} / \text{Day Count Basis}$

(iii) where Target Dividend Payoff 3 or Target Dividend Payoff 4 is specified in the applicable Issue Terms, the sum of (i) the Closing Value and (ii) the Dividend Adjusted Performance, in each case, for such day; or

(iv) where Target Dividend Payoff 5 or Target Dividend Payoff 6 is specified in the applicable Issue Terms, the product of (i) the Closing Value and (ii) the Dividend Adjusted Performance, in each case, for such day; or

(v) where Target Dividend Payoff 7 or Target Dividend Payoff 8 is specified in the applicable Issue Terms, the Daily Decrement Level for such day calculated by the Determination Agent.

Where:

"**Real Dividend**" or "**RD**" means in respect of the Share of the Relevant Underlying_(i) and (a) for an Ex-Dividend Date (other than any Deemed Actual Ex-Dividend Date) for that Share and as determined by the Determination Agent, the Gross Dividend in respect of that Share (other than any extraordinary or special dividend (if specified as "Excluded" in the applicable Issue Terms) and before deduction of any applicable taxes, fees or expenses) which would be received by a registered holder of such Share multiplied by the relevant Applicable Percentage of such cash dividend, or (b) for a Deemed Actual Ex-Dividend Date, zero.

If the Real Dividend is paid in a currency (the "**Actual Dividend Currency**") other than the currency in which the Share is traded on the relevant Exchange (the "**Relevant Underlying Currency**"), then the amount of the Real Dividend will be converted into the Relevant Underlying Currency using the current spot exchange rate of the Actual Dividend Currency for the Relevant Underlying Currency (the "**FX Rate**"), as determined by the Calculation Agent on the official mid exchange rate of the relevant FX Rate as published on the relevant Reuters pages at or around 4.00 p.m. London time on the relevant date and provided that if such amount is not published, then the Determination Agent shall determine the FX Rate acting in good faith and in a commercially reasonable manner.

"**Applicable Percentage**" means, in respect of a Share, the percentage (which may be 100 per cent. but which shall not be less than zero or more than 100 per cent.) specified in the relevant Issue Terms or, if no percentage is specified or the Applicable Percentage is specified to be not applicable in the relevant Issue Terms, 100 per cent. The relevant Issue Terms may specify a different Applicable Percentage for the Net Dividend and for the Target Dividend.

"**Closing Value**" has the meaning given to it in these Value Determination Terms.

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"Daily Decrement Level" means

- (i) where Target Dividend Payoff 7 is specified in the applicable Issue Terms and in respect of a relevant Share and each Target Dividend Observation Date (t), an amount determined by the Determination Agent in accordance with the following:
- (a) where such Target Dividend Observation Date (t) is the Start Date (where $t = 0$), the amount specified as the Daily Decrement Level for the Start Date in the applicable Issue Terms, or if no amount is specified as such in the applicable Issue Terms, the Share Price of such Share on the Start Date; and
- (b) in respect of any Target Dividend Observation Date (t) falling after the Start Date, the amount determined by the Determination Agent for such day (t) in accordance with the following formula:

$$DDL_t = \text{Max} \left[0, \left(DDL_{t-1} \times \frac{\text{Share Price}_t \times DAP_t}{\text{Share Price}_{t-1} \times DAP_{t-1}} \right) - \left(TD_t \times \frac{\text{act}(t-1, t)}{\text{Day Count Basis}} \right) \right]$$

For which purpose:

"act(t-1,t)" means the number of calendar days between Target Dividend Observation Date t and $t-1$.

"DAP_t" means DAP in respect of a Target Dividend Observation Date (t) calculated in accordance with the provisions applicable where Target Dividend Payoff 5 is specified in the applicable Issue Terms.

"DAP_{t-1}" means DAP_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date (t).

"DDL_t" means the Daily Decrement Level for the Target Dividend Observation Date " t ", provided that, if DDL_t is equal to 0 (zero), then DDL_t corresponding to Target Dividend Observation Date " t " and all subsequent Target Dividend Observation Dates for the relevant Share is equal to 0 (zero).

"DDL_{t-1}" means Daily Decrement Level_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date (t).

"Share Price_t" means the Share Price of the relevant Share on the Target Dividend Observation Date " t ".

"Share Price_{t-1}" means Share Price_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date (t).

"t" means each Target Dividend Observation Date " t " for the relevant Share.

"Target Dividend_t" or **"TD_t"** means the Target Dividend for the relevant Share for the Dividend Period in which such Target Dividend Observation Date (t) falls.

- (ii) where Target Dividend Payoff 8 is specified in the applicable Issue Terms and in respect of a relevant Share and each Target Dividend Observation Date (t), an amount determined by the Calculation Agent in accordance with the following:
- (a) where such Target Dividend Observation Date (t) is the Start Date (where $t = 0$), the amount specified as the Daily Decrement Level for the Start Date in the applicable Issue Terms, or if no amount is specified as such in the relevant Final Terms, the Share Price of such Share on the Start Date; and

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- (b) in respect of any Target Dividend Observation Date (t) falling after the Start Date, the amount determined by the Determination Agent for such day (t) in accordance with the following formula:

$$DDL_t = \text{Max} \left[0, \left(DDL_{t-1} \times \frac{\text{Share Price}_t \times DAP_t}{\text{Share Price}_{t-1} \times DAP_{t-1}} \right) - \left(TD_t \times \frac{\text{act}(t-1, t)}{\text{Day Count Basis}} \right) \right]$$

For which purpose:

"**act(t-1,t)**" means the number of calendar days between Target Dividend Observation Date t and $t-1$.

"**DAP_t**" means DAP in respect of a Target Dividend Observation Date (t) calculated in accordance with the provisions applicable where Target Dividend Payoff 8 is specified in the applicable Issue Terms.

"**DAP_{t-1}**" means DAP_t in respect of the day immediately preceding day (t).

"**DDL_t**" means the Daily Decrement Level for Target Dividend Observation Date " t ", provided that, if DDL_t is equal to 0 (zero), then DDL_t corresponding to Target Dividend Observation Date " t " and all subsequent Target Dividend Observation Date is equal to 0 (zero).

"**DDL_{t-1}**" means Daily Decrement Level_t in respect of the day immediately preceding Target Dividend Observation Date (t).

"**Share Price_t**" means the Share Price of the relevant Share on Target Dividend Observation Date " t ".

"**Share Price_{t-1}**" means Price_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date (t).

"**t**" means each Target Dividend Observation Date " t " for the relevant Share.

"**Target Dividend_t**" or "**TD_t**" means the Target Dividend for the relevant Share for the Dividend Period in which Target Dividend Observation Date " t " falls.

"**Day Count Basis**" means the number specified as such in the applicable Issue Terms.

"**Dividend Adjusted Performance**" or "**DAP**" means, in respect of a Share and a day (t):

- (i) where Target Dividend Payoff 3 is specified in the applicable Issue Terms, an amount in the Specified Currency for such day calculated by the Determination Agent in accordance with the following formula:

$$DAP_t = \sum_{j=\text{Start}+1}^t \text{Real Dividend}_j - \sum_{j=\text{Start}+1}^t \text{Target Dividend}_j$$

For which purpose:

"**DAP_t**" means DAP in respect of a day (t).

"**Real Dividend_j**" means (i) in respect of each day which is an Ex-Dividend Date falling during the period from (but excluding) the Start Date to (and including) such day, the Real Dividend for such day (t), or (ii) in respect of any other day, zero.

"**Start**" means the Start Date ($t = 0$).

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"**Target Dividend_j**" means (i) in respect of each day which is a Scheduled Target Dividend Deduction Date falling during the period from (but excluding) the Start Date to (and including) such day, the Target Dividend for such day (*t*), or (ii) in respect of any other day, zero;

- (ii) where Target Dividend Payoff 4 is specified in the applicable Issue Terms, for any day (*t*), an amount in the Specified Currency determined by the Determination Agent for each Ex-Dividend Date (including any Deemed Ex-Dividend Date) falling during the period from (but excluding) the Start Date to (and including) such day (*t*) (each a **Relevant Ex-Dividend Date**) calculated by the Determination Agent in accordance with the following formula:

$$DAP_t = \sum_{j=Start+1}^t Real\ Dividend_j - \sum_{j=Start+1}^t Target\ Dividend_j$$

For which purpose:

"**DAP_t**" means DAP in respect of a day (*t*).

"**Real Dividend_j**" means, in respect of each Relevant Ex-Dividend Date falling during the period from (but excluding) the Start Date to (and including) such day (*t*), the Real Dividend for such Relevant Ex-Dividend Date.

"**Start**" means the Start Date (*t* = 0).

"**Target Dividend_j**" means in respect of each Relevant Ex-Dividend Date falling during the period from (but excluding) the Start Date to (and including) such day (*t*), the Target Dividend for such Relevant Ex-Dividend Date;

- (iii) where Target Dividend Payoff 5 is specified in the applicable Issue Terms, an amount calculated by the Determination Agent in accordance with the following:
- (i) for each day (*t*) falling on or after the Start Date (where *t* = 0) but prior to the first Ex-Dividend Date falling after the Start Date, one (1); and
- (ii) for any day (*t*) thereafter, the amount determined by the Determination Agent in accordance with either (A) or (B) below:
- (A) where such day (*t*) is an Ex-Dividend Date (including any Deemed Ex-Dividend Date):
- (1) if the Real Dividend_t in respect of such Ex-Dividend Date is not equal to the Target Dividend_t for such Ex-Dividend Date, an amount calculated by the Determination Agent in accordance with the following formula:

$$DAP_t = Max \left[0, DAP_{t-1} \times \frac{PACP_t - TD_t}{PACP_t - RD_t} \right]$$

- (2) if the Real Dividend_t in respect of such Ex-Dividend Date is equal to the Target Dividend_t for such Ex-Dividend Date, an amount equal to DAP_{t-1} in respect of such Ex-Dividend Date;

- (B) otherwise, an amount equal to DAP_{t-1} for such day (*t*).

for which purpose:

"**DAP_t**" means DAP in respect of the Start Date or day (*t*).

"**DAP_{t-1}**" means DAP_t in respect of the day immediately preceding such day (*t*).

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"**PACP_t**" means the Pre-Adjustment Closing Price in respect of the relevant Ex-Dividend Date.

"**Real Dividend_t**" or "**RD_t**" means the Real Dividend in respect of the relevant Ex-Dividend Date.

"**Target Dividend_t**" or "**TD_t**" means the Target Dividend in respect of the relevant Ex-Dividend Date.

(iv) where Target Dividend Payoff 6 is specified in the applicable Issue Terms, an amount calculated by the Determination Agent in accordance with the following:

(i) where such day (t) is the Start Date (where $t = 0$), one (1); and

(ii) for any day (t) after the Start Date, the amount determined by the Determination Agent for such day in accordance with either (A) or (B) below:

(A) if the Real Dividend_t in respect of such day (t) is not equal to the Target Dividend_t for such day (t), an amount calculated by the Determination Agent in accordance with the following formula:

$$DAP_t = \text{Max} \left[0, DAP_{t-1} \times \frac{PACP_t - TD_t}{PACP_t - RD_t} \right]$$

(B) if the Real Dividend_t in respect of such day (t) is equal to the Target Dividend_t for such day (t), an amount equal to DAP_{t-1} in respect of such day (t).

for which purpose:

"**DAP_t**" means DAP in respect of such day (t).

"**DAP_{t-1}**" means DAP_t in respect of the day immediately preceding such day (t).

"**PACP_t**" means the Pre-Adjustment Closing Price in respect of such day (t).

"**Real Dividend_t**" or "**RD_t**" means (i) in respect of each day (t) which is an Ex-Dividend Date, the Real Dividend for such day, or (ii) in respect of any other day, zero.

"**Target Dividend_t**" or "**TD_t**" means (i) in respect of each day which is a Scheduled Target Dividend Deduction Date, the Target Dividend for such day, or (ii) in respect of any other day, zero.

(v) where Target Dividend Payoff 7 is specified in the applicable Issue Terms and in respect of a relevant Share and each Target Dividend Observation Date (t), an amount calculated by the Determination Agent in accordance with the following:

(i) where such Target Dividend Observation Date (t) is the Start Date (where $t = 0$), one (1); and

(ii) for any Target Dividend Observation Date (t) after the Start Date, the amount determined by the Determination Agent for such Target Dividend Observation Date (t) in accordance with the following formula:

$$DAP_t = \text{Max} \left[0, DAP_{t-1} \times \frac{PACP_t}{PACP_t - RD_t} \right]$$

for which purpose:

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"**DAP_t**" means DAP_t in respect of such Target Dividend Observation Date (*t*).

"**DAP_{t-1}**" means DAP_t in respect of the Target Dividend Observation Date (*t*) immediately preceding such Target Dividend Observation Date (*t*).

"**PACP_t**" means the Pre-Adjustment Closing Price in respect of such Target Dividend Observation Date (*t*).

"**Real Dividend_t**" or "**RD_t**" means (i) in respect of each Target Dividend Observation Date (*t*) which is an Ex-Dividend Date, the Real Dividend for such day, or (ii) in respect of any other Target Dividend Observation Date, zero.

(vi) where Target Dividend Payoff 8 is specified in the applicable Issue Terms and in respect of a relevant Share and each Target Dividend Observation Date (*t*), an amount calculated by the Determination Agent in accordance with the following:

- (i) where such Target Dividend Observation Date (*t*) is the Start Date (where *t* = 0), one (1); and
- (ii) for any Target Dividend Observation Date (*t*) after the Start Date, the amount determined by the Determination Agent for such Target Dividend Observation Date (*t*) in accordance with the following formula:

$$DAP_t = \text{Max} \left[0, DAP_{t-1} \times \frac{CP_t + RD_t}{CP_t} \right]$$

for which purpose:

"**CP_t**" means the Share Price of the relevant Share in respect of such Target Dividend Observation Date (*t*).

"**DAP_t**" means DAP_t in respect of such Target Dividend Observation Date (*t*).

"**DAP_{t-1}**" means DAP_t in respect of the Target Dividend Observation Date (*t*) immediately preceding such Target Dividend Observation Date (*t*).

"**Real Dividend_t**" or "**RD_t**" means (i) in respect of each Target Dividend Observation Date (*t*) which is an Ex-Dividend Date, the Real Dividend for such Target Dividend Observation Date (*t*), or (ii) in respect of any other Target Dividend Observation Date, zero.

"**Dividend Period**" means, in respect of a Share, each period from (but excluding) a Dividend Period Start Date to (and including) a Dividend Period End Date, in each case, as specified for such Share in the applicable Issue Terms.

"**Dividend Screen Page**" means, in respect of a Share, the display page, other published source, information vendor or provider specified for such Share in the applicable Issue Terms (or any successor display page, other published source, information vendor or provider determined by the Determination Agent).

"**Ex-Dividend Date**" means, with respect to a Share and an Actual Dividend, the first date on which the Shares trade on the relevant Exchange without the right to receive such Actual Dividend, as specified for that Share on the relevant Dividend Screen Page, provided that where Target Dividend Payoff 3 or Target Dividend Payoff 4 is specified in the applicable Issue Terms and no Ex-Dividend Date has otherwise occurred in any Dividend Period, an Ex-Dividend Date shall be deemed to occur on the Dividend Period End Date for such Dividend Period (the "**Deemed Ex-Dividend Date**").

"**Pre-Adjustment Closing Price**" or "**PACP**" means, in respect of a Share and:

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- (i) where Target Dividend Payoff 3, Target Dividend Payoff 4, Target Dividend Payoff 5 or Target Dividend Payoff 6 is specified in the applicable Issue Terms, an Ex-Dividend Date in respect of such Share or a day (*t*), the Share Price of such Share on the first Scheduled Trading Day which is not a Disrupted Day immediately preceding such Ex-Dividend Date or such day (*t*), as applicable; and
- (ii) where Target Dividend Payoff 7 or Target Dividend Payoff 8 is specified in the applicable Issue Terms, a Target Dividend Observation Date (*t*), the Share Price of such Share on the first Target Dividend Observation Date immediately preceding such Target Dividend Observation Date (*t*).

"Fixing_(i)" means in respect of the Relevant Underlying_(i) (i) its Closing Value determined on the Start Date, (ii) a percentage of its Closing Value determined on the Start Date, or (iii) an amount specified as such in the applicable Issue Terms.

"Fixing_(i)" means the Closing Value of the Relevant Underlying_(i) on any Business Day_(i) between the Start Date (excluded) and the Determination Date (included).

"Gross Dividend_(i)" means in respect of an Relevant Underlying_(i), an amount per share of Relevant Underlying_(i) as declared by the issuer of Relevant Underlying and as specified on the relevant Dividend Screen Page, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an **"Applicable Authority"**), and shall exclude:

- (i) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the **"Credits"**); and
- (ii) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (i) above.

If the issuer of the Relevant Underlying_(i) does not declare a cash value of such dividend, an amount determined by the Calculation Agent on the basis of the closing price of the share comprising such stock dividend as published by the relevant primary exchange on the Ex-Dividend Date (the **"Stock Dividend Closing Price"**). If the Stock Dividend Closing Price is not available for any reason, the Gross Dividend_(i) shall be determined by the Determination Agent.

The applicable Issue Terms will specify whether extraordinary or special dividend are "Included" or "Excluded" for the purposes of the determination of the Gross Dividend.

"Initial Reference Value Determination Date" means the date specified as such in the applicable Issue Terms, or, if none is specified, the Strike Date for such Share.

"Scheduled Target Dividend Deduction Date" means, in respect of a Share and a Target Dividend, each date specified as such for such Share in the applicable Issue Terms.

"Share Price" means on any relevant day, subject as provided in Condition 9 (*Provisions relating to Equity-Linked Securities*), the Closing Value of the relevant Share quoted on the relevant Exchange as determined by the Determination Agent on such day.

"Start Date" means the date specified as such in the applicable Issue Terms, or, if none is specified, the Strike Date for such Share.

"Target Dividend" or "TD" means:

- (i) where Target Dividend Payoff 1 or Target Dividend Payoff 2 is specified in the applicable Issue Terms, in respect of a Share, the amount specified for such Share in the applicable Issue Terms; or
- (ii) where Target Dividend Payoff 3 or Target Dividend Payoff 6 is specified in the applicable Issue Terms, in respect of a Share and a Scheduled Target Dividend Deduction Date for such Share,

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the amount specified for such Share and such Scheduled Target Dividend Deduction Date in the applicable Issue Terms; or

- (iii) where Target Dividend Payoff 4 or Target Dividend Payoff 5 is specified in the applicable Issue Terms, (i) in respect of a Share and the first Ex-Dividend Date in any Dividend Period (regardless of whether such Ex-Dividend Date is a Deemed Ex-Dividend Date), the amount specified for such Share and such Dividend Period in the applicable Issue Terms, and (ii) otherwise, zero, or
- (iv) where Target Dividend Payoff 7 or Target Dividend Payoff 8 is specified in the applicable Issue Terms, (i) in respect of a Share, the amount specified for such Share and such Dividend Period in the applicable Issue Terms, and (ii) otherwise, zero

in each case, multiplied by the relevant Applicable Percentage.

"Target Dividend Observation Date" means, in respect of a Dividend Period and a Share, each Scheduled Trading Day in such Dividend Period provided that if "Target Dividend Observation Date subject to Valuation Date adjustment" is specified to be applicable in respect of such date in the applicable Issue Terms, then, for the purposes of the determination of the Share Price of the Share for such Scheduled Trading Day only, such date shall be subject to adjustment in accordance with Condition 9 (*Provisions relating to Equity-Linked Securities*) as if such day were a Valuation Date.

"t" means any Business Day between the Start Date (excluded) and the Determination Date (included).

"t-1" means the immediate Business Day preceding the Business Day_(t).

"X" means the number of calendar days between Business Day_(t) and Business Day_(t-1).

For the avoidance of doubt:

- (i) "Closing Value with Dividend Adjusted Performance" shall only be applicable in respect of Relevant Underlying(s) which are Shares;
- (ii) where the Initial Reference Value is determined using the "Closing Value with Dividend Adjusted Performance" then such value shall be determined on the Initial Reference Value Determination Date; and

the Relevant Underlying Value for the date (t) equal to 0 will be equal to Fixing (0).

Each of the Value Determination Terms set out at 1 to 6 above shall be referred to as a **"Basic Value Determination Term"**.

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Sub-Section II

Lookback Value Determination Terms

1. Max Lookback Value

If "**Max Lookback Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be the highest of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values, (v) the relevant Commodity Specified Prices or (vi) Closing Value with Dividend Adjusted Performances, observed on each Value Observation Date.

where:

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*); and

"**Value Observation Dates**" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Value Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Value Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Value Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

2. Min Lookback Value

If "**Min Lookback Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be the lowest of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values (v) the relevant Commodity Specified Prices, or (vi) Closing Value with Dividend Adjusted Performances observed on each Value Observation Date.

where:

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*); and

"**Value Observation Dates**" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Value Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is

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specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Value Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Value Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

3. Floored Max Lookback Value

If "**Floored Max Lookback Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be the greater of (A) the highest of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values, (v) the Commodity Specified Prices or (vi) Closing Value with Dividend Adjusted Performances, observed on each Value Observation Date and (B) the Floor Value.

where:

"**Floor Value**" means the value specified as such in the applicable Issue Terms;

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*); and

"**Value Observation Dates**" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Value Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Value Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Value Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

4. Floored Min Lookback Value

If "**Floored Max Lookback Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be the greater of (A) the lowest of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values (v) the Commodity Specified Prices, observed on each Value Observation Date or (vi) Closing Value with Dividend Adjusted Performances and (B) the Floor Value.

where:

"**Floor Value**" means the value specified as such in the applicable Issue Terms;

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"Spot Value", "Intraday Value", "Opening Value", "Closing Value", "Commodity Specified Price" and "Closing Value with Dividend Adjusted Performance" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*); and

"Value Observation Dates" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Value Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Value Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Value Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

5. Capped Max Lookback Value

If **"Capped Max Lookback Value"** is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be the lesser of (A) the highest of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values, (v) the Commodity Specified Prices or (vi) Closing Value with Dividend Adjusted Performances, observed on each Value Observation Date and (B) the Cap Value.

where:

"Cap Value" means the value specified as such in the applicable Issue Terms;

"Spot Value", "Intraday Value", "Opening Value", "Closing Value", "Commodity Specified Price" and "Closing Value with Dividend Adjusted Performance" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*); and

"Value Observation Dates" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Value Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Value Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Value Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

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6. Capped Min Lookback Value

If "**Capped Min Lookback Value**" is specified in the applicable Issue Terms or referred to in any other Value Determination Terms that are relevant to the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be the lesser of (A) lowest of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values, (v) the Commodity Specified Prices or (vi) Closing Value with Dividend Adjusted Performances, observed on each Value Observation Date and (B) the Cap Value.

where:

"**Cap Value**" means the value specified as such in the applicable Issue Terms;

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*); and

"**Value Observation Dates**" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Value Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Value Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Value Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

Sub-Section III

Average Value Determination Terms

1. Average Value

If "**Average Value**" is specified in the applicable Issue Terms, the Relevant Underlying Value will be equal to the arithmetic mean of, as specified in the applicable Issue Terms, (i) the Spot Values, (ii) the Intraday Values, (iii) the Opening Values, (iv) the Closing Values, (v) the Commodity Specified Prices or (vi) Closing Value with Dividend Adjusted Performance, of the Relevant Underlying on each of the Averaging Dates.

where:

"**Averaging Dates**" means the dates specified as such in the applicable Issue Terms, subject to adjustment in accordance with the Conditions; and

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*).

2. Individually Floored Average Value

If "Individually Floored Average Value" is specified in the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the arithmetic mean of the values for each Averaging Date equal to the greater of: (a) the Basic Value Determination Term applicable to the Relevant Underlying as of such Averaging Date; and (b) the Floor Value in respect of the Relevant Underlying as of such Averaging Date, and determined in accordance with the following formula:

- (a) if "**Spot Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Max} [\text{Floor Value}; \text{Spot Value}_i]$$

- (b) if "**Intraday Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Max} [\text{Floor Value}; \text{Intraday Value}_i]$$

- (c) if "**Opening Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Max} [\text{Floor Value}; \text{Opening Value}_i]$$

- (d) if "**Closing Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Max} [\text{Floor Value}; \text{Closing Value}_i]$$

- (e) if a "**Commodity Specified Price**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Commodity Specified Price}_i \right]$$

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- (f) if Closing Value with Dividend Adjusted Performance is specified in the applicable Final Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Max [Floor Value; Closing Value with Dividend Adjusted Performance}_i\text{]}$$

where:

"i" is a series of numbers from one to n, each representing an Averaging Date;

"n" means the number of Averaging Dates;

"**Averaging Dates**" means the dates specified as such in the applicable Issue Terms, subject to adjustment in accordance with the Conditions;

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**" and "**Commodity Specified Price**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*)

"**Spot Value**_i" means the Spot Value of the Relevant Underlying on the relevant Averaging Date;

"**Intraday Value**_i" means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

"**Opening Value**_i" means the Opening Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value**_i" means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value with Dividend Adjusted Performance**_i" means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

"**Commodity Specified Price**_i" means the Commodity Specified Price of the Relevant Underlying on the relevant Averaging Date; and

"**Floor Value**" means the value specified as such in the applicable Issue Terms.

3. Individually Capped Average Value

If "Individually Capped Average Value" is specified in the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the arithmetic mean of the values for each Averaging Date equal to the lower of: (a) the Basic Value Determination Term applicable to the Relevant Underlying as of such Averaging Date; and (b) the Cap Value in respect of such Relevant Underlying as of such Averaging Date and determined in accordance with the following formula:

- (a) if "**Spot Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Min [Cap Value; Spot Value}_i\text{]}$$

- (b) if "**Intraday Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Min [Cap Value; Intraday Value}_i\text{]}$$

- (c) if "**Opening Value**" is specified in the applicable Issue Terms:

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$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Min} [\text{Cap Value}; \text{Opening Value}_i]$$

- (d) if "**Closing Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Min} [\text{Cap Value}; \text{Closing Value}_i]$$

- (e) if a "**Commodity Specified Price**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Min} [\text{Cap Value}; \text{Commodity Specified Price}_i]$$

- (f) if Closing Value with Dividend Adjusted Performance is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \sum_{i=1}^n \frac{1}{n} \times \text{Min} [\text{Cap Value}; \text{Closing Value with Dividend Adjusted Performance}_i]$$

where:

"**i**" is a series of numbers from one to n, each representing an Averaging Date;

"**n**" means the number of Averaging Dates;

"**Averaging Dates**" means the dates specified as such in the applicable Issue Terms, subject to adjustment in accordance with the Conditions;

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*)

"**Spot Value**;" means the Spot Value of the Relevant Underlying on the relevant Averaging Date;

"**Intraday Value**;" means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

"**Opening Value**;" means the Opening Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value**;" means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value with Dividend Adjusted Performance**;" means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

"**Commodity Specified Price**;" means the Commodity Specified Price of the Relevant Underlying on the relevant Averaging Date; and

"**Cap Value**" means the value specified as such in the applicable Issue Terms.

4. Globally Floored Average Value

If "Globally Floored Average Value" is specified in the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the greater of: (a) arithmetic mean of the Basic Value Determination Term applicable to the Relevant Underlying as of each of the Averaging Dates; and (b) the Global Floor Value, and determined in accordance with the following formula:

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- (a) if "**Spot Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Max} \left[\text{Global Floor Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Spot Value}_i \right]$$

- (b) if "**Intraday Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Max} \left[\text{Global Floor Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Intraday Value}_i \right]$$

- (c) if "**Opening Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Max} \left[\text{Global Floor Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Opening Value}_i \right]$$

- (d) if "**Closing Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Max} \left[\text{Global Floor Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Closing Value}_i \right]$$

- (e) if a "**Commodity Specified Price**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Max} \left[\text{Global Floor Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Commodity Specified Price}_i \right]$$

- (f) if Closing Value with Dividend Adjusted Performance is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Max} \left[\text{Global Floor Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Closing Value with Dividend Adjusted Performance}_i \right]$$

where:

"i" is a series of numbers from one to n, each representing an Averaging Date;

"n" means the number of Averaging Dates;

"**Averaging Dates**" means the dates specified as such in the applicable Issue Terms, subject to adjustment in accordance with the Conditions;

"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*);

"**Spot Value_i**" means the Spot Value of the Relevant Underlying on the relevant Averaging Date;

"**Intraday Value_i**" means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

"**Opening Value_i**" means the Opening Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value_i**" means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value with Dividend Adjusted Performance_i**" means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

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"**Commodity Specified Price_i**" means the Commodity Specified Price of the Relevant Underlying on the relevant Averaging Date; and

"**Global Floor Value**" means the value specified as such in the applicable Issue Terms.

5. Globally Capped Average Value

If "Globally Capped Average Value" is specified in the applicable Issue Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the lower of: (a) the arithmetic mean of the Basic Value Determination Term applicable to the Relevant Underlying as of each of the Averaging Dates; and (b) the Global Cap Value, and determined in accordance with the following formula:

- (a) if "**Spot Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Spot Value}_i \right]$$

- (b) if "**Intraday Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Intraday Value}_i \right]$$

- (c) if "**Opening Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Opening Value}_i \right]$$

- (d) if "**Closing Value**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Closing Value}_i \right]$$

- (e) if a "**Commodity Specified Price**" is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Commodity Specified Price}_i \right]$$

- (f) if Closing Value with Dividend Adjusted Performance is specified in the applicable Issue Terms:

$$\text{Relevant Underlying Value} = \text{Min} \left[\text{Global Cap Value}; \sum_{i=1}^n \frac{1}{n} \times \text{Closing Value with Dividend Adjusted Performance}_i \right]$$

where:

"**i**" is a series of numbers from one to n, each representing an Averaging Date;

"**n**" means the number of Averaging Dates;

"**Averaging Dates**" means the dates specified as such in the applicable Issue Terms, subject to adjustment in accordance with the Conditions;

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"**Spot Value**", "**Intraday Value**", "**Opening Value**", "**Closing Value**", "**Commodity Specified Price**" and "**Closing Value with Dividend Adjusted Performance**" each has the meaning given to it in Sub-Section I above of this Section 4 (*Value Determination Terms*);

"**Spot Value_i**" means the Spot Value of the Relevant Underlying on the relevant Averaging Date;

"**Intraday Value_i**" means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

"**Opening Value_i**" means the Opening Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value_i**" means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

"**Closing Value with Dividend Adjusted Performance_i**" means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

"**Commodity Specified Price_i**" means the Commodity Specified Price of the Relevant Underlying on the relevant Averaging Date; and

"**Global Cap Value**" means the value specified as such in the applicable Issue Terms.

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Sub-Section IV

Strategy Price Value Determination Terms

1. Strategy Level

If the applicable Issue Terms specify "**Strategy Price**" to be applicable, the Strategy Level will be the value determined by the Determination Agent to be equal to:

- (i) if "**Strategy Calculation (Closing Value)**" is applicable as specified in the applicable Issue Terms, in accordance with the following formula:

$$\text{Strategy Level}(t) = \text{Strategy Level}(t-1) \times \left[\frac{\text{Closing Value}(t)}{\text{Closing Value}(t-1)} - \frac{[A - (B \times \text{Day Count})]}{365} \right]; \text{ or}$$

- (ii) if "**Strategy Calculation (Opening Value)**" is applicable as specified in the applicable Issue Terms, in accordance with the following formula:

$$\text{Strategy Level}(t) = \text{Strategy Level}(t-1) \times \left[\frac{\text{Opening Value}(t)}{\text{Opening Value}(t-1)} - \frac{[A - (B \times \text{Day Count})]}{365} \right]; \text{ or}$$

- (iii) if "**Strategy Calculation (Intraday Value)**" is applicable as specified in the applicable Issue Terms, in accordance with the following formula:

$$\text{Strategy Level}(t) = \text{Strategy Level}(t-1) \times \left[\frac{\text{Intraday Value}(t)}{\text{Intraday Value}(t-1)} - \frac{[A - (B \times \text{Day Count})]}{365} \right]$$

Where:

"**A**" means a number specified in the applicable Issue Terms.

"**B**" means a percentage specified in the applicable Issue Terms.

"**Closing Value**" means, in respect of the Relevant Underlying, the price of such Relevant Underlying (which, in respect of a Share for which "Closing Value (Italian Reference Price)" is specified to be applicable in the applicable Issue Terms, is the "*Prezzo di Riferimento*" (which term has the meaning ascribed thereto in the rules of the markets organised and managed by Borsa Italiana) of such Share on such day) on the relevant Exchange as of the Determination Time and "**Closing Value_(t)**" means the Closing Value of the Relevant Underlying on any relevant Observation Date_(t).

"**Day Count**" means the number of calendar days from, but excluding, Observation Date_(t-1) to, and including, Observation Date_(t).

"**Exchange**" has the meaning given to it in Condition 9.9 (*Definitions applicable to Equity-Linked Securities*).

"**Intraday Value**" means, in respect of the Relevant Underlying, the price of such Relevant Underlying on the relevant Exchange as of any time on the relevant date, and "**Intraday Value_(t)**" means the Intraday Value of the Relevant Underlying on any relevant Observation Date_(t).

"**Observation Date**" has the meaning given to it in Condition 9.9 (*Definitions applicable to Equity-Linked Securities*).

"**Opening Value**" means, in respect of the Relevant Underlying, the price of such Relevant Underlying on the relevant Exchange as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange and "**Opening Value_(t)**" means the Opening Value of the Relevant Underlying on any relevant Observation Date_(t).

"**Strike Date**" has the meaning given to it in Condition 2.1 (*Definitions*).

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"t" means any Business Day from, but excluding, the Strike Date to, and including, the Determination Date.

"~~t~~-1" means, in respect of any Business Day_(t), the Business Day immediately preceding such Business Day_(t).

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Section 5

PERFORMANCE DETERMINATION TERMS

Where the performance of the Relevant Underlying is to be determined for the purposes of determining any Interest Amount, any Early Redemption Amount or the Final Redemption Amount for the Linked Securities of any Series, the value of such performance will be determined applying the provisions of one or more of the paragraphs set out below in this Section 5 (*Performance Determination Terms*) (each, "**Performance Determination Terms**") as specified in the applicable Issue Terms.

For the purposes of such provisions:

"Final Redemption Barrier Value" shall have the meaning given to it in Part 2: Additional Terms and Conditions, Section 2 (*Interest and Redemption Terms*);

"Knock-in Value" shall have the meaning given to it in Part 2: Additional Terms and Conditions, Section 2 (*Interest and Redemption Terms*);

"Performance Determination Date" means, as applicable, the Interest Determination Date, Valuation Date, Automatic Early Redemption Determination, Determination Date, Lock In Observation Date, CMS Reference Rate Determination Date or any other date in these Additional Terms and Conditions as of which performance is to be determined, **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Performance Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Performance Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Performance Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

"Relevant Underlying Performance" of a Relevant Underlying shall be the "**Performance**" determined in accordance with this Section 5; and

"Specified Rate" shall have the meaning given to it in Part 1: General Terms and Conditions.

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Sub-Section I

Performance Determination Terms for Securities linked to a single Share, Index, ETF Interest, Commodity, Currency, Fund Interest, Inflation Index, Futures Contract or CMS Reference Rate

1. Basic Performance

If "**Basic Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right)$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right)$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the

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Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

2. Cliquet Performance

If "**Cliquet Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}}{\text{PIDD Reference Value}} - \text{Strike} \right)$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{PIDD Reference Value}} \right)$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms; and

"**PIDD Reference Value**" means the Relevant Underlying Value as of the Interest Determination Date immediately preceding the relevant Performance Determination Date, or, if there is no such Interest Determination Date, the Relevant Underlying Value as of the Strike Date, in each case as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms.

3. Capped Performance

If "**Capped Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right)$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right)$$

where:

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"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Cap**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

4. **Floored Performance**

If "**Floored Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Max} \left(\text{Floor}; \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right)$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Max} \left(\text{Floor}; \text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right)$$

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where:

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms;

"Floor" means the value specified as such in the applicable Issue Terms;

"Final Reference Value" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Applicable Initial Reference Value" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"Initial Reference Value" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

5. Capped & Floored Performance

If **"Capped & Floored Performance"** is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless **"Put Performance"** is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \text{Max} \left[\text{Floor}; \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right] \right)$$

- (b) If **"Put Performance"** is specified as being applicable, in accordance with the following formula:

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$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \text{Max} \left[\text{Floor}; \text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right] \right)$$

where:

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms;

"Cap" means the value specified as such in the applicable Issue Terms;

"Floor" means the value specified as such in the applicable Issue Terms;

"Final Reference Value" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Applicable Initial Reference Value" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"Initial Reference Value" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

6. Absolute Basic Performance

If **"Absolute Basic Performance"** is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless **"Put Performance"** is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of 1):

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$$\text{Performance} = \text{Performance Rate} \times \left| \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right|$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the result from 1):

$$\text{Performance} = \text{Performance Rate} \times \left| \text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right|$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

7. Absolute Capped Performance

If "**Absolute Capped Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

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- (a) Unless **"Put Performance"** is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of 1):

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left[\text{Cap}; \left| \left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) \right| \right]$$

- (b) If **"Put Performance"** is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant value from 1):

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left[\text{Cap}; \left| \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right) \right| \right]$$

where:

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms;

"Cap" means the value specified as such in the applicable Issue Terms;

"Final Reference Value" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Applicable Initial Reference Value" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"Initial Reference Value" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

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8. Absolute Floored Performance

If "**Absolute Floored Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of 1):

$$\text{Performance} = \text{Performance Rate} \times \text{Max} \left(\text{Floor}; \left| \left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) \right| \right)$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant value from 1):

$$\text{Performance} = \text{Performance Rate} \times \text{Max} \left(\text{Floor}; \left| \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right) \right| \right)$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Floor**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the

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Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

9. Absolute Capped & Floored Performance

If "**Absolute Capped & Floored Performance**" is specified in the applicable Issue Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

- (a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of 1):

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \text{Max} \left[\text{Floor}; \left| \left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) \right| \right] \right)$$

- (b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant value from 1):

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \text{Max} \left[\text{Floor}; \left| \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} \right) \right| \right] \right)$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Cap**" means the value specified as such in the applicable Issue Terms;

"**Floor**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days"

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is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date; and

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

10. OTM Performance (Single Underlying)

If "**OTM Performance (Single Underlying)**" is specified in the applicable Issue Terms or in these Additional Terms and Conditions as applying in respect of any Series of Securities, and where the Relevant Underlying is a Single Underlying, the Performance of the Relevant Underlying will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{OTM Rate} \right)$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

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"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent; and

"**OTM Rate**" means a percentage rate specified as such in the applicable Issue Terms.

11. Optimised Performance (Type 1)

If "**Optimised Performance (Type 1)**" is specified in the applicable Issue Terms or in these Additional Terms and Conditions as applying in respect of any Series of Securities, and where the Relevant Underlying is a Single Underlying, the Performance of the Relevant Underlying will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \frac{\text{Final Reference Value} - \text{Optimised Initial Reference Value}}{\text{Initial Reference Value}}$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Optimised Initial Reference Value**" means the value determined by the Determination Agent to be equal to, as specified in the applicable final terms, either (A) the lowest or (B) the highest of the Closing Values of the Relevant Underlying as of each of the Optimised Observation Dates; and

"**Optimised Observation Date**" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Optimised Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked

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Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Optimised Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Optimised Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

12. Optimised Performance (Type 2)

If "**Optimised Performance (Type 2)**" is specified in the applicable Issue Terms or in these Additional Terms and Conditions as applying in respect of any Series of Securities, and where the Relevant Underlying is a Single Underlying, the Performance of the Relevant Underlying will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \frac{\text{Final Reference Value} - \text{Optimised Initial Reference Value}}{\text{Optimised Initial Reference Value}}$$

where:

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Final Reference Value**" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value**" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

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"Optimised Initial Reference Value" means the value determined by the Determination Agent to be equal to, as specified in the applicable final terms, either (A) the lowest or (B) the highest of the Closing Values of the Relevant Underlying as of each of the Optimised Observation Dates; and

"Optimised Observation Date" means the dates specified as such in the applicable Issue Terms (and may also be expressed as being each Scheduled Trading Day within specified dates), **provided that**, in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Optimised Observation Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Optimised Observation Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Optimised Observation Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions.

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Sub-Section II

Performance Determination Terms for Securities linked to a Relevant Underlying which is a Basket

1. Selected Average Basic Performance

If "**Selected Average Basic Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left\{ \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right\}$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the

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Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

2. Selected Cliquet Average Performance

If **"Selected Cliquet Average Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left\{ \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{PIDD Reference Value}_i} - \text{Strike} \right) \right\}$$

where:

"i" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"n" means the number of Selected Basket Components in the Basket;

"Strike" means the value specified as such in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Final Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"PIDD Reference Value", for any Basket Component, means the Relevant Underlying Value for such Basket Component as of the Interest Determination Date immediately preceding the relevant Performance Determination Date, or, if there is no such Interest Determination Date, the Relevant Underlying Value as of the Strike Date, in each case as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being

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applicable in the applicable Issue Terms "**PIDD Reference Value_i**" means such value in respect of the relevant Selected Basket Component; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if "Selected Basket Component" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

3. Selected Average Individually Capped Performance

If "**Selected Average Individually Capped Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \text{Min} \left[\text{Cap}_i; \frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right] \right)$$

where:

"**i**" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"**n**" means the number of Basket Components in the Basket;

"**Cap_i**" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

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"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

4. Selected Average Individually Floored Performance

If **"Selected Average Individually Floored Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

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$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \text{Max} \left[\text{Floor}_i; \frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right] \right)$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Floor_i**" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

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"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

5. Selected Average Individually Capped & Floored Performance

If **"Selected Average Individually Capped & Floored Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \text{Performance Rate} \times \text{Min} \left(\text{Cap}_i; \text{Max} \left[\text{Floor}_i; \frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right] \right)$$

where:

"i" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"n" means the number of Selected Basket Components in the Basket;

"Cap_i" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"Floor_i" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Final Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and **"Applicable Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

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"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

6. Selected Average Global Capped Performance

If **"Selected Average Global Capped Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

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$$\text{Performance} = \text{Min} \left[\text{Cap}; \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right) \right]$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Cap**" means the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

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"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

7. Selected Average Global Floored Performance

If **"Selected Average Global Floored Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \text{Max} \left[\text{Floor}; \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right) \right]$$

where:

"i" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"n" means the number of Selected Basket Components in the Basket;

"Floor" means the value specified as such in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Final Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and **"Applicable Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value*

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Determination Terms) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if "**Selected Basket Component**" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

8. Selected Average Global Capped & Floored Performance

If "**Selected Average Global Capped & Floored Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \text{Min} \left[\text{Cap}; \text{Max} \left[\text{Floor}; \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right) \right] \right]$$

where:

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"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Cap**" means the value specified as such in the applicable Issue Terms;

"**Floor**" means the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value**;" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value**;" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value**;" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket

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Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and

- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if "**Selected Basket Component**" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

9. Selected Absolute Average Basic Performance

If "**Selected Absolute Average Basic Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value_i by the Applicable Initial Reference Value_i and the subsequent subtraction of 1):

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right)$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or

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each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

10. Selected Absolute Average Individually Capped Performance

If **"Selected Absolute Average Individually Capped Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value_i by the Applicable Initial Reference Value_i and the subsequent subtraction of 1):

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \text{Min} \left[\text{Cap}_i; \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right] \right)$$

where:

"i" is a series of numbers from one to n, each representing a Selected Basket Component;

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"**n**" means the number of Selected Basket Components in the Basket;

"**Cap_i**" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the

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order of the relevant Basket Components shall be as determined by the Determination Agent); and

- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,2...5" in the applicable Issue Terms, the Selected Basket Components will comprise the five Basket Components from and including Basket Component 1 to and including Basket Component 5),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if "Selected Basket Component" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

11. Selected Absolute Average Individually Floored Performance

If "**Selected Absolute Average Individually Floored Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value_i by the Applicable Initial Reference Value_i and the subsequent subtraction of 1):

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \text{Max} \left[\text{Floor}_i; \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right] \right)$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Floor_i**" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or

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each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components, and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

12. Selected Absolute Average Individually Capped & Floored Performance

If **"Selected Absolute Average Individually Capped & Floored Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value; by the Applicable Initial Reference Value_i and the subsequent subtraction of 1):

$$\sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \text{Min} \left[\text{Cap}_i; \text{Max} \left[\text{Floor}_i; \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right] \right] \right)$$

where:

"i" is a series of numbers from one to n, each representing a Selected Basket Component;

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"***n***" means the number of Selected Basket Components in the Basket;

"**Cap_{*i*}**" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"**Floor_{*i*}**" means, in respect of any Selected Basket Component, the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "**J = ...**" (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "**J=1,5...7**" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "**J**" is a number from 1 to **N** denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "**N**" is the total number of Basket Components and **provided that**, if "**Selected Basket Component**" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

13. Selected Absolute Average Global Capped Performance

If "**Selected Absolute Average Global Capped Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of

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the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value_{*i*} by the Applicable Initial Reference Value_{*i*} and the subsequent subtraction of 1):

$$\text{Performance} = \text{Min} \left[\text{Cap}; \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right) \right]$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Cap**" means the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

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"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

14. Selected Absolute Average Global Floored Performance

If **"Selected Absolute Average Global Floored Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value_i by the Applicable Initial Reference Value_i and the subsequent subtraction of 1):

$$\text{Performance} = \text{Max} \left[\text{Floor}; \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right) \right]$$

where:

"i" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"n" means the number of Selected Basket Components in the Basket;

"Floor" means the value specified as such in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Final Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and **"Applicable Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

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"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

15. Selected Absolute Average Global Capped & Floored Performance

If **"Selected Absolute Average Global Capped & Floored Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as

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an absolute value any negative value resulting from the division of the Final Reference Value_i by the Applicable Initial Reference Value_i and the subsequent subtraction of 1):

$$\text{Performance} = \text{Min} \left[\text{Cap}; \text{Max} \left[\text{Floor}; \sum_{i=1}^n \frac{1}{n} \left(\text{Performance Rate} \times \left| \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right) \right| \right) \right] \right]$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Cap**" means the value specified as such in the applicable Issue Terms;

"**Floor**" means the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

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"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

16. Best of – Weighted Average Performance

If **"Best of –Weighted Average Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n W_i \times \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right)$$

where:

"i" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"n" means the number of Selected Basket Components in the Basket;

"W_i" or **"Relevant Weighting"** means, for any Selected Basket Component, the value specified as the Weighting for such Selected Basket Component in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Final Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and **"Applicable Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

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"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,2...5" in the applicable Issue Terms, the Selected Basket Components will comprise the five Basket Components from and including Basket Component 1 to and including Basket Component 5),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

17. Worst of – Weighted Average Performance

If **"Worst of – Weighted Average Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

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$$\sum_{i=1}^n W_i \times \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right)$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"*W_i*" or "**Relevant Weighting**" means, for any Selected Basket Component, the value specified as the Weighting for such Selected Basket Component in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Strike**" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

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"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *lowest* such value (Basket Component 1) and ending with the Basket Component with the *highest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,2...5" in the applicable Issue Terms, the Selected Basket Components will comprise the five Basket Components from and including Basket Component 1 to and including Basket Component 5),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

18. Selection of – Non-Equally Weighted Average Performance

If **"Selection of – Non Equally Weighted Average Performance"** is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\sum_{i=1}^n W_i \times \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right)$$

where:

"i" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"n" means the number of Selected Basket Components in the Basket;

"W_i" or **"Relevant Weighting"** means, for any Selected Basket Component, the value specified as the Weighting for such Selected Basket Component in the applicable Issue Terms;

"Performance Rate" means the percentage rate specified as such in the applicable Issue Terms;

"Strike" means the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and **"Final Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and **"Applicable Initial Reference Value_i"** means such value in respect of the relevant Selected Basket Component;

"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value

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in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value**;" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if "**Selected Basket Component**" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

19. Selected Equally Weighted Average OTM Performance

If "**Selected Average OTM Performance**" is specified in the applicable Issue Terms or in these Additional Terms and Conditions as applying in respect of any Series of Securities, and where the Relevant Underlying is a Basket, the Performance of the Relevant Underlying will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

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$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} \times \left\{ \text{Performance Rate} \times \frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} \right\} - \text{OTM Rate}_i$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.;

"**OTM Rate**" means the percentage rate specified as such in the applicable Issue Terms and "**OTM Rate_i**" means such percentage rate in respect of the relevant Selected Basket Component; and

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

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- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if "**Selected Basket Component**" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

20. Selected Non-Equally Weighted Average OTM Performance

If "**Selected Average Lock In Performance**" is specified in the applicable Issue Terms or in these Additional Terms and Conditions as applying in respect of any Series of Securities, the Performance of the Relevant Underlying will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n W_i \times \text{Performance Rate} \times \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} \right) - \text{OTM Rate}_i$$

where:

"*i*" is a series of numbers from one to *n*, each representing a Selected Basket Component;

"*n*" means the number of Selected Basket Components in the Basket;

"*W_i*" or "**Relevant Weighting**" means, for any Selected Basket Component, the value specified as the Weighting for such Selected Basket Component in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_i**" means such value in respect of the relevant Selected Basket Component;

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"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.;

"OTM Rate" means the percentage rate specified as such in the applicable Issue Terms and **"OTM Rate_i"** means such percentage rate in respect of the relevant Selected Basket Component; and

"Selected Basket Component" means the Basket Components determined by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,5...7" in the applicable Issue Terms, the Selected Basket Components will comprise the four Basket Components numbered 1, 5, 6 and 7),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and "N" is the total number of Basket Components and **provided that**, if **"Selected Basket Component"** is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components.

21. Selected Average Top Rank Performance

If **"Selected Average Top Rank Performance"** is specified in the applicable Issue Terms or in these Additional Terms and Conditions as applying in respect of any Series of Securities, the Performance of the Relevant Underlying will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \left(\frac{n}{N} \times \text{Default Performance} \right) + \frac{1}{N} \times \sum_{i=1}^{N-n} \left(\frac{\text{Final Reference Value}_i}{\text{Applicable Initial Reference Value}_i} - \text{Strike} \right)$$

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where:

"***n***" means, number of Default Performance underlyings as specified as such in the applicable Issue Terms;

"***i***" is a series of numbers from one to (N-***n***), each representing a Selected Basket Component;

"(N-***n***)" means the number of Selected Basket Components in the Basket;

"N" means the total number of Basket Components in the Basket;

"**Default Performance**" means the value specified as such in the applicable Issue Terms;

"**Performance Rate**" means the percentage rate specified as such in the applicable Issue Terms;

"**Final Reference Value**", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Final Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Applicable Initial Reference Value**", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and "**Applicable Initial Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value**", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms and "**Initial Reference Value_{*i*}**" means such value in respect of the relevant Selected Basket Component;

"**Initial Reference Value Determination Date(s)**" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"**Specified Percentage**" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.;

"**Selected Basket Component**" means the Basket Components determined by the Determination Agent as follows:

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- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *lowest* such value (Basket Component 1) and ending with the Basket Component with the *highest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Issue Terms in the format "J = ..." (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1,2...5" in the applicable Issue Terms, the Selected Basket Components will comprise the five Basket Components from and including Basket Component 1 to and including Basket Component 5),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in (a) and selected as described in (b) above and **provided that**, if "**Selected Basket Component**" is specified in the applicable Issue Terms as being not applicable, then all Basket Components are deemed to be Selected Basket Components; and

"**Strike**" mean the value specified as such in the applicable Issue Terms, **provided that** if no such value is specified, the Strike will be 1.

22. Basket Barrier Performance

If "**Basket Barrier Performance**" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date accordance with the following formula:

$$\text{Performance} = \sum_{i=1}^n \frac{1}{n} [\text{Applicable Performance}_i]$$

where:

"**i**" is a series of numbers from one to n, each representing a Basket Component;

"**n**" means the number of Basket Components in the Basket;

"**Applicable Performance_i**" means, in respect of each Basket Component, an amount determined by the Determination Agent in respect of such Basket Component in accordance with the following formula:

- (i) if the Determination Agent determines that the Knock-in Value of such Basket Component at any time during the Final Redemption Barrier Observation Period is (i) greater than, (ii) greater than or equal, (iii) equal to, (iv) less than, or (v) less than or equal to the Final Redemption Barrier Value:

$$\text{Calculation Amount} \times \left[\left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value}} - \text{Strike} \right) \right];$$

- (ii) if (i) does not apply:

$$(\text{Calculation Amount} \times \text{Rebate Percentage})$$

where:

"**Applicable Initial Reference Value**" means a value equal to the product of the Initial Reference Value and the Specified Percentage;

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"Final Reference Value" means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value" means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), provided that, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply mutatis mutandis as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Rebate Percentage" means the percentage rate specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Rebate Percentage shall be equal to 100 per cent.;

"Specified Percentage" means the percentage rate specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Strike" means the value specified as such in the applicable Issue Terms.

23. Best of – Worst of Capped Performance

If **"Best of – Worst of Capped Performance"** is specified in the applicable Issue Terms as applying in respect of any Series of Securities, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\text{Performance} = \text{Max} \left[\text{Floor}, \frac{1}{n} \times \sum_{i=1}^n \text{Applicable Performance}_i \right]$$

where:

"i" is a series of numbers from one to *n*, each representing a Basket Component;

"n" means the total number of Basket Components in the Basket;

"Floor" means the percentage or value specified as such in the applicable Issue Terms;

"Applicable Performance_i" means, in respect of a Basket Component_i;

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- (a) where such Basket Component is a Best of Selected Basket Component in respect of the relevant Performance Determination Date, the Rebate; or
- (b) where such Basket Component is a Worst of Selected Basket Component in respect of the relevant Performance Determination Date:

$$\text{Min} \left(\text{Cap}, \frac{\text{Final Reference Value} - \text{Applicable Initial Reference Value}}{\text{Applicable Initial Reference Value}} \right);$$

"Best of Selected Basket Component" means the Basket Components determined in respect of a Performance Determination Date by the Determination Agent as follows:

- (a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and
- (b) by selecting the numbered Basket Components from (and including) the Basket Component numbered 1 to (and including) the Basket Component numbered "K" (so that, for example, where there are 20 Basket Components and "K=9" in the applicable Issue Terms, the Best of Selected Basket Components will comprise the nine Basket Components from and including Basket Component 1 to and including Basket Component 9);

"Rebate" means the percentage rate specified as such in the applicable Issue Terms;

"K" means the number specified as such in the applicable Issue Terms;

"Worst of Selected Basket Component" means, in respect of a Performance Determination Date, each Basket Component which is not a Best of Selected Basket Component in respect of such Performance Determination Date;

"Cap" means the percentage rate specified as such in the applicable Issue Terms;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage;

"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (*Value Determination Terms*) as are specified as being applicable in the applicable Issue Terms;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), **provided that**, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of

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Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.

24. Palladium Performance (Dispersion of Performance)

The "Palladium Performance (Dispersion of Performance)" is a measure of dispersion of performance within a Basket, that is, the extent to which the individual returns of the Basket Components diverge from the equally-weighted average return of the Basket. The Palladium Performance increases in value when the individual Basket Components exhibit a wide spread of returns relative to one another, regardless of whether the overall Basket has moved up or down. Palladium Performance will be high when some Basket Components significantly outperform and others significantly underperform the basket average (high dispersion) and low when the Basket Components move closely together (low dispersion).

If "Palladium Performance (Dispersion of Performance)" is specified in the applicable Issue Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value_{*i*} by the Applicable Initial Reference Value_{*i*} and the subsequent subtraction):

$$\text{Max} \left[0\% ; \frac{1}{N} \times \sum_{i=1}^N \left| \frac{\text{Final Reference Value } i}{\text{Applicable Initial Reference Value } i} - \frac{1}{N} \times \sum_{i=1}^N \frac{\text{Final Reference Value } i}{\text{Applicable Initial Reference Value } i} \right| - \text{Strike} \right]$$

where:

"Applicable Initial Reference Value", for any Basket Component, means a value equal to the product of the Initial Reference Value and the Specified Percentage and **"Applicable Initial Reference Value_{*i*}"** means such value in respect of the relevant Basket Component;

"Final Reference Value", for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 4 (Value Determination Terms) as are specified as being applicable in the applicable Issue Terms;

"i" is a series of numbers from one to N, each representing a Basket Component;

"Initial Reference Value Determination Date(s)" means the date(s) specified as such in the applicable Issue Terms (which may include, without limitation, the Determination Date, each Averaging Date or each Observation Date), provided that, (I) in the case of Equity-Linked Securities, Fund-Linked Securities and Futures Contract-Linked Securities (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Initial Reference Value Determination Date shall (A) in the case of Equity-Linked Securities or Futures Contract-Linked Securities, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Securities, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Issue Terms, the next succeeding Common Fund Business

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Day, and (ii) if any Initial Reference Value Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Initial Reference Value Determination Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions, and (II) if no such date is specified in the applicable Issue Terms, the Initial Reference Value Determination Date shall be the Strike Date;

"Initial Reference Value", for any Basket Component, means, as specified in the applicable Issue Terms, either the value specified as such in the applicable Issue Terms or the Relevant Underlying Value in respect of such Basket Component as of the Initial Reference Value Determination Date(s) as determined by the Determination Agent in accordance with such provisions of Section 4 (Value Determination Terms) as are specified as being applicable in the applicable Issue Terms and **"Initial Reference Value;"** means such value in respect of the relevant Basket Component;

"N" means the total number of Basket Components in the Basket;

"Performance Determination Date" means the date specified as such in the applicable Issue Terms or, if none is so specified, the Determination Date;

"Specified Percentage" means the percentage specified as such in the applicable Issue Terms provided that if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.; and

"Strike" means the value specified as such in the applicable Issue Terms, provided that if no such value is specified, the Strike will be 1.

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Section 6

COMMODITY REFERENCE PRICE

Subject to the Terms and Conditions of the Securities, for the purposes of determining the Relevant Underlying Value for a Commodity or a Commodity Index:

1. Gold

- (a) **"GOLD-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Gold fixing price per troy ounce of Gold for delivery in London through a member of the LBMS authorized to effect such delivery, stated in U.S. Dollars, as calculated by the London Gold Market, as determined by the Determination Agent by reference to such publication (or such other origin of reference) containing or reporting such Commodity Specified Price (or prices from which such Commodity Specified Price is calculated) as the Determination Agent selects.

Delivery Date: Pricing Date

Commodity Specified Price: Afternoon Fixing

2. Copper

- (a) **"COPPER-LME CASH"** means that the price for a Pricing Date will be that day's Commodity Specified Price per tonne of Copper Grade A on the LME for the applicable Delivery Date, stated in U.S. Dollars, as determined by the LME, as determined by the Determination Agent by reference to such publication (or such other origin of reference) containing or reporting such Commodity Specified Price (or prices from which such Commodity Specified Price is calculated) as the Determination Agent selects.

Delivery Date: Pricing Date

Commodity Specified Price: Official Cash Offer Price

3. Wheat

- (a) **"WHEAT-CBOT"** means that the price for a Pricing Date will be that day's Commodity Specified Price per bushel of deliverable grade wheat on the CBOT of the Futures Contract for the Delivery Date, stated in U.S. cents, as made public by the CBOT on that Pricing Date, as determined by the Determination Agent by reference to such publication (or such other origin of reference) containing or reporting such Commodity Specified Price (or prices from which such Commodity Specified Price is calculated) as the Determination Agent selects.

Delivery Date: First Nearby Month Futures Contract; provided that any Pricing Date after the date of the Last Trade of the Options Contract (if there is more than one Options Contract, then the Options Contract with the latest date) pertaining to the First Nearby Month (the **"Last Trading Day"**), shall look to the Second Nearby Month Futures Contract, as determined by the Determination Agent.

Commodity Specified Price: Official Settlement Price

"First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date.

4. Oil-Brent

- (a) **"OIL-BRENT-ICE-A"** means the Commodity Specified Price per barrel of Brent blend crude oil on the ICE Futures for the Delivery Date, stated in U.S. Dollars, as made public by the ICE Futures, as adjusted by the Determination Agent to ensure that such price fairly represents the value of the Underlying Commodity at such relevant time. This can include, but is not limited to, reference to the First Alternative Commodity Reference Price.

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Delivery Date: First Nearby Month.

Commodity Specified Price: Official Settlement Price.

"First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date.

"First Alternative Commodity Reference Price" means ICE Brent NX (New Expiry) Crude Futures and Options Contracts.

- (b) **"OIL-BRENT-ICE-B"** means the Commodity Specified Price per barrel of Brent blend crude oil on ICE Futures for the Delivery Date, stated in U.S. Dollars, as made public by the ICE Futures. On 7 November 2011, Intercontinental Exchange, Inc. announced that ICE Futures Europe will introduce new ICE Brent NX (New Expiry) Crude Futures and Options contracts ("**Ice Brent NX**"), to be available for trading with a first trade date of 5 December 2011. During any period in which existing ICE Brent Futures and Options are still being used, the Determination Agent may, in its reasonable discretion, determine that the Securities will instead be linked to ICE Brent NX. The Determination Agent may make such adjustments as it determines to be necessary to ensure that the price of the Underlying Commodity is comparable to the Commodity Price prior to payments on the Securities being based upon ICE Brent NX and fairly represents the value of the Underlying Commodity.

Delivery Date: First Nearby Month

Commodity Specified Price: Official Settlement Price

"First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date.

- (c) **"OIL-BRENT-ICE-C"** The Commodity Specified Price per barrel of Brent blend crude oil on the ICE Futures of the most commonly used Futures Contract for the Delivery Date (currently Bloomberg Code "CO1 Comdty"), stated in U.S. Dollars, as made public by the ICE Futures or any successor.

Delivery Date: First Nearby Month.

Commodity Specified Price: Official Settlement Price.

"First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date.

5. Oil - WTI

- (a) **"WTI (OIL-WTI-NYMEX)"** means the Commodity Specified Price per barrel of West Texas Intermediate light sweet crude oil on the NYMEX for the Futures Contract on the Delivery Date, stated in U.S. Dollars, as made public by the NYMEX.

Delivery Date: First Nearby Month

Commodity Specified Price: Official Settlement Price

"First Nearby Month" means the month of expiration of the first Futures Contract to expire following that Pricing Date.

6. DJ-UBS Commodity Indices

- (a) **"DJ-UBS CI"** means that the price for a Pricing Date will be that day's Specified Price for the Dow Jones – UBS Commodity Index, stated in U.S. Dollars, published by Dow Jones & Company, Inc. or its successor, UBS AG or its successor, and UBS Securities LLC or its successor, as determined by the Determination Agent by reference to such publication (or such other origin of reference) containing or

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reporting such Specified Price (or prices from which such Specified Price is calculated) as the Determination Agent selects.

Delivery Date: Not Applicable

Commodity Specified Price: Official Settlement Price

PART 3: SUPPLEMENTARY PROVISIONS FOR BELGIAN SECURITIES

If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms, the terms and conditions set out in this section "*Supplementary Provisions for Belgian Securities*" (the "**Belgian Supplemental Conditions**") shall apply. In the event of any inconsistency between these Belgian Supplemental Conditions and the General Conditions and/or the Additional Conditions, these Belgian Supplemental Conditions shall prevail for the purposes of the Securities. Capitalised terms not defined herein shall have the meanings given to them in the Terms and Conditions of the Securities, unless specified otherwise.

1. Amendments in respect of early redemption amounts

- 1.1 Following the occurrence of an Early Redemption Event which is a Force Majeure Event, any provisions within the relevant Conditions relating to the amount to be paid by the Issuer on such early redemption shall be deemed to be deleted and replaced with the following:

"Upon redemption, the Issuer shall, if and to the extent permitted by applicable law and regulation, pay in respect of each Security an amount equal to the fair market value of such Security on such date as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion."

- 1.2 Following the occurrence of an Early Redemption Event which is not a Force Majeure Event:

- (a) if Minimum Redemption Amount is specified as not applicable in the Issue Terms, any provisions within the relevant Conditions relating to the amount to be paid by the Issuer on such early redemption shall be deemed to be deleted and replaced with the following:

"Upon redemption, the Issuer shall pay in respect of each Security an amount equal to the sum of (i) the fair market value of such Security on such date as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security) as calculated by the Determination Agent in its reasonable discretion, and (ii) the Issuer Costs Reimbursement Amount of such Security."; or

- (b) if Minimum Redemption Amount is specified as applicable in the Issue Terms, any provisions within the relevant Conditions relating to the notice that must be provided by the Issuer to the Securityholders in respect of such event, the timing of any early redemption, and the amount to be paid by the Issuer on such early redemption shall be deemed to be deleted and replaced with the following:

"The Issuer shall give notice (the "**Put Monetisation Notice**") as soon as reasonably practicable to the Securityholders stating that the Securities shall be redeemed on the Maturity Date and that the Issuer will pay in respect of each Security an amount equal to the Early Redemption Amount (Monetisation) on the Maturity Date, unless the Securityholder exercises its option to redeem some or all of the Securities on the Early Redemption Date (Put) at the relevant Early Redemption Amount (Put) by delivering an Early Redemption (Put) Option Notice, provided that such Early Redemption (Put) Option Notice is delivered by the Early Redemption (Put) Option Cut-Off Date. The Put Monetisation Notice shall state (i) brief details of the Early Redemption Event, (ii) the value of the Early Redemption Amount (Monetisation) and the Early Redemption Amount (Put) and (iii) a description of the procedure for a Securityholder to exercise its option (including the form of Early Redemption (Put) Option Notice), the Early Redemption (Put) Option Cut-Off Date and the manner in which payment will be made.

If the Issuer has given a Put Monetisation Notice, the holder of a Security may exercise its option to receive payment of the Early Redemption Amount (Put) on the Early Redemption Date (Put) in respect of some or all of the Securities.

In order to exercise its option, the holder of a Security (other than an Uncertificated Security) must before the relevant Early Redemption (Put) Option Cut-Off Date deposit the Security

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Certificate with a Paying Agent, and a duly completed Early Redemption (Put) Option Notice. The Paying Agent with which a Security Certificate is so deposited shall deliver a duly completed Early Redemption (Put) Option Receipt to the depositing Securityholder. No Security Certificate, once deposited with a duly completed Early Redemption (Put) Option Notice, may be withdrawn; **provided, however, that** if, prior to the relevant Early Redemption Date (Put), any such Security becomes immediately due and payable or, upon due presentation of any such Security on the relevant Early Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Securityholder at such address as may have been given by such Securityholder in the relevant Early Redemption (Put) Option Notice and shall hold such Security Certificate at its Specified Office for collection by the depositing Securityholder against surrender of the relevant Early Redemption (Put) Option Receipt.

In order to exercise its option, the holder of an Uncertificated Security must before the relevant Early Redemption (Put) Option Cut-Off Date deposit with the Euroclear Registrar a duly completed Early Redemption (Put) Option Notice. The Euroclear Registrar with which an Early Redemption (Put) Option Notice is so deposited shall deliver a duly completed Early Redemption (Put) Option Receipt to the depositing Securityholder. Once deposited a duly completed Early Redemption (Put) Option Notice may not be withdrawn; **provided, however, that** if, prior to the relevant Early Redemption Date (Put), the related Security becomes immediately due and payable or, upon the relevant Early Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the Euroclear Registrar shall mail notification thereof to the depositing Securityholder at such address as may have been given by such Securityholder in the relevant Early Redemption (Put) Option Notice and the relevant depositing Securityholder and not the Euroclear Registrar shall be deemed to be the holder of such Security for all purposes in such case.

In relation to any Security in respect of which the Securityholder does not deliver an Early Redemption (Put) Option Notice to the Paying Agent or Euroclear Registrar, as applicable, by the Early Redemption (Put) Option Cut-Off Date, the Issuer shall on the Maturity Date pay the Early Redemption Amount (Monetisation) to the Securityholder. In relation to any Security in respect of which the Securityholder does deliver an Early Redemption (Put) Option Notice to the Paying Agent or Euroclear Registrar, as applicable, by the Early Redemption (Put) Option Cut-Off Date, the Issuer shall on the Early Redemption Date (Put) pay the Early Redemption Amount (Put) to the Securityholder.

The Issuer's obligations under the Securities shall be satisfied in full upon payment of such amounts.

The Securityholders will not be charged any costs by or on behalf of the Issuer solely in respect of the early redemption of the Securities."

1.3 The following definitions shall apply to this paragraph 1:

"Early Redemption Amount (Monetisation)" means, in respect of each Security, the amount determined by the Determination Agent in its reasonable discretion in accordance with the following formula:

$$\text{Minimum Redemption Amount} + (\text{Derivative Value} + \text{ICRA}) \times (1 + r)^n$$

where:

"Derivative Component" means, in respect of a Security, the option component or embedded derivative(s) in respect of the Security which provides exposure to the Relevant Underlying, the terms of which are fixed on the Trade Date of the Securities (as determined by the Determination Agent) in order to enable the Issuer to issue such Security at the relevant price and on the relevant terms;

"Derivative Value" means, in respect of a Security, the greater of zero and the value (if any) of the Derivative Component in respect of such Security (for the avoidance of doubt, taking into

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account any accrued unpaid interest), as calculated by the Determination Agent on the date the Issuer gives the Put Monetisation Notice by reference to such factor(s) as it determines appropriate at the relevant time and which may include the following, without limitation:

- (a) any relevant quotations or other relevant market data in the relevant market(s) which may include relevant rates, prices, yields, yield curves, volatilities, spreads, correlations and any options or other derivative pricing model; and
- (b) information of the type described in (a) above from internal sources of the Issuer or any of its affiliates if that information is of a type used by the Issuer in its regular course of business for the valuation of similar derivatives;

"ICRA" means the Issuer Costs Reimbursement Amount;

"**Minimum Redemption Amount**" means, in respect of each Security, the amount equal to the minimum level of the Final Redemption Amount of such Security payable on the Maturity Date;

"n" means the remaining term of the Securities expressed in years (or fractions thereof), calculated from (but excluding) the date the Issuer gives the Put Monetisation Notice to (and including) the Maturity Date, as determined by the Determination Agent in its reasonable discretion; and

"r" means the annualised interest rate that the Issuer (or, in the case of any Securities guaranteed by the Guarantor, the Guarantor) offers on the date that the Issuer gives the Put Monetisation Notice for a debt security with a maturity date that is the Maturity Date of the Securities, taking into account the credit risk of the Issuer (and, if applicable, the Guarantor), as determined by the Determination Agent in its reasonable discretion;

"**Early Redemption Amount (Put)**" means, in respect of each Security, an amount equal to the sum of (i) the fair market value of such Security, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security), as calculated by the Determination Agent in its reasonable discretion and (ii) the Issuer Costs Reimbursement Amount of such Security;

"**Early Redemption Date (Put)**" means the date specified as such in Put Monetisation Notice;

"**Early Redemption Event**" means, in respect of a Series of Securities, the occurrence of an event permitting the Issuer to redeem the Securities in accordance with Condition 6.20 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*), Condition 6.21 (*CMS Reference Rate – Effect of Index Cessation Event*), Condition 9.2(d) (*Redemption for Index Adjustment Event*), Condition 9.4(a)(iv) (*Merger Event or Tender Offer*), Condition 9.4(b)(v) (*Nationalisation, Insolvency and Delisting*), Condition 9.5(d) (*Extraordinary ETF Events*), Condition 9.6(c) (*Additional Disruption Events*), Condition 9.7(c) (*Partial Lookthrough Depositary Receipt Provisions*), Condition 9.8(c) (*Full Lookthrough Depositary Receipt Provisions*), Condition 10.4(c) (*Administrator/Benchmark Events*), Condition 10.6(c) (*Commodity Index Disruption Events*), Condition 10.7(d) (*Redemption for Commodity Index Adjustment Event*), Condition 10.8(c) (*Additional Disruption Events*), Condition 11.5(a)(iii) (*Administrator/Benchmark Events*), Condition 11.6(c) (*Additional Disruption Events*), Condition 12.2(e) (*Cessation of Publication*), Condition 12.8(c) (*Additional Disruption Events*), Condition 13.4(b)(i) (*Fund Events*), Condition 14.2 (*Early Redemption for Taxation Reasons*), Condition 14.4 (*Early Redemption in respect of Preference Share-Linked Securities*), Condition 14.5 (*Extraordinary Events*), Condition 14.6 (*Additional Disruption Events*), Condition 15.4(b) (*Redemption*), Condition 15.6(c) (*Additional Disruption Events: Additional Disruption Events*), Condition 16.2 (*Tax Redemption – Morgan Stanley and MSFL Securities*), Condition 16.3 (*Tax Redemption – MSI plc, MSBV and MSESE Securities*), Condition 23.2 (*Illegality and Regulatory Event*) or Condition 34.2(b) (*Inconvertibility Events*);

"**Early Redemption (Put) Option Cut-Off Date**" means the date specified as such in the Put Monetisation Notice;

"**Early Redemption (Put) Option Notice**" means a notice which must be delivered to a Paying Agent by any Securityholder wanting to exercise a right to redeem a Security at the option of the Securityholder;

"Early Redemption (Put) Option Receipt" means: (i) a receipt issued by a Paying Agent to a depositing Securityholder upon deposit of a Security Certificate with such Paying Agent; or (ii) by the Euroclear Registrar to a depositing Securityholder upon deposit of an Early Redemption (Put) Option Notice, by any Securityholder wanting to exercise a right to redeem a Security at the option of the Securityholder;

"Force Majeure Event" means any event or circumstance which definitively prevents the performance of the Issuer's (or the Determination Agent's) obligations under the Securities and for which the Issuer (or the Determination Agent) is not accountable including, without limitation, any unavailability of communications system, failure of or interruptions in power supply or network computer systems, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war or illegality;

"Issuer Costs Reimbursement Amount" means, in respect of each Security, an amount equal to the product of:

- (a) the total costs of the Issuer (including, without limitation, structuring costs) paid by the original Securityholder as part of the Issue Price of the Security, as determined by the Determination Agent in its reasonable discretion; and
- (b) the quotient of:
 - (i) the number of calendar days falling in the period commencing on, but excluding, the date on which the Issuer gives the relevant notice to be given by the Issuer pursuant to paragraphs 1.2(a) or 1.2(b) (*Following the occurrence of an Early Redemption Event which is not a Force Majeure Event*) and ending on, and including the Maturity Date of the Securities; and
 - (ii) the number of calendar days falling in the period commencing on, but excluding, the Issue Date of the Securities and ending on, and including, the Maturity Date of the Securities.

2. Amendments in respect of "Additional Disruption Events"

- 2.1 The definitions of "Additional Disruption Event" set out in Condition 9.6 (*Additional Disruption Events*), Condition 10.8 (*Additional Disruption Events*), Condition 11.6 (*Additional Disruption Events*), Condition 12.9 (*Definitions Applicable to Inflation-Linked Securities*) and Condition 15.6 (*Additional Disruption Events*) shall each be deemed to be deleted and replaced by the following:

"Additional Disruption Event" means, with respect to a Series of Securities, if specified as an Additional Disruption Event in the relevant Issue Terms, a Change in Law."

- 2.2 The definition of "Disruption Event" for the purposes of Condition 13.6 (*Definitions applicable to Fund-Linked Securities*) shall be deemed to be deleted and replaced by the following:

"Disruption Event" means any of the following events as determined by the Determination Agent:

- (a) in respect of any Fund Interest, the failure of (i) a Scheduled Fund Valuation Date to be a Fund Valuation Date or any continued postponement or suspension of such Fund Valuation Date; and/or (ii) there to be a Fund Reporting Date and/or Reported Net Asset Value relating to the relevant Fund Valuation Date;
- (b) in respect of any Fund Interest (i) there is a failure by the Fund to pay the full amount (whether expressed as a percentage or otherwise) of the Redemption Proceeds in the Fund Interest Currency with respect to the relevant amount of such Fund Interest scheduled to have been paid on or by such day according to the Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of such Fund Interests) or (ii) a Hypothetical Investor which had submitted a valid redemption notice in respect of such Fund Interest (in the case of a Single Fund Note) or each Fund Interest comprised in the Basket of Funds (in the case of a Fund Basket Note) on the last date permitted pursuant to the relevant Fund Documents would, in the reasonable opinion of the Determination Agent, not have received in full the Redemption Proceeds in respect of such redemption(s) on

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or before the date which is three Business Days prior to a related scheduled date for payment under the Securities; and/or

- (c) any closure other than for ordinary public holidays and/or any restriction or suspension in trading of foreign exchange markets or money markets in a relevant Fund Interest Currency or Specified Currency that, in the opinion of the Determination Agent, would have a material effect on the ability market participants to effect transactions in such markets,

provided that if any event would otherwise be both a Disruption Event and Fund Event, such event shall be treated solely as a Fund Event."

- 2.3 The definition of "Additional Disruption Events" set out in Condition 14.8 (*Definitions applicable to Preference Share-Linked Securities*) shall be deemed to be deleted and replaced by the following:

"Additional Disruption Event" means, with respect to any Series of Preference Share-Linked Securities, if specified as Additional Disruption Events in the relevant Issue Terms, a Change in Law and/or an Insolvency Filing."

3. Amendments in respect of "Administrator/Benchmark Event"

- 3.1 The definition of "Administrator/Benchmark Event" set out in Condition 2.1 (*Definitions*) shall be deemed to be amended by deleting the words "or any related hedging arrangements" from each of paragraph (i) and (ii).

4. Amendments in respect of "Change in Law"

- 4.1 The definitions of "Change in Law" set out in Condition 9.9 (*Definitions applicable to Equity-Linked Securities*), Condition 10.11 (*Definitions applicable to Commodity-Linked Securities*), Condition 11.8 (*Definitions applicable to Currency-Linked Securities*), Condition 12.9 (*Definitions Applicable to Inflation-Linked Securities*) and Condition 15.7 (*Definitions applicable to Futures Contract-Linked Securities*) shall each be deemed to be amended by: (i) adding the words "excluding with respect to the Issuer's or any of its Affiliates' hedging arrangements with respect to the Securities" at the end of subparagraph (x) thereof; and (ii) deleting the words "(y) it will incur a materially increased cost in performing its obligations with respect to the Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position)" and replacing them with the words "(y) it will significantly alter the economics of the relevant Securities that existed on the relevant Trade Date".
- 4.2 The definition of "Change in Law" set out in Condition 14.8 (*Definitions applicable to Preference Share-Linked Securities*) shall be deemed to be amended by (i) adding the words "excluding with respect to the Issuer's or any of its Affiliate's hedging arrangements with respect to the Securities" at the end of subparagraph (x) thereof; and (ii) deleting the words "(y) it will incur a materially increased cost in performing its obligations with respect to the Preference Share-Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position)" and replacing them with the words "(y) it will significantly alter the economics of the relevant Securities that existed on the relevant Trade Date".

5. Amendments to the definition of Implementation of Financial Transaction Tax Event in Condition 2.1 (*Definitions*)

The definition of "Implementation of Financial Transaction Tax Event" in Condition 2.1 (*Definitions*) shall be deemed to be deleted and replaced by the following:

"Implementation of Financial Transaction Tax Event" means that, on or after the Trade Date of any Securities, due to the adoption of or any change in any applicable law or regulation (including without limitation any law or regulation implementing a system of financial transaction taxes in any jurisdiction, including the European Union relating to any tax, payable in respect of the transfer of, or issue or modification or redemption of, any financial instruments), the Issuer determines (acting in good faith and in a commercially reasonable manner) that either it or any of its Affiliates would incur or has incurred a materially increased amount of tax, transfer tax, duty, stamp duty, stamp duty reserve tax, expense or fee (other than brokerage commissions) to enter into, modify or unwind the Securities or any part thereof, or

perform its obligations under such Securities, including for the avoidance of doubt any obligation or exercise of any right to deliver Shares or any other asset, **provided that** the Issuer has determined that the nature of the adoption of or any change in law or regulation is such that it is applicable to investors generally when carrying out similar trading or hedging activities in the relevant jurisdiction."

6. Amendments to the definition of Regulatory Event in Condition 2.1 (*Definitions*)

The definition of "Regulatory Event" in Condition 2.1 (*Definitions*) shall be deemed to be deleted and replaced by the following:

"Regulatory Event" means that, at any time on or after the Trade Date, as a result of:

- (a) an implementation or adoption of, or change in, any applicable law, regulation, interpretation, action or response of a regulatory authority;
- (b) the promulgation of, or any interpretation by any court, tribunal, government or regulatory authority with competent jurisdiction (a **"Relevant Authority"**) of, any relevant law or regulation (including any action taken by a taxing authority); or
- (c) the public or private statement or action by, or response of, any Relevant Authority or any official or representative of any Relevant Authority acting in an official capacity,

there is a reasonable likelihood of it becoming:

- (i) unlawful or impossible for the Issuer and/or the Guarantor to maintain the Securities and/or to maintain other instruments issued under the Program and/or to perform its obligations under the Securities; and/or
- (ii) necessary for the Issuer and/or the Guarantor to obtain a licence, authorisation or other approval for the continuation or maintenance of the business relating to or supporting the Securities."

7. Amendments to the definition of "Successor Share/ETF Interest" in Condition 9.4(a) (*Merger Event or Tender Offer*)

The definition of "Successor Share/ETF Interest" in Condition 9.4(a) (*Merger Event or Tender Offer*) shall be deemed to be deleted and replaced by the following:

"Successor Share/ETF Interest" means, in respect of an Affected Share/ETF Interest, (1) if specified in the applicable Issue Terms, any Eligible Share or Eligible ETF Interest, as applicable; (2) if no Eligible Share or Eligible ETF Interest, as applicable, is specified, the successor Share or ETF Interest, as applicable, as determined by the Determination Agent, using commercially reasonable efforts, taking into account any factors which the Determination Agent determines to be relevant, including (but not limited to) the existence of any other Share or ETF Interest, as applicable, that is linked to or is a constituent of the same underlying index or asset as the Affected Share/ETF Interest, liquidity of the proposed successor Share or ETF Interest, as applicable, the prevailing market conditions at the time the Determination Agent makes its determination and the circumstances of the relevant Extraordinary Event; or (3) if the Determination Agent determines that it is unable to determine a suitable successor Share or ETF Interest, as applicable, the Determination Agent may determine that, where the Affected Share/ETF Interest is linked to the relevant underlying index (the **"Related Underlying Index"**), such Related Underlying Index (to the extent relevant) shall be the Successor Share/ETF Interest and the provisions applicable to Index-Linked Securities will apply to the relevant Securities with such adjustments as the Determination Agent determines to be appropriate."

8. Amendments to the definition of Extraordinary ETF Event in Condition 9.5 (*Extraordinary ETF Events*)

Sub-paragraph (viii) in the definition of "Extraordinary ETF Event" in Condition 9.5(f) (*Extraordinary ETF Events*) shall be deemed to be deleted and replaced by the following:

"(viii) (A) any relevant activities of or in relation to the ETF or any ETF 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 ETF by any governmental, legal or regulatory entity with authority over the ETF), (B) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETF or the ETF Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (C) the ETF is required by a competent authority to redeem any ETF Interests and/or (D) any change in the legal, tax, accounting or regulatory treatment of the ETF or any ETF Service Provider that is reasonably likely to have an adverse impact on the value of the ETF Interests or other activities or undertakings of the ETF or on the rights or remedies of any investor therein; or"

9. Amendments to Condition 9.5 (*Extraordinary ETF Events*)

The final paragraph of Condition 9.5 (*Extraordinary ETF Events*) shall be deemed to be deleted and replaced by the following:

"For these purposes, **"Successor ETF Interest"** means, in respect of an Affected ETF Interest, (1) if specified in the applicable Issue Terms, any Eligible ETF Interest; (2) if no Eligible ETF Interest is specified, the successor ETF Interest as determined by the Determination Agent, using commercially reasonable efforts, taking into account any factors which the Determination Agent determines to be relevant, including (but not limited to) the existence of other ETFs that are linked to the same underlying index or asset as the Affected ETF Interest, liquidity of the proposed successor ETF Interest, the prevailing market conditions at the time the Determination Agent makes its determination; or (3) if the Determination Agent determines that it is unable to determine a suitable successor ETF Interest, the Determination Agent may determine that the relevant Securities, where the Affected ETF Interest will be linked to the relevant underlying index (the **"Related Underlying Index"**) and such Related Underlying Index shall be the Successor ETF Interest and the provisions applicable to Index-Linked Securities will apply to the relevant Securities with such adjustments as the Determination Agent determines to be appropriate."

10. Adjustments to the Securities to account for the occurrence of a Fund Event pursuant to Condition 13.4 (*Fund Events*)

For the purposes of any adjustments that the Issuer may make pursuant to Condition 13.4 (*Fund Events*) to account for the occurrence of a Fund Event, notwithstanding any term to the contrary, including the penultimate paragraph of Condition 13.4(b)(iii), the Issuer shall not be permitted to take into account the value it may obtain for the transfer of any hedging arrangements in relation to the Securities. The Issuer, may, however, take in to account for the purposes of such adjustments the value a third party on arms' length terms would be willing to pay for the relevant Affected Fund Interest (or the portion of a hypothetical derivative contract in so far as it relates to the relevant Affected Fund Interest and does not take into account the creditworthiness of any party thereto).

11. Amendments to Condition 13.6 (*Definitions applicable to Fund-Linked Securities*)

11.1 The definition of "Fund Events" shall be deemed to be amended by:

11.2 deleting sub-paragraph (c) of paragraph (c) (*Fund Adviser Event*), paragraphs (n) (*Hedging Disruption*) and (q) (*Value Limitation*);

11.3 deleting sub-paragraph (i) (*Regulatory Event*) and replacing it with the following:

"(i) **Regulatory Event:** (A) in respect of any Fund Interest, (1) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of such Fund Interest or on any investor therein (as determined by the Determination Agent) or (2) the related Fund or any of its Fund Service Providers becoming subject to any investigation, proceeding arbitration, litigation or official action by any relevant governmental, legal or regulatory authority involving the alleged violation of, or non-compliance with, applicable law or regulation in relation to any activities relating to or resulting from the operation: (i) of such Fund, or (ii)

another fund where (in the opinion of the Determination Agent) such circumstances in respect of such other fund may have an adverse effect on the relevant Fund, (B) any event which would have the effect of changing the amount or cost of regulatory capital that would have to be maintained by the Issuer and/or any Affiliate in relation to the Securities as a result of a change in law or regulation or as a result of any requirement under applicable law, regulation or other rule or requirement from time to time applicable to the Issuer and/or any Affiliate that requires any information-provision or other transparency requirements in respect of a Fund Interest, whether to keep constant the cost of regulatory capital that would have to be maintained by any such person in relation to the Securities or otherwise comply therewith, and the relevant Fund Service Provider fails to provide sufficient information in respect of a Fund Interest for any such person to satisfy such relevant obligations or (C) in respect of any Fund Interest and the related Fund (i) the withdrawal, cancellation, suspension or revocation of any registration, licence or approval of such Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund; (ii) the withdrawal, suspension, cancellation or modification of any licence, consent, permit, authorisation or clearance required for the Fund or any one or more of its significant Fund Service Providers to carry out their activities as they are or should be carried out in compliance with applicable law or regulation; and/or (iii) the failure of such Fund Interest and/or the related Fund to comply with any applicable requirements from time to time applied by any relevant listing authority, stock exchange, quotation system and/or regulator that allow it to be used to determine amounts due under the Securities (or, in the case of (C)(i), (ii) or (iii), any official announcement indicating that any such circumstances may occur);

- 11.4 deleting sub-paragraph (j) (*Reporting Disruption*) and replacing it with the following:

"(j) **Reporting Disruption:** in respect of any Fund Interest, (A) the occurrence of any event affecting such Fund Interest that, in the determination of the Determination Agent, would make it impossible for the Determination Agent to determine the value of such Fund Interest and the Determination Agent does not expect such event to cease in the foreseeable future; (B) any failure of the related Fund to deliver, or cause to be delivered, or recipients in general to receive (1) information that such Fund has agreed to deliver, or cause to be delivered to the Determination Agent and/or the Issuer and/or any of the Issuer's Affiliates, as applicable, or (2) information that has been previously delivered to the Determination Agent and/or the Issuer and/or any of the Issuer's Affiliates, as applicable, in accordance with such Fund's, or its authorised representative's, normal practice and that the Determination Agent deems necessary for it or the Issuer, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Interest; (C) the related Fund ceases, for any reason whatsoever (either directly or through any Fund Service Provider acting on its behalf for this purpose) to provide, publish or make available its net asset value on any Fund Reporting Date; or (D) a Fund Service Provider informs the Determination Agent and/or the Issuer and/or any of the Issuer's Affiliates that any Reported Net Asset Value of such Fund Interest should not be relied on (whether by reason of it being only a provisional or estimated net asset value or for any other reason) and/or, in the opinion of the Determination Agent, any Reported Net Asset Value is inaccurate (which, for the avoidance of doubt, includes without limitation circumstances where any net asset value reported by a Fund Service Provider to the Issuer and/or any of the Issuer's Affiliates and/or investors in Fund Interest generally differs from any net asset value published on any one or more publishing service), in each case which the Determination Agent considers to be material to the Securities;"

- 11.5 deleting sub-paragraph (s) (*Fund Accounting Event*) and replacing it with the following:

"(s) **Fund Accounting Event:** in respect of a Fund Interest and the related Fund, any (i) change in the currency in which the Fund Interest's accounts are denominated; or (ii) material adverse change in the accounting treatment of the Fund which does or could affect a Hypothetical Investor and/or any of the Issuer's Affiliates (provided that such event significantly alters the economics of the Securities existing on the Trade Date as determined by the Determination Agent) and/or any actual or potential requirement to consolidate its accounts with any such entity;" and

- 11.6 deleting sub-paragraph (t) (*Fees or Charges Event*) and replacing it with the following:

"(t) **Fees or Charges Event:** in respect of a Fund (i) any material charge of a transaction fee for subscription or redemption of Fund Interests and/or (ii) any imposition of any taxes or similar charges for subscription or redemption of Fund Interests (whether by the Fund or a Fund Adviser

in respect of holders of Fund Interests generally other than any charge or fee in existence on the Trade Date), including the increase to the existing level of, or introduction of any new, fees, commissions or other expenses payable to any person, which in each case significantly alters the economics of the Securities existing on the Trade Date as determined by the Determination Agent."

12. Amendments to Condition 14.9 (*Calculations and Determinations*)

12.1 Condition 14.9 (*Calculations and Determinations*) shall be deemed to be deleted and replaced by the following:

"14.9 Calculations and Determinations: The Determination Agent will make the calculations and determinations as described in this Condition 14.9 (*Calculations and Determinations*) in accordance with Condition 25A (*Calculations and Determinations*)."

13. Amendments to the definition of Illiquidity Event in sub-paragraph (h) of Condition 15.3 (*Futures Contract Adjustment Events*)

The definition of Illiquidity Event in sub-paragraph (h) of Condition 15.3 (*Futures Contract Adjustment Events*) shall be deemed to be deleted in its entirety.

14. Amendments to Condition 26.7 and inclusion of new Condition 25A

14.1 Condition 26.7 shall be deemed to be deleted in its entirety.

14.2 The following new Condition 25A shall be inserted immediately after Condition 26.8:

"25A CALCULATIONS AND DETERMINATIONS

The Determination Agent will make the calculations and determinations as described in these Conditions in such a manner as the Determination Agent determines is appropriate acting in good faith and in a commercially reasonable manner (having regard in each case to the criteria stipulated in the Conditions).

Notwithstanding that certain calculations, determinations and adjustments in these Conditions may be expressed to be made on a certain date, the Determination Agent may make such calculations, determinations and adjustments in respect of that date on a date after that date determined by it in its reasonable discretion

Pursuant to these Conditions the Determination Agent has a number of discretions. These are necessary since in certain circumstances it is not reasonably practicable or otherwise not appropriate for certain valuations to be carried out in relation to relevant reference assets and in these circumstances the Determination Agent also may exercise certain discretions.

The provisions of the second paragraph of this Condition 25A (*Calculations and Determinations*) will not apply to the calculation of the Final Redemption Amount or Early Redemption Amount.

Where the Conditions provide that the Issuer or the Determination Agent may make determinations, modifications or adjustments in or at its discretion (or any similar wording) that relate to the essential characteristics (interpreted as set out below) of the Securities, the Issuer or the Determination Agent will make such determinations, modifications or adjustments acting in good faith and in a commercially reasonable manner and in such a manner that such determinations, modifications or adjustments do not create a significant imbalance (interpreted as set out below) between the rights and obligations of the Issuer compared to the Securityholders to the detriment of the Securityholders.

Notwithstanding anything else in the Conditions (but excluding any modification of the Conditions pursuant to Condition 27), the Issuer or the Determination Agent, as the case may be, may only modify or adjust the terms of the Securities in accordance with the Conditions (other than modifications or adjustments that do not relate to essential characteristics of the Securities) or redeem the Securities prior to their Maturity Date in accordance with the Conditions, where such modification, adjustment or redemption is effected in compliance with the applicable provisions of the Belgian Code of Economic

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Law (*Wetboek van economisch recht/Code de droit économique*) dated 28 February 2013 (as amended and/or supplemented from time to time, the "CEL"), especially those pertaining to unfair contract terms.

The Issuer and the Determination Agent will comply with the provisions of the CEL applicable to the Securities especially those pertaining to unfair contract terms, in the application of the Conditions of the Securities. In such case, and notwithstanding anything to the contrary in the Conditions but without prejudice to the penultimate paragraph of this Condition 25A (*Calculations and Determinations*) below, any provisions of the Conditions which are deemed unfair in whole or in part pursuant to the CEL shall not apply to the extent deemed unfair.

The Securityholders may not be charged any costs for the modification or adjustment of the Conditions and for the early redemption of the Securities before their Maturity Date.

For the purposes of these Belgian Supplemental Conditions and, where applicable, the Conditions, the questions (a) whether a determination, modification or adjustment referred to in this Condition 25A (*Calculations and Determinations*) relates to the essential characteristics of the Securities, (b) whether the manner of making a determination, modification or adjustment creates a significant imbalance between the rights and obligations of the Issuer compared to the Securityholders to the detriment of the Securityholders, (c) whether a modification, adjustment or redemption referred to in this Condition 25A (*Calculations and Determinations*) is effected in compliance with the provisions of the CEL, especially those pertaining to unfair terms, (d) whether any provisions of the Conditions are deemed unfair in whole or in part and whether the Issuer or the Determination Agent has complied with provisions of the CEL especially those pertaining to unfair contract terms, in the application of the Conditions of the Securities will be made in accordance with applicable Belgian law, in particular the CEL. Save as provided in the preceding sentence all other provisions of these Belgian Supplemental Condition and the Conditions and any non-contractual obligations arising out of or in relation to them shall be governed by and construed in accordance with English law. If any part(s) of the Conditions or of any determination, modification or adjustment referred to in this Condition 25A (*Calculations and Determinations*) are found to be (i) inapplicable, (ii) prohibited, (iii) unfair or (iv) otherwise non-compliant with Belgian law, including the CEL, in any applicable judicial proceeding for reasons referred to in this Condition 25A (*Calculations and Determinations*) (each an "Invalid Provision"), then each part of such Invalid Provision which is found to be (i) inapplicable, (ii) prohibited, (iii) unfair or (iv) otherwise non-compliant with Belgian law shall be deemed to be removed and all remaining part(s) of the provisions of the Conditions or the relevant determination, modification or adjustment following such removal shall remain operative and binding on the Issuer and the Securityholders.

To the extent permitted by applicable law, all calculations made by the Issuer or the Determination Agent under the Conditions shall, in the absence of manifest error, be final, conclusive and binding on Securityholders. Neither the Issuer nor the Determination Agent assumes any obligation or relationship of agency or trust or of a fiduciary nature for or with any Securityholder."

15. Amendments to the definition of Inconvertibility Event in Condition 34.3 (*Definitions*):

The definition of Inconvertibility Event in Condition 34.3 (*Definitions*:) shall be deemed to be deleted and replaced with the following:

"An "**Inconvertibility Event**" shall be deemed to have occurred if from (and including) the Trade Date to (and including) the Maturity Date, any event or circumstance occurs that generally makes it, in the reasonable discretion of the Determination Agent, impossible or unlawful for the Issuer, the Determination Agent or any of its Affiliates for any reason beyond their reasonable control:

- (a) to convert the Relevant Currency into the Inconvertibility Specified Currency or the Inconvertibility Specified Currency into the Relevant Currency (whether directly or through a cross exchange rate) through customary legal channels; or
- (b) to determine the rate of conversion of the Inconvertibility Specified Currency into the Relevant Currency or the Relevant Currency into the Inconvertibility Specified Currency or

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- (c) to transfer, or make a payment in, or delivery of, the Relevant Currency from or to, outside, or inside, of the Relevant Jurisdiction, in each case under (i), (ii) or (iii), in an amount up to the total amount of payment due to be made by the Issuer under the Securities; or
- (d) to determine a rate at which any Relevant Currency can be lawfully exchanged for U.S. Dollars; or
- (e) to convert any Relevant Currency into U.S. Dollars; or
- (f) to exchange or repatriate any funds outside of any jurisdiction in which any of the Relevant Underlying, or each Basket Component, is issued; or
- (g) for the Issuer or any of its Affiliates to hold, purchase, sell or otherwise deal in any Securities, or any other property for the purposes of the Issuer or the Issuer's obligations in respect of any Securities;"

16. Amendments to Condition 36 (*Substitution*)

16.1 Condition 36.1(b) (Substitution of Issuer with Morgan Stanley Group entities) shall be deemed to be deleted and replaced by the following:

- "(b) MSI plc, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSI plc as principal debtor under the Securities, provided that, unless MSI plc is subject to a legal restructuring (including, without limitation, a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceedings affecting MSI plc), any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSI plc as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against MSI plc (as guarantor);"

16.2 Condition 36.1(c) (Substitution of Issuer with Morgan Stanley Group entities) shall be deemed to be deleted and replaced by the following:

- "(c) MSBV, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSBV as principal debtor under the Securities, provided that, unless MSBV is subject to a legal restructuring (including, without limitation, a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceedings affecting MSBV), any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSBV as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against MSBV (as guarantor); or"

16.3 Condition 36.1(d) (Substitution of Issuer with Morgan Stanley Group entities) shall be deemed to be deleted and replaced by the following:

- "(d) MSFL, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSFL as principal debtor under the Securities, provided that, unless MSFL is subject to a legal restructuring (including, without limitation, a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceedings affecting MSFL), any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSFL as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required

Terms and Conditions of the Securities
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to exercise their remedies against the substitute prior to proceeding directly against MSFL (as guarantor)."

- 16.4 Condition 36.1(d) (Substitution of Issuer with Morgan Stanley Group entities) shall be deemed to be deleted and replaced by the following:

"(d) MSESE, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSESE as principal debtor under the Securities, provided that, unless MSESE is subject to a legal restructuring (including, without limitation, a voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceedings affecting MSESE), any Securities in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSESE as to the payment of principal of, premium, interest and supplemental amounts, if any, and any Additional Amounts on those Securities when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Securityholders will not be required to exercise their remedies against the substitute prior to proceeding directly against MSESE (as guarantor)."

- 16.5 Condition 36.2 (Substitution of Issuer or Guarantor with non Morgan Stanley Group entities) and Condition 36.6 (Right to Redemption in respect of substitutions with non Morgan Stanley Group entities) shall be deemed to be deleted.

- 16.6 Condition 36.3 (Conditions to substitution) shall be deemed to be deleted and replaced by the following:

"35.3 Conditions to substitution

Substitution of an Issuer or Guarantor for another entity (the "**Substitute**") as provided in Condition 35.1 (*Substitution of Issuer with Morgan Stanley Group entities*) or 35.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*) above (as applicable) are subject to the following conditions:

- (a) the Substitute becoming party to the Issue and Paying Agency Agreement or, in the case of French Law Securities, the French Agency Agreement with any appropriate consequential amendments, as if it had been an original party to it in place of the relevant Issuer or the Guarantor (as the case may be);
- (b) the Substitute is validly existing under the laws under which it is established or incorporated, has capacity to assume all rights, obligations and liabilities under the Securities, receipts, coupons and Guarantee, as applicable, and has obtained all necessary corporate authorisations to assume all such rights, obligations and liabilities under the Securities or Guarantee (as applicable).
- (c) the Substitute has obtained all necessary governmental or regulatory approvals and consents for the performance by it of its obligations in connection with the Securities or Guarantee (as applicable) and that all such approvals and consents are in full force and effect and that the Substitute and the Securities comply with all applicable requirements of the Securities Act;
- (d) the Fiscal Agent has confirmed to the relevant Issuer or Guarantor (as the case may be) that it has completed its relevant "know your customer" requirements on the proposed Substitute;
- (e) such substitution being permitted by the rules of any stock exchange on which the Securities are listed and each such stock exchange confirming that, following the proposed substitution of the Substitute, the Securities will continue to be listed on such stock exchange;
- (f) no payment in respect of the Securities, receipts and coupons is overdue at the relevant time;
- (g) at the time of any such substitution, the Substitute is in a position to fulfil all payment obligations arising from or in connection with the Securities in freely convertible and transferable lawful money without the necessity of any taxes or duties to be withheld at source, and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions;

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- (h) if appropriate, the Substitute appointing a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Securities;
 - (i) in respect of Securities which benefit from the Guarantee, such Securities shall continue to benefit from the Guarantee following substitution of the Issuer and/or the Guarantor (as the case may be), pursuant to this Condition 35;
 - (j) in respect of Nordic Securities, the relevant NCSD has given its consent to the substitution;
 - (k) the Substitute having a long term credit rating from at least one rating agency of standard application on the international capital markets (including but not limited to S&P, Moody's and Fitch) which is at least as high as the long term credit rating of the relevant Issuer or Guarantor (as the case may be) being substituted immediately prior to the occurrence of the relevant substitution;
 - (l) the Substitute providing an indemnity in favour of the Securityholders in relation to any additional tax or duties or losses suffered by Securityholders due to a different tax or regulatory regime of the Substitute from that of the Issuer and in any case which arise and become payable solely as a result of the substitution of the Issuer for the Substitute; and
 - (m) on the date of each substitution there being no Event of Default in existence and no event having occurred which remains in existence on such date which, in the absence of the relevant grace period, would otherwise constitute an Event of Default in relation to the Securities."
- 16.7 The second sentence of Condition 36.7 (Tax Consequences of substitution) shall be deemed to be deleted (it being understood that if the substitution causes a withholding to be required on the Securities this will be addressed by the indemnity referred to in Condition 35.3(l)).

Use of Proceeds
(For Section 2 of Additional Terms and Conditions)

USE OF PROCEEDS

The net proceeds of each issue of Securities will be used by the relevant Issuer either (i) for general corporate purposes and/or, in connection with hedging its obligations under the Securities, or (ii) for any other particular identified use of proceeds, all as stated in the applicable Issue Terms.

In respect of each issue of Securities by MSBV, at least 95% of the proceeds will be invested (*uitzetten*) within the group of which it forms part.

MSFL intends to lend the net proceeds from its issuances of the Securities to Morgan Stanley. Morgan Stanley intends to use the proceeds from such loans (i) for general corporate purposes, or (ii) in the case of Notes which constitute Sustainable Bonds, to finance or refinance, in whole or in part, Eligible Projects as described below.

In the case of Notes which constitute Sustainable Bonds, an amount equal to the gross proceeds raised by way of Sustainable Bonds issued pursuant to the Morgan Stanley Sustainable Issuance Framework dated January 2025 (the "**Morgan Stanley Sustainable Issuance Framework**") will be allocated to the financing or refinancing, in whole or in part, of new or existing green or social loans, investments and expenditures ("**Eligible Projects**"), that Morgan Stanley or any of its wholly owned subsidiaries, considers consistent with the eligibility criteria in the Morgan Stanley Sustainable Issuance Framework, and which together form the "**Eligible Portfolio**". Under this Base Prospectus, Sustainable Bonds may only be issued by Morgan Stanley or by MSFL. None of MSBV, MSESE or MSI plc will issue Sustainable Bonds under this Base Prospectus.

"**Sustainable Bonds**" include green bonds ("**Green Bonds**"), social bonds ("**Social Bonds**") and sustainability bonds ("**Sustainability Bonds**"), in accordance with the Morgan Stanley Sustainable Issuance Framework.

If the applicable Issue Terms specify that the Notes are "Green Bonds", an amount equal to the gross proceeds raised will be allocated to green Eligible Projects ("**Green Eligible Projects**") within the Eligible Portfolio.

If the applicable Issue Terms specify that the Notes are "Social Bonds", an amount equal to the gross proceeds raised will be allocated to social Eligible Projects ("**Social Eligible Projects**") within the Eligible Portfolio.

If the applicable Issue Terms specify that the Notes are "Sustainability Bonds", an amount equal to the gross proceeds raised will be allocated to Green Eligible Projects and Social Eligible Projects within the Eligible Portfolio.

To qualify for the Eligible Portfolio, a Green Eligible Project must meet the eligibility criteria for at least one of the following project categories: Renewable Energy, Energy Storage, Green Buildings, Clean Transportation and/or Sustainable Water & Wastewater Management, all as further described in the Morgan Stanley Sustainable Issuance Framework and in the applicable Issue Terms.

To qualify for the Eligible Portfolio, a Social Eligible Project must meet the eligibility criteria for at least one of the following project categories: Affordable Housing and Access to Education, all as further described in the Morgan Stanley Sustainable Issuance Framework and the applicable Issue Terms.

In the case of insufficient Eligible Projects in the Eligible Portfolio, Morgan Stanley will hold the balance of the unallocated amount in cash, cash equivalents and/or other high quality liquid assets in a segregated account established for tracking purposes until the amount and proceeds therefrom can be allocated to the Eligible Portfolio.

The Morgan Stanley Sustainable Issuance Framework further describes, in addition to the eligibility criteria, the management of proceeds, the reporting and the external reviews (second party opinion and external assurance) applicable for the relevant Sustainable Bonds.

On an annual basis until the outstanding Green, Social, and Sustainable Bonds have matured, Morgan Stanley will publicly disclose on its website at www.morganstanley.com or in its ESG report:

- the total amount of sustainable instruments outstanding pursuant to the Morgan Stanley Sustainable Issuance Framework;
- the reported amounts of the assets in the Eligible Portfolio determined in accordance with U.S. GAAP;

Use of Proceeds
(For Section 2 of Additional Terms and Conditions)

- the amount of unallocated proceeds, if any; and
- the breakdown of the Eligible Portfolio by Eligible Category.

The Issuer will apply processes for project evaluation and selection, management of proceeds and reporting which are aligned to the Green Bond Principles ("**GBP**") 2021, the Social Bond Principles ("**SBP**") 2023 and the Sustainability Bond Guidelines ("**SBG**") 2021 (collectively, the "**Principles**"), as administered by the International Capital Market Association. The Principles are voluntary process guidelines designed to encourage transparency and disclosure, and to promote integrity in the development of the green bonds, social bonds, and sustainability bonds markets by clarifying the approach for the issuance of these bonds. Alignment with these Principles means that the Issuer intends to follow the guidelines outlined in the four core components of the GBP, SBP, and SBG, namely: the use of proceeds, the process for project evaluation and selection, the management of proceeds, and reporting.

Morgan Stanley has appointed an independent second-party opinion provider to review the Morgan Stanley Sustainable Issuance Framework and attest to the alignment to the Principles. A second party opinion (the "**Second Party Opinion**") on the alignment of the Morgan Stanley Sustainable Issuance Framework to the appropriate standards, as well as the Morgan Stanley Sustainable Issuance Framework, is available on Morgan Stanley's website (<https://www.morganstanley.com/about-us/sustainability-reports-research>).

As outlined in the section entitled "*This Base Prospectus*", other than in relation to the information which is deemed to be incorporated by reference (see "*Incorporation by Reference*" above), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the competent authority.

PRO FORMA FINAL TERMS FOR SECURITIES

*[In case of Public Offer continuing after the validity of the Base Prospectus: **Warning: The Base Prospectus expires on 10 July 2027. The succeeding base prospectus will be available at <http://sp.morganstanley.com/EU/Documents>.**]*

[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 (THE "EEA"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF:

- (A) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "**MIFID II**");
- (B) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 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
- (C) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129 (AS AMENDED, THE "**PROSPECTUS REGULATION**").

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.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS:

THE SECURITIES ARE NOT INTENDED TO BE OFFERED, SOLD, DISTRIBUTED OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD, DISTRIBUTED OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM (THE "UK"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS EITHER ONE (OR BOTH) OF THE FOLLOWING:

- (A) NOT A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF THE LAWS OF THE UNITED KINGDOM; OR
- (B) NOT A QUALIFIED INVESTOR AS DEFINED IN PARAGRAPH 15 OF SCHEDULE 1 TO THE PUBLIC OFFERS AND ADMISSIONS TO TRADING REGULATIONS 2024.

CONSEQUENTLY, NO DISCLOSURE DOCUMENT REQUIRED BY THE FCA PRODUCT DISCLOSURE SOURCEBOOK ("**DISC**") FOR OFFERING, SELLING OR DISTRIBUTING THE SECURITIES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN OR WILL BE PREPARED AND THEREFORE OFFERING, SELLING OR DISTRIBUTING THE SECURITIES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER DISC AND THE CONSUMER COMPOSITE INVESTMENTS (DESIGNATED ACTIVITIES) REGULATIONS 2024.]

[MIFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET:

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES HAS LED TO THE CONCLUSION THAT:

- (A) 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**")][MIFID II]; AND
- (B) ALL CHANNELS FOR DISTRIBUTION OF THE SECURITIES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE.

ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE SECURITIES (A "**DISTRIBUTOR**") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER'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 TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.]

[UK MIFIR PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET:

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES HAS LED TO THE CONCLUSION THAT:

- (A) THE TARGET MARKET FOR THE SECURITIES IS ONLY ELIGIBLE COUNTERPARTIES, AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK ("**COBS**"), AND PROFESSIONAL CLIENTS, AS DEFINED IN REGULATION (EU) NO 600/2014 AS IT FORMS PART OF THE LAWS OF THE UNITED KINGDOM ("**UK MIFIR**"); AND
- (B) ALL CHANNELS FOR DISTRIBUTION OF THE SECURITIES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE.

ANY [PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE SECURITIES (A "**DISTRIBUTOR**")][DISTRIBUTOR] SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (THE "**UK MIFIR PRODUCT GOVERNANCE RULES**") IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.]

[MIFID II PRODUCT GOVERNANCE/RETAIL INVESTORS/PROFESSIONAL INVESTORS AND ECPS TARGET MARKET:

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES HAS LED TO THE CONCLUSION THAT:

- (A) 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**")][MIFID II]; AND

[EITHER:]

- (B) [ALL CHANNELS FOR DISTRIBUTION OF THE SECURITIES ARE APPROPRIATE[, INCLUDING INVESTMENT ADVICE, PORTFOLIO MANAGEMENT, NON-ADVISED SALES AND PURE EXECUTION SERVICES].]

[OR:]

- (B) ALL CHANNELS FOR DISTRIBUTION TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE; AND
- (C) 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].]

ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE SECURITIES (A "**DISTRIBUTOR**") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER'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 TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.]

[UK MIFIR PRODUCT GOVERNANCE/RETAIL INVESTORS/PROFESSIONAL INVESTORS AND ECPS TARGET MARKET:

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES HAS LED TO THE CONCLUSION THAT:

- (A) THE TARGET MARKET FOR THE SECURITIES IS RETAIL CLIENTS (FOR THESE PURPOSES, A RETAIL CLIENT MEANS A PERSON WHO IS NOT A PROFESSIONAL CLIENT AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF THE LAWS OF THE UNITED KINGDOM ("**UK MIFIR**") ("**PROFESSIONAL CLIENT**")), AND ELIGIBLE COUNTERPARTIES, AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK ("**COBS**"), AND PROFESSIONAL CLIENTS; AND

[EITHER:]

- (B) [ALL CHANNELS FOR DISTRIBUTION OF THE SECURITIES ARE APPROPRIATE[, INCLUDING INVESTMENT ADVICE, PORTFOLIO MANAGEMENT, NON-ADVISED SALES AND PURE EXECUTION SERVICES].]

[OR:]

- [(B) ALL CHANNELS FOR DISTRIBUTION TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE; AND
- (C) 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 COBS, AS APPLICABLE].]

ANY [PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE SECURITIES (A "**DISTRIBUTOR**")]/[DISTRIBUTOR] SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (THE "**UK MIFIR PRODUCT GOVERNANCE RULES**") IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.]

[These Securities are Other Income Securities]²

Final Terms dated [●]

[MORGAN STANLEY]/[MORGAN STANLEY & CO. INTERNATIONAL plc]/[MORGAN STANLEY B.V.]/[MORGAN STANLEY FINANCE LLC]/[MORGAN STANLEY EUROPE SE]

² Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are classified as Other Income Securities.

Legal Entity Identifier (LEI):

[IGJSJL3JD5P30I6NJZ34]³/[4PQUHN3JPFGFNF3BB653]⁴/[KG1FTTDCK4KNVM3OHB52]⁵/[5493003FCPS
E9RKT4B56]⁶ [54930056FHWP7GIWYY08]⁷

Issue [and Non-Exempt Offer] of *[[Aggregate Nominal Amount]/[Number of Units] of Tranche]* *[Title of Securities]*

[Guaranteed by Morgan Stanley]

under the Regulation S Program for the Issuance of Notes and Certificates, Series A and Series B, and Warrants

PART A – CONTRACTUAL TERMS

This document constitutes Final Terms relating to the issue of Securities described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 10 July 2026 and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") (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 Base Conditions such changes shall have no effect with respect to the Base Conditions of the Securities to which these Final Terms relate, unless otherwise stated in such Supplement) which together constitute a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation (Regulation (EU) 2017/1129) (the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]⁸ Copies of the Base Prospectus, any Supplement and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuer's website at <http://sp.morganstanley.com/EU/Documents>.

[OR USE THE FOLLOWING ALTERNATIVE LANGUAGE IF THE FIRST TRANCHE OF AN ISSUE WHICH IS BEING INCREASED WAS ISSUED UNDER A BASE PROSPECTUS WITH AN EARLIER DATE:]

Terms used herein shall be deemed to be defined as such for the purposes of the [Terms and Conditions of the Securities set forth in the Base Prospectus dated [9 October 2018 and the supplements to it dated 25 January 2019 and 21 March 2019]/[16 July 2019 and the supplements to it dated 17 October 2019, 23 March 2020 and 1 April 2020]/[16 July 2020 and the supplements to it dated 17 November 2020]/[16 July 2021]/[15 July 2022 and the supplements to it dated 9 December 2022 and 16 May 2023]/[14 July 2023 and the supplements to it dated 27 October 2023 and 14 June 2024]/[12 July 2024]/[11 July 2025 and the supplements to it dated 12 August 2025, 11 September 2025, 23 January 2026, 28 January 2026, 13 March 2026 and 15 May 2026] which are incorporated by reference in the Base Prospectus dated 10 July 2026. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated [9 October 2018 and the supplements to it dated 25 January 2019 and 21 March 2019]/[16 July 2019 and the supplements to it dated 17 October 2019, 23 March 2020 and 1 April 2020]/[16 July 2020 and the supplements to it dated 17 November 2020]/[16 July 2021]/[15 July 2022 and the supplements to it dated 9 December 2022 and 16 May 2023] / [14 July 2023 and the supplements to it dated 27 October 2023 and 14 June 2024]/[12 July 2024]/[11 July 2025 and the supplements to it dated 12 August 2025, 11 September 2025, 23 January 2026, 28 January 2026, 13 March 2026 and 15 May 2026]. Full information on the Issuer [, the

³ Insert if Morgan Stanley is the Issuer.

⁴ Insert if Morgan Stanley & Co. International plc is the Issuer.

⁵ Insert if Morgan Stanley B.V. is the Issuer.

⁶ Insert if Morgan Stanley Finance LLC is the Issuer.

⁷ Insert if Morgan Stanley Europe SE is the Issuer.

⁸ Insert if Securities are (i) Certificates or (ii) Notes with denominations lower than EUR 100,000.

Guarantor(s)] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Securities is annexed to these Final Terms.]⁹ Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuer's website at <http://sp.morganstanley.com/EU/Documents>.

[Insert in case of an offer in Switzerland: The Securities do not constitute a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes ("CISA"). The Securities are neither subject to the authorisation nor to the supervision by the Swiss Financial Market Supervisory Authority FINMA and investors do not benefit from the specific investor protection provided under the CISA. Investors should be aware that they are exposed to the credit risk of the Issuer and, if applicable, of the Guarantor.]

[Insert in case of a public offering in Switzerland requiring a prospectus: These Final Terms must be read together with the Base Prospectus, which was included as a foreign prospectus, which is deemed approved also in Switzerland pursuant to Article 54(2) of the Swiss Federal Act on Financial Services ("FinSA") by SIX Exchange Regulation AG as reviewing body (Prüfstelle), in the list of approved prospectuses and deposited with it and published pursuant to Article 64 FinSA. These Final Terms will also be deposited with SIX Exchange Regulation AG as reviewing body and published pursuant to Article 64 FinSA.]

[The Certificates are [offered in a Non-exempt Offer in Italy] [and] [intended to be traded on [EuroTLX Cert-X Segment]/[SeDeX]]. Any references in these Final Terms to (i) "redemption", "redeem" and "redeemed" shall be construed to be to "termination" and "terminate" and "terminated", (ii) "principal" and "principal amount", respectively, shall be construed to be to "invested amount", (iii) "settlement" and "settle" and "settled" shall be construed to be to, respectively, "termination" and "terminate" and "terminated", (iv) "interest", "interest payment date", "interest period" and "interest rate" shall be construed to be to "premium", "premium payment date", "premium period", "premium rate" and "premium underlying", and (v) "maturity date" shall be construed to be to "final termination date", and all related expressions shall be construed accordingly.]

[Information Concerning Investment Risk

●

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the Security (or a financial institution holding the Security on behalf of the beneficial owner) furnishes the appropriate Form W-8, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the Securities will be made net of applicable withholding taxes, and Morgan Stanley Finance LLC will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld. As described in "United States Federal Taxation" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA or Section 871(m) of the Internal Revenue Code (in some cases, even if the applicable IRS Form mentioned above is provided).]¹⁰

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the Security (or a financial institution holding the Security on behalf of the beneficial owner) furnishes the appropriate Form W-8 BEN, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person and that it is eligible for treaty benefits under an "other income" provision of a US income tax treaty. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the Securities will be made net of applicable withholding taxes, and Morgan Stanley Finance LLC will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld. As described in "United States Federal Taxation" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA or Section 871(m) of the Internal Revenue Code (in some cases, even if the applicable IRS Form mentioned above is provided).]¹¹

[(Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. If the

⁹ Insert if Securities are (i) Certificates or (ii) Notes with denominations lower than EUR 100,000.

¹⁰ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are not classified as "other income" Securities.

¹¹ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are classified as "other income" Securities.

Pro Forma Final Terms for Securities

Securities are being offered by way of a Non-exempt Offer or a Swiss Non-exempt Offer, any amount, level, percentage, price, rate or value (as applicable) which the Conditions specify is to be provided in the applicable Issue Terms (or phrases of similar import) may be specified below on the basis of an indicative value as set out in the Conditions. Italics denote guidance for completing the Final Terms)]

1.
 - (i) Series Number: [●]
 - (ii) Series Designation: [Series A]/[Series B]
 - (iii) [[Tranche Number:] [●]

[Fungible with the [currency] [●] [Title of the Securities] issued by [●], bearing ISIN [●]]
2. Specified Currency or Currencies: [●]¹²
3. [Aggregate Amount]/[Number of Units] Nominal [●]¹³
 /[Number] of the Securities:
 - (i) [Series:] [●]
 - (ii) [Tranche:] [●]
4. Issue Price: [[●] per cent. of par per Security]/[[●] per Security]/[A [percentage rate of par]/[amount] per Security to be determined by the Determination Agent and made publicly available before the Issue Date in the same manner as the results of the offer as set out in paragraph 7 of Part B of these Final Terms, which shall be [a minimum of [[●] per cent. of par]/[[●] per Security]] [and] up to a maximum of [[●] per cent. of par]/[[●] per Security]]
5.
 - (i) Type of Securities: [Notes][Certificates]
 - (ii) [Specified Denomination(s): [●] [and integral multiples of [●] in excess thereof].

(N.B. Securities (including Securities denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies)).

[In respect of Securities denominated in UDI: Notwithstanding that the Securities are denominated in UDI, amounts payable under the Securities will be amounts in MXN determined by reference to the Calculation Amount.]]

(In respect of French Law Securities, there shall be one denomination only.)

(Delete if Securities are Certificates)

¹² For domestic issues whose settlement is made from an issuer account located in France, payments with respect to the Securities shall be made in euros (pursuant to Article 1343-3 of the French *Code civil*).

¹³ Where the amount is not known at the beginning of the offer period (e.g. an "up to" amount), notices of final offer amount will need to be submitted where the Securities are listed or admitted to trading. Note that an "up to" amount can only be included for non-exempt public offers.

- (iii) [Specified Unit Value: [●]
- [In respect of Securities denominated in UDI: Notwithstanding that the Securities are denominated in UDI, amounts payable under the Securities will be amounts in MXN determined by reference to the Calculation Amount.]]*
- (N.B. Securities (including Securities denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies)).
- [In respect of Securities denominated in UDI: Notwithstanding that the Securities are denominated in UDI, amounts payable under the Securities will be amounts in MXN determined by reference to the Calculation Amount.]]*
- (Delete if Securities are Notes)*
- (iv) Calculation Amount: [●]
- [In respect of Securities denominated in UDI: Notwithstanding that the Securities are denominated in UDI, amounts payable under the Securities will be amounts in MXN determined by reference to the Calculation Amount.]*
- (v) Minimum Subscription Amount: [Applicable. The Minimum Subscription Amount is [●] in aggregate nominal amount][Not Applicable]
- (Specify the relevant minimum amount. Note that this will apply to acquisition and trading of French Law Securities)*
6. (i) Issue Date: [●]
- (ii) Trade Date: [●]
- (iii) Interest Commencement Date: [●]/[Issue Date]/[Not Applicable]
- [OR]*
- [In relation to interest payable under General Condition 5 (Fixed Rate Security Provisions), [●]. See Paragraph 14 below for further details.]*
- [In relation to interest payable under General Condition 6 (Floating Rate Security, Equity-Linked, Commodity-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions), [●]. See Paragraph 15 below for further details]*
- [As specified in the Interest Basis Table set out in Paragraph 10 below] (include if Securities are subject to different Interest Basis during their lifetime, and delete as appropriate)*
- (iv) Strike Date: [●]

- (v) Determination Date: [●]
7. Maturity Date: [[Scheduled Maturity Date is] [●], adjusted in accordance with the *[specify Business Day Convention]*]/[The Interest Payment Date falling on, or nearest to, *[date]* *[month]* *[year]*]
- [No Underlying Determination Event Maturity Date: *[specify]*]/[*Include where Underlying Determination Event is specified as applicable*]/[Not Applicable]
- Number of Business Days: *[specify]*
- [Include for Preference Share-Linked Securities]*
- [For Securities admitted to trading on EuroTLX Cert-X Segment and/or SeDeX, insert: Expiry Date (Data di Scadenza): *[specify]*]*
8. Specified Day(s): [Applicable]/[Not Applicable]
- (if Not Applicable, delete the below)*
- [●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]
9. (i) Supplementary Provisions for Belgian Securities: [Applicable]/[Not Applicable]
- (ii) Minimum Redemption Amount: [Applicable]/[Not Applicable] *(specify as Applicable if the Final Redemption Amount is subject to a minimum redemption amount or is the principal amount of the Note or Specified Unit Value of the Certificate)*
10. Interest Basis:
- [Zero Coupon Securities]
- [Fixed Rate Securities]
- [Floating Rate Securities]
- [Step-Up Securities]
- [Step-Down Securities]
- [Fixed to Floating Rate Securities]
- [Floating to Fixed Rate Securities]
- [Floored Floating Rate Securities]
- [Capped Floating Rate Securities]
- [Collared Floating Rate Securities]
- [Floored] [Capped] [Collared] [Range Accrual Securities]
- [Barrier Securities]
- [Steepener Securities]
- [Digital Option Securities]
- [Inverse Floater Securities]

[Switchable Securities]
 [No Coupon]
 [No Interest]
 [Regular Coupon]
 [Memory] [Memory Double] [Dual] [Range] [Barrier
 Conditional Coupon] [Range Accrual Coupon]
 [Performance Linked Coupon]
 [Participation and Performance Linked Coupon]
 [Inflation Linked Coupon] [– Leveraged Inflation Coupon] [–
 Real Inflation Coupon] [– UDI Inflation Coupon] [–MXN
 Denominated UDI Adjustment Inflation Coupon] [– MXN UDI
 Amortising Coupon] [– Cumulative Inflation Coupon] [–
 Interpolated Inflation Linked Coupon]
 [Mixto Coupon]
 [Annual Performance Linked Coupon]
 [Equity-Linked Interest]¹⁴
 [Commodity-Linked Interest]
 [Currency-Linked Interest]
 [Inflation-Linked Interest]
 [Fund-Linked Interest]
 [Futures Contract-Linked Interest]
 [(Multi Asset Basket Securities)]
 [Cappuccino Coupon]
 [Dropback Coupon]
 [Multi Performance Linked Coupon]
 [Capitalised Coupon]
 [Lock In Coupon]
 (further particulars specified below)
 [Non-interest bearing]
 [Not Applicable]
 (include all that apply)
 (repeat as required)

Interest Basis Table

¹⁴ Specify if interest provisions are linked to one or more Shares, ETF Interests or Indices.

Interest Commencement Date(s)	Interest Payment Date(s)	Type of Securities
[●] <i>(repeat as required)</i>	[●]/[As set forth in paragraph [●] below] <i>(repeat as required)</i>	[Fixed Rate Securities] [Floating Rate Securities] [Step-Up Securities] [Step-Down Securities] [Fixed to Floating Rate Securities] [Floating to Fixed Rate Securities] [Floored Floating Rate Securities] [Capped Floating Rate Securities] [Collared Floating Rate Securities] [Floored] [Capped] [Collared] [Range] Accrual Securities] [Barrier Securities] [Steepener Securities] [Digital Option Securities] [Inverse Floater Securities] [Switchable Securities] [No Coupon] [Regular Coupon] [Memory] [Memory Double] [Dual] [Range] [Barrier Conditional Coupon] [Performance Linked Coupon] [Participation and Performance Linked Coupon]

		[Inflation Linked Coupon] [– Leveraged Inflation Coupon] [– Real Inflation Coupon] [– UDI Inflation Coupon] [–MXN Denominated UDI Adjustment Inflation Coupon] [– MXN UDI Amortising Coupon] [– Cumulative Inflation Coupon] [Mixto Coupon] [Annual Performance Linked Coupon] [Equity-Linked Interest] [Commodity-Linked Interest] [Currency-Linked Interest] [Inflation-Linked Interest] [Fund-Linked Interest] [Futures Contract-Linked Interest] [(Multi Asset Basket Linked Securities)] [Interpolated Inflation Linked Coupon] [Cappuccino Coupon] [Dropback Coupon] [MXN UDI Amortising Coupon] [Multi Performance Linked Coupon] [Capitalised Coupon] [Lock In Coupon] <i>(repeat as required)</i>
11.	Automatic Change of Interest Basis:	[Applicable: <i>[describe changes]</i>]/[further particulars as set out in the Interest Basis Table in Paragraph 10)]/[Not Applicable]
12.	Redemption/Payment Basis:	[Redemption at par]

[Fixed Redemption] [– Minimum Coupon applies:]
[Specified Rate: [●]]
[Minimum Coupon: [●]]
[Minimum Coupon Rate: [●]]
[Capitalised Memory Redemption]
[Barrier Redemption]
[Dual Barrier Redemption]
[Triple Barrier Redemption]
[Geared Barrier Redemption]
[Participation Redemption]
[Modified Airbag Barrier Redemption]
[Lock in Redemption]
[Barrier & Lock in Redemption]
[Booster Cash-only Redemption]
[Booster Cash and Physical Redemption]
[Performance-Linked Redemption]
[Participation Redemption – FX Performance Adjustment]
[Dual Barrier Redemption – Twin Win 1]
[Dual Barrier Redemption – Twin Win 2]
[Mixto Redemption]
[Synthetic Zero Redemption]
[Lock In Ladder Redemption]
[Lock In Ladder Barrier Redemption]
[Multiple Barrier Redemption]
[Inflation Linked Redemption]
[Equity-Linked Redemption]¹⁵
[Commodity-Linked Redemption]
[Currency-Linked Redemption]
[Inflation-Linked Redemption]
[Fund-Linked Redemption]
[Futures Contract-Linked Redemption]

¹⁵ Specify if redemption provisions are linked to one or more Shares, ETF Interests or Indices.

[Preference Share-Linked Redemption]
 [(Multi Asset Basket Linked Securities)]
 [Multi Booster Redemption 1]
 [Multi Booster Redemption 2]
 [Plateau Booster Redemption 1]
 [Plateau Booster Redemption 2]
 [MXN Denominated UDI Linked Redemption]
 [UDI Final Linked Redemption]
 [Linear Inflation Linked Redemption]
 [Interpolated Inflation Linked Redemption]
 [One Star Final Redemption]
 [Shark Redemption]
 [Dropback Redemption]
 [MXN UDI Amortising Redemption]
 [Lock In Redemption]
 [Knock-In Call feature]
 [Physical Settlement]
 [Knock-Out Event feature]
 [Dynamic Barrier Adjustment (Magnet Feature)]
 [Market Up One Star Condition]
 [Market Down One Star Condition]
 [Tweak Market Down Condition]

13. Redemption Options: [Not Applicable/Redemption at the option of the Issuer/ Model Based Redemption/Automatic Partial Redemption/Redemption at the option of Securityholders]
- (further particulars specified below)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE ON SECURITIES OTHER THAN PREFERENCE SHARE-LINKED SECURITIES

[If the Securities do not bear interest based on the below provisions or are Preference Share-Linked Securities replace paragraphs 14 to 23 with the following: Not Applicable - Paragraphs 14 to 23 are intentionally left blank.]

14. **Fixed Rate Security Provisions** [Applicable/Not Applicable]
- (General Condition 5 and Section 2 of the Additional Conditions) (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Step-Up Securities: [Applicable/Not Applicable]

(Paragraph 1.2(a) of
Section 2 of the Additional
Conditions)

(ii) Step-Down Securities: [Applicable/Not Applicable]

(Paragraph 1.2(b) of
Section 2 of the Additional
Conditions)

(iii) Fixed to Floating Rate Securities: [Applicable/Not Applicable]

(Paragraph 1.3(a) of
Section 2 of the Additional
Conditions)

(iv) Fixed Interest Rate: [●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear]/

[OR]

Interest Period	Fixed Interest Rate
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] <i>(repeat as required)</i>	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear] <i>(repeat as required)</i>

[OR]

(for Swedish Securities, specify the following)

Interest Period	Fixed Interest Rate
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] <i>(repeat as required)</i>	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear] <i>(repeat as required)</i>

(v) Interest Period(s) subject only to Fixed Rate Securities Provisions: From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Date not being adjusted for any Business Day Convention)]

(repeat as required)

(for Swedish Securities, specify the following)

From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●]

(repeat as required)

- (vi) Interest Payment Date(s): [Each of the [●] day of [month], [month] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]]/[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]/ *[If item (xiii) (Capitalised Coupon) below applies include: Capitalised Coupon, as set out in item (xiii) (Capitalised Coupon) below.]*

(specify Interest Payment Dates to which only Fixed Rate Securities Provisions apply)

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

- (vii) Business Day Convention [Following Business Day Convention]/[Modified Following Business Day Convention/Modified Business Day Convention]/[Preceding Business Day Convention]/[No Adjustment/Unadjusted]

(delete as appropriate)

- (viii) Fixed Coupon Amount(s): [●] per Calculation Amount/[Not Applicable]

[OR]

Interest Period	Fixed Coupon Amount
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] <i>(repeat as required)</i>	[●] per Calculation Amount/[Not Applicable] <i>(repeat as required)</i>

[OR]

(for Swedish Securities, specify the following)

Interest Period	Fixed Coupon Amount
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and	[●] per Calculation Amount/[Not Applicable]

		including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (repeat as required)	(repeat as required)				
(ix)	Broken Amount(s):	[[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]/[Not Applicable] [OR]					
		<table><tr><th>Interest Payment Date(s)</th><th>Broken Amount</th></tr><tr><td>[●] (repeat as required)</td><td>[[●] per Calculation Amount]/[Not Applicable] (repeat as required)</td></tr></table>	Interest Payment Date(s)	Broken Amount	[●] (repeat as required)	[[●] per Calculation Amount]/[Not Applicable] (repeat as required)	
Interest Payment Date(s)	Broken Amount						
[●] (repeat as required)	[[●] per Calculation Amount]/[Not Applicable] (repeat as required)						
(x)	Day Count Fraction:	[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]					
(xi)	Additional Business Centre(s):	[●]					
(xii)	Party responsible for calculating the Interest Amount(s):	[●]/[Morgan Stanley & Co. International plc]					
(xiii)	Capitalised Coupon: (Paragraph 1.30 of Section 2 of the Additional Terms and Conditions)	[Applicable [- Negative Fixing Allowed]/Not Applicable]					
15.	Floating Rate Security Provisions	[Applicable. The Securities are [Floored]/[Capped]/[Collared] Floating Rate Securities]/[Not Applicable]					
	(General Condition 6)	(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)					
(i)	Floating to Fixed Rate Securities: (Paragraph 1.3(b) of Section 2 of the Additional Conditions)	[Applicable/Not Applicable]					
(ii)	Interest Payment Dates:	[Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]/ [If item (xviii) (Capitalised Coupon) below applies include: Capitalised Coupon, as set out in item (xviii) (Capitalised Coupon) below.]					

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

- (iii) Interest Period(s): *From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](repeat as required)*

(for Swedish Securities, specify the following)

From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

- (iv) Linear Interpolation: [Applicable in respect of the Interest Period: *(repeat applicable Interest Periods from above)*]/[Not Applicable]
(General Condition 6.4)

- (v) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)

- (vi) Additional Business Centre(s): [●]

- (vii) Manner in which the Floating Interest Rate(s) is/are to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]

(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)

[OR]

(specify the following if the Securities are "Floating to Fixed Rate Securities" or "Floating to Fixed Rate Switchable Securities" (for the relevant period(s) during which a floating rate is payable).

Interest Period	Floating Interest Rate
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (repeat as required)	[Screen Rate Determination]/[ISDA Determination]/[CMS Rate Determination]/[[●] per cent.] (repeat as required)

[OR]

(for Swedish Securities, specify the following)

Interest Period	Floating Interest Rate
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (repeat as required)	[Screen Rate Determination] [ISDA Determination] [CMS Rate Determination] [[●] per cent.] (repeat as required)

- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [●]/[Calculation Agent]
- (ix) Screen Rate Determination: [Applicable]/[Not Applicable]
- Reference Rate: [●]
 - Provisions specific to SOFR as Reference Rate - SOFR [Not Applicable]
[SOFR Compound with Lookback]

Benchmark (General Condition 6.8):	Lookback Days: ☒ U.S. Government Securities Business Days]	
	[SOFR Compound with Observation Period Shift	
	Observation Shift Days: ☒ U.S. Government Securities Business Days]	
	[SOFR Compound with Payment Delay	
	[Interest Payment Delay: ☒ U.S. Government Securities Business Days]]	
	[SOFR Index Average	
	SOFR Index_{Start}: ☒ U.S. Government Securities Business Days preceding the first date of the relevant Interest Period	
	SOFR Index_{End}: ☒ U.S. Government Securities Business Days preceding the Interest Period End Date relating to the relevant Interest Period	
	Observation Shift Days: ☒ U.S. Government Securities Business Days]	
	[Not Applicable]	
• Provisions specific to SONIA as Reference Rate – SONIA Benchmark (General Condition 6.9):	[SONIA Compound with Lookback	
	Lookback Days: ☒ London Banking Days]	
	[SONIA Compound with Observation Period Shift	
	Observation Shift Days: ☒ London Banking Days]	
	[SONIA Compound with Payment Delay	
	[SONIA Rate Cut-Off Date: ☒ London Banking Days]	
	[Interest Payment Delay: ☒ London Banking Days]]	
	[SONIA Index Average	
	Relevant Number: ☒	
	[Observation Shift Days: ☒ London Banking Days]]	
• Provisions specific to €STR as Reference Rate – €STR Benchmark (General Condition 6.10):	[€STR Compound with Lookback	
	Lookback Days: ☒ TARGET Settlement Days]	
	[€STR Compound with Observation Period Shift	
	Observation Shift Days: ☒ TARGET Settlement Days]	
	[€STR Compound with Payment Delay	
	[€STR Rate Cut-Off Date: ☒ TARGET Settlement Days]	

- [Interest Payment Delay: [●] TARGET Settlement Days]]

[€STR Index Average

Relevant Number: [●]

[Observation Shift Days: [●] TARGET Settlement Days]]
- Provisions specific to SARON as Reference Rate – SARON Benchmark (General Condition 6.11):

[SARON Compound with Lookback

Lookback Days: [●] Zurich Banking Days]

[SARON Compound with Observation Period Shift

Observation Shift Days: [●] Zurich Banking Days]

[SARON Compound with Payment Delay

[SARON Rate Cut-Off Date: [●] Zurich Banking Days]

[Interest Payment Delay: [●] Zurich Banking Days]]

[SAION Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Zurich Banking Days]]
- Provisions specific to TONA as Reference Rate – TONA Benchmark (General Condition 6.12):

[TONA Compound with Lookback

Lookback Days: [●] Tokyo Banking Days]

[TONA Compound with Observation Period Shift

Observation Shift Days: [●] Tokyo Banking Days]

[TONA Compound with Payment Delay

[TONA Rate Cut-Off Date: [●] Tokyo Banking Days]

[Interest Payment Delay: [●] Tokyo Banking Days]]

[TONA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Tokyo Banking Days]]
- Interest Determination Date(s):

[●]
- Designated Maturity:

[●]/[Not Applicable]
- Relevant Screen Page:

[●]
- Margin:

[[+/-][●] per cent. per annum]/[As specified in the Rate Table below]

- Interest Participation Rate: ☐/[As specified in the Rate Table below]

- [Rate Table:]

Rate Table		
Interest Payment Date(s)	Margin	Interest Participation Rate
☐ <i>(repeat as required)</i>	☐ per cent. annum <i>(repeat as required)</i>	☐ <i>(repeat as required)</i>

- (x) ISDA Determination: ☐[Applicable]/[Not Applicable]

- Floating Rate Option: ☐
- Designated Maturity: ☐/[Not Applicable] *(Only applicable where the Floating Rate Option is not an overnight rate)*
- Fixing Day: ☐
- Reset Date: ☐
- Overnight Floating Rate Option: ☐[Applicable]/[Not Applicable]
- Index Floating Rate Option: ☐[Applicable]/[Not Applicable]
- Overnight Rate Compounding Method: ☐[Not Applicable] *(Specify as Not Applicable if Averaging applies)*
☐[OIS Compounding]

☐[Daily Capped Rate and/or Daily Floored Rate:
☐[Applicable]/[Not Applicable]]

☐[Daily Capped Rate: ☐]

☐[Daily Floored Rate: ☐]

☐[Compounding with Lookback

☐[Lookback: ☐ Applicable Business Days]

☐[Daily Capped Rate and/or Daily Floored Rate:
☐[Applicable]/[Not Applicable]]

☐[Daily Capped Rate: ☐]

☐[Daily Floored Rate: ☐]

☐[Compounding with Observation Period Shift

☐Set-in-Advance: ☐[Applicable]/[Not Applicable]

- [Observation Period Shift: ☐ Observation Period Shift Business Days]
 - [Observation Period Shift Additional Business Days: ☐/[Not Applicable]]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: ☐ - [Daily Floored Rate: ☐
- [Compounding with Lockout]
 - [Lockout: ☐ Lockout Period Business Days]
 - [Lockout Period Business Days: ☐/[Applicable Business Days]]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: ☐ - [Daily Floored Rate: ☐
- [Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]
- Overnight Averaging Method:
 - Rate [Not Applicable] (*Specify as Not Applicable if Compounding applies*)
 - [Overnight Averaging]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: ☐ - [Daily Floored Rate: ☐
 - [Averaging with Lookback]
 - [Lookback: ☐ Applicable Business Days]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: ☐ - [Daily Floored Rate: ☐
 - [Averaging with Observation Period Shift]
 - Set-in-Advance: [Applicable]/[Not Applicable]
 - [Observation Period Shift: ☐ Observation Period Shift Business Days]
 - [Observation Period Shift Additional Business Days: ☐/[Not Applicable]]

- [Daily Capped Rate and/or Daily Floored Rate:
[Applicable]/[Not Applicable]]
 - [Daily Capped Rate: [●]]
 - [Daily Floored Rate: [●]]]
- [Averaging with Lockout
 - [Lockout: [●] Lockout Period Business Days]
 - [Lockout Period Business Days: [●]/[Applicable Business Days]]
 - [Daily Capped Rate and/or Daily Floored Rate:
[Applicable]/[Not Applicable]]
 - [Daily Capped Rate: [●]]
 - [Daily Floored Rate: [●]]]
- [Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]
- Index Method: [Not Applicable]
 - [Standard Index Method]
 - [Compounded Index Method]
 - [Compounded Index Method with Observation Period Shift
 - Set-in-Advance: [Applicable]/[Not Applicable]
 - [Observation Period Shift: [●] Observation Period Shift Business Days]
 - [Observation Period Shift Additional Business Days: [●]/[Not Applicable]]]
- Delayed Payment: [Applicable, with the specified number of days being [●] Business Days]/[Not Applicable]
- [2021 ISDA Definitions Linear Interpolation] [Applicable]/[Not Applicable]
- Unscheduled Holiday: [Applicable]/[Not Applicable]
- [Period End Date/Termination Date adjustment for Unscheduled Holiday:] [Applicable]/[Not Applicable]
- [Non-Representative:] [Applicable]/[Not Applicable]
- [Successor Benchmark:] [●]
 - Successor Benchmark Effective Date: [●]]

- [TEC10 Adjustment: [Applicable][Not Applicable]]
(Only include where the TEC10 is the underlying)
- If ISDA Determination applies, ISDA Bespoke Fallbacks to apply in priority to other fallbacks in General Condition 6.20: [Yes]/[No]
- Margin: [[+/-][●] per cent. per annum]/[As specified in the Rate Table below]
- Interest Participation Rate: [●]/[As specified in the Rate Table below]

• [Rate Table:]

Rate Table		
Interest Payment Date(s)	Margin	Interest Participation Rate
[●] (repeat as required)	[[+/-][●] per cent. per annum] (repeat as required)	[●] (repeat as required)

- (xi) CMS Rate Determination: [Applicable]/[Not Applicable]
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- CMS Interest Rate: [Single CMS Rate] [Spread CMS Rate]
[CMS Reference Rate [1]] [CMS Reference Rate 2] (If CMS Interest Rate is "Spread CMS Rate", insert this column and heading "CMS Reference Rate 2")
(If CMS Interest Rate is "Spread CMS Rate", insert this column and heading "CMS Reference Rate 1")
- Specified Swap Rate: [the swap rate/mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]
[the swap rate/mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]
- Reference Currency: [●] [●]

- Designated Maturity: [●] [month[s]/year[s]] [●] [month[s]/year[s]]
- Relevant Screen Page: [●] [●]
- Relevant Time: [●] [●]
- Interest Determination Date(s): [Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second TARGET Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable] [Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second TARGET Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]
- Fallback Rate Determination: [Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable] [Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable]
 Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable]
 Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable]
 [Reference Banks: [●]]
- Specified Fixed Leg *(for determination of Mid-Market Quotations if specified to be applicable)*: [annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg] [annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]
- Fixed Leg Day Count Basis: [Actual/Actual ICMA]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed]/[Actual/365L]/[Actual/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1] [Actual/Actual ICMA]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed]/[Actual/365L]/[Actual/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

- Floating Leg Day Count Basis: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1] (ISDA)]/[1/1]
- Floating Leg Rate Option: [●] [●]
- Margin [1]: (If CMS Interest Rate is "Spread CMS Rate", insert "Margin 1") [●]/[As specified in the Rate Table below]
- Margin 2: [●]/[As specified in the Rate Table below] (Specify "Margin 2" if CMS Interest Rate is "Spread CMS Rate", otherwise, delete this paragraph)
- Interest Participation Rate [1]: (If CMS Interest Rate is "Spread CMS Rate", insert "Interest Participation Rate 1") [●]/[As specified in the Rate Table below]
- Interest Participation Rate 2: [●]/[As specified in the Rate Table below] (Specify "Interest Participation Rate 2" if CMS Interest Rate is "Spread CMS Rate", otherwise delete this paragraph)

• [Rate Table:]	Rate Table				
	Interest Payment Date	[Margin [1]]	[Margin 2]	[Interest Participation Rate [1]]	[Interest Participation Rate 2]
	[●] (repeat as required)	[●] (repeat as required)	[●] (repeat as required)	[●] (repeat as required)	[●] (repeat as required)

- (xii) Minimum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

(Specify if Securities are Floored Floating Rate Securities or Collared Floating Rate Securities, otherwise specify "Not Applicable")

- (xiii) Maximum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

(specify if Securities are Capped Floating Rate Securities or Collared Floating Rate Securities, otherwise specify "Not Applicable")

- (xiv) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L)]/[Actual/360)]/[30/360)]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360)]/[Bond Basis)]/[30E/360)]/[Eurobond Basis)]/[30E/360 (ISDA)]/[1/1]

- (xv) [Other Relevant Rates Benchmark: [●] (*specify any applicable Relevant Rates Benchmark Rate which is not a Reference Rate. Otherwise delete line*)

- (xvi) Alternative Pre-nominated Reference Rate: [*specify*]/[Not Applicable] (*specify in respect of each Relevant Rates Benchmark*)

- (xvii) Correction Cut-Off Time: [●]/[As set out in the Conditions]/[Not Applicable] (*specify per rate as required*)

- (xviii) Capitalised Coupon [Applicable [-Negative Fixing Allowed] /Not Applicable]

(Paragraph 1.30 of Section 2 of the Additional Terms and Conditions)

16. **Range Accrual Securities:** [Applicable. The Securities are [Floored]/[Capped]/[Collared] Range Accrual Securities]/[Not Applicable]

General Conditions 5 and 6 and Paragraph 1.8 of Section 2 of the Additional Conditions) (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- (i) Coupon Rate: [Fixed Interest Rate]/[Floating Interest Rate]

[OR]

Interest Period	Coupon Rate
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not	[Fixed Interest Rate]/[Floating Interest Rate] <i>(repeat as required)</i>

being adjusted for any Business Day Convention)] (repeat as required)	

[OR]

(for Swedish Securities, specify the following)

Interest Period	Coupon Rate
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (repeat as required)	[Fixed Interest Rate]/[Floating Interest Rate] (repeat as required)

- Fixed Interest Rate: In respect of the Interest Period ending on [and including]/[but excluding] [●], [●] per cent. per annum/[Not Applicable]

(if Fixed Interest Rate is applicable, insert drafting Schedule 1 (Additional Provisions for Determination of Fixed Interest Rate))

(repeat as required)

- Manner in which the Floating Interest Rate is to be determined: In respect of the Interest Period ending on [and including]/[but excluding] [●], [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]

(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)

(repeat as required)

- (ii) Interest Payment Date(s) subject to the Range Accrual Security Provisions: [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted] [If item (xxiii) (Capitalised Coupon) below applies include: Capitalised Coupon, as set out in item (xxiii) (Capitalised Coupon) below]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

- (iii) Business Day Convention: [Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)

- (iv) Interest Period(s) subject to the Range Accrual Security Provisions: From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](*repeat as required*)

(for Swedish Securities, specify the following)

From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●]

(repeat as required)

- (v) Additional Business Centre(s): [●]

- (vi) Accrual Condition: [Single Barrier Range Accrual is applicable: Accrual Reference Observation [greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the Coupon Barrier Value]

[OR]

[Dual Barrier Range Accrual is applicable: Accrual Reference Observation [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value]

[OR]

[Accrual Reference Observation [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value]

(vii) Coupon Barrier Value: [Not Applicable]/[●] per cent.

[OR]

Interest Determination Date falling on:	Coupon Barrier Value
[●] <i>(repeat as required)</i>	[●] per cent. <i>(repeat as required)</i>

(viii) Lower Barrier Value: [Not Applicable]/[●] per cent.

[OR]

Interest Determination Date falling on:	Lower Barrier Value
[●] <i>(repeat as required)</i>	[Not Applicable]/ [●] per cent. <i>(repeat as required)</i>

(ix) Upper Barrier Value: [Not Applicable]/[●] per cent.

[OR]

Interest Determination Date falling on:	Upper Barrier Value
[●] <i>(repeat as required)</i>	[Not Applicable]/ [●] per cent. <i>(repeat as required)</i>

(x) Accrual Observation Day: [calendar day]/[Accrual Business Day]

(xi) Accrual Period: [Each Interest Period]/

[In respect of each Scheduled Interest Payment Date, the period commencing on (and including) the Accrual Period Start Date falling immediately prior to such Scheduled Interest Payment Date and ending on (but excluding) the Accrual Period End Date on which such Scheduled Interest Payment Date falls]

- Accrual Period Start Date: [Interest Commencement Date] [and] [each Scheduled Interest Payment Date other than any Scheduled Interest Payment Date falling on the Scheduled Maturity Date/each Interest Payment Date other than any Interest Payment Date falling on the Maturity Date]/[●]/[Not Applicable]

- Accrual Period End Date: [in respect of each Accrual Period Start Date, the Scheduled Interest Payment Date immediately following such Accrual Period Start Date]/[in respect of each Accrual Period Start Date,

			the Interest Payment Date immediately following such Accrual Period Start Date]/[●]/[Not Applicable]
	[– Scheduled Interest Payment Date(s):]	[●]	<i>(delete if Not Applicable)</i>
	[– Scheduled Maturity Date:]	[●]	<i>(delete if Not Applicable)</i>
(xii)	Accrual Observation:	Reference	[single Underlying Rate] [sum of Underlying Rate 1 plus Underlying Rate 2] [difference between Underlying Rate 1 minus Underlying Rate 2]
(xiii)	Underlying Rate:		[Fixed Interest Rate]/[Floating Interest Rate]/[specify other Reference Rate]/[Not Applicable] <i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	• Fixed Rate:	Interest	[●] per cent. per annum]/[Not Applicable] <i>(if Fixed Interest Rate is applicable, insert drafting Schedule 1 (Additional Provisions for Determination of Fixed Interest Rate))</i>
	• Manner in which the Floating Interest Rate is to be determined:		[Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable] <i>(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)</i>
(xiv)	Underlying Rate 1:		[Fixed Interest Rate]/[Floating Interest Rate]/[specify other Reference Rate]/[Not Applicable] <i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	• Fixed Rate:	Interest	[[●] per cent. per annum]/[Not Applicable] <i>(if Fixed Interest Rate is applicable, insert drafting Schedule 1 (Additional Provisions for Determination of Fixed Interest Rate))</i>
	• Manner in which the Floating Interest Rate is to be determined:		[Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable] <i>(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)</i>
(xv)	Underlying Rate 2:		[Fixed Interest Rate]/[Floating Interest Rate]/[specify other Reference Rate]/[Not Applicable] <i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	• Fixed Rate:	Interest	[[●] per cent. per annum]/[Not Applicable]

- (if Fixed Interest Rate is applicable, insert drafting Schedule 1 (Additional Provisions for Determination of Fixed Interest Rate))*
- Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
- (xvi) Rate Cut-Off Date: [Default Rate Cut-Off Date]/[Specified Rate Cut-Off Date: *[insert number]*] [Accrual Business Days/calendar days] falling prior to the Accrual Period End Date for each Accrual Period
- Accrual Business Day Centre(s): [●]/[Not Applicable]
- (xvii) Minimum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
(specify if Securities are Floored Range Accrual Securities or Collared Range Accrual Securities, otherwise specify "Not Applicable")
- (xviii) Maximum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
(Specify if Securities are Capped Range Accrual Securities or Collared Range Accrual Securities, otherwise specify "Not Applicable")
- (xix) Day Count Fraction: [Actual/Actual ICMA]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
- (xx) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s): [●]/[Calculation Agent]
- (xxi) Cap: [[●] per cent. per annum]/[Not Applicable]
- (xxii) Floor: [[●] per cent. per annum]/[Not Applicable]
- (xxiii) Capitalised Coupon: [Applicable [- Negative Fixing Allowed] /Not Applicable]
- (Paragraph 1.30 of Section 2 of the Additional Terms and Conditions)

17. **Barrier Securities:** [Applicable/Not Applicable]
- (Paragraph 1.9 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Coupon Barrier Value: [●] per cent.
[OR]
- | Interest Determination Date falling on: | Coupon Barrier Value |
|---|--|
| [●]
<i>(repeat as required)</i> | [●] per cent.
<i>(repeat as required)</i> |
- (ii) Reference Rate: [●]
- (iii) Manner in which the Floating Interest Rate(s) is/are to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
- (iv) Party responsible for determining the Reference Rate: [●]/[Calculation Agent]
- (v) Interest Determination Date(s): [●]
- (vi) Interest will be payable on the Securities if, as of the relevant Interest Determination Date, the Reference Rate is: [greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the Coupon Barrier Value.
(delete as appropriate)
18. **Steepener Securities:** [Applicable/Not Applicable]
- (Paragraph 1.10 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Payment Date(s) subject to the Steeper Security Provisions: [Each of the [●] day of [month], [month] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]/[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)
- (ii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)

- (iii) Interest Period(s) subject to the Steeper Security Provisions: From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](*repeat as required*)

(for Swedish Securities, specify the following)

From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

- (iv) Additional Business Centre(s): [●]
- (v) Spread: [●]/[Not Applicable]
- (vi) Leverage 1: [●] per cent.
- (vii) Leverage 2: [●] per cent.
- (viii) Party responsible for determining the Reference Rate: [●]/[Calculation Agent]
- (ix) Rate 1: [Fixed Interest Rate]/[Floating Interest Rate]
- Fixed Interest Rate: [[●] per cent. per annum]/[Not Applicable]
 - Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]

(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)

- (x) Rate 2: [Fixed Interest Rate]/[Floating Interest Rate]
- Fixed Interest Rate: [[●] per cent. per annum]/[Not Applicable]
 - Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
- (xi) Day Count Fraction: [Actual/Actual ICMA)/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
- (xii) Cap: [[●] per cent. per annum]/[Not Applicable]
- (xiii) Floor: [[●] per cent. per annum]/[Not Applicable]
- (xiv) Curve Cap: [Applicable]/[Not Applicable] (if Not Applicable, delete the sub-paragraphs of this paragraph)
- Leverage 3: [●]
 - Rate 3: [Fixed Interest Rate]/[Floating Interest Rate]
 - Fixed Interest Rate: [[●] per cent. per annum]/[Not Applicable]
 - Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
 - Curve Cap Spread: [●] per cent./[Not Applicable]
19. **Digital Option Securities:** [Applicable/Not Applicable]
- (Paragraph 1.11 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Payment Date(s) subject to the Digital Option Security Provisions: [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

- (ii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
(delete as appropriate)
- (iii) Interest Period(s) subject to the Digital Option Security Provisions: From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](*repeat as required*)
(for Swedish Securities, specify the following)
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
(repeat as required)
- (iv) Additional Business Centre(s): [●]
- (v) Leverage: [[+/-][●] per cent.]/[Not Applicable]
- (vi) Margin: [●]
- (vii) Reference Rate: [Fixed Interest Rate]/[Floating Interest Rate]
- Fixed Interest Rate: [[●] per cent. per annum]/[Not Applicable]

- Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
- (viii) Cap: [[●] per cent. per annum]/[Not Applicable]
- (ix) Floor: [[●] per cent. per annum]/[Not Applicable]
- (x) Digital Condition: Digital Reference Rate [greater than]/[greater than or equal to]/[less than or equal to]/[less than] Strike 1 and Digital Reference Rate [greater than]/[greater than or equal to]/[less than or equal to]/[less than] Strike 2
 - Strike 1: [●]
 - Strike 2: [●]
- (xi) Digital Condition Determination Date(s): [●]

[OR]

Interest Period	Digital Condition Determination Date
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

[OR]

(for Swedish Securities, specify)

Interest Period	Digital Condition Determination Date
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to	[●] <i>(repeat as required)</i>

fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (repeat as required)	

(xii) Digital Reference Rate:

- (a) Leverage 1: [[+/-][●] per cent.]/[Not Applicable]
- (b) Leverage 2: [[+/-][●] per cent.]/[Not Applicable]
- (c) Rate 1: [Fixed Interest Rate]/[Floating Interest Rate]
- Fixed Interest Rate: [[●] per cent. per annum]/[Not Applicable]
 - Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
- (d) Rate 2: [Fixed Interest Rate]/[Floating Interest Rate]
- Fixed Interest Rate: [[●] per cent. per annum]/[Not Applicable]
 - Manner in which the Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
- (e) Spread: [●]

(xiii) Digital Condition Fixed Rate: [[●] per cent. per annum]/[Not Applicable]

[OR]

Interest Period	Digital Condition Fixed Rate
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]	[[●] per cent. per annum] (repeat as required)

(repeat as required)

[OR]

for Swedish Securities, specify the following:

Interest Period	Digital Condition Fixed Rate
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]	[[●] per cent. per annum] (repeat as required)
(repeat as required)	

(xiv) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

20. **Inverse Floater Securities:** [Applicable/Not Applicable]

(Paragraph 1.12 of Section 2 of the Additional Conditions) (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Interest Payment Date(s) subject to the Inverse Floater Security Provisions: [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

(ii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (repeat as required)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

		[Following Business Day Convention]/
		[Modified Following Business Day Convention]/[Modified Business Day Convention]/
		[Preceding Business Day Convention]/
		[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (<i>repeat as required</i>)]/Floating Rate Convention]/[Eurodollar Convention]
		(<i>delete as appropriate</i>)
(iii)	Interest Period(s) subject to the Inverse Floater Security Provisions:	From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](<i>repeat as required</i>)
		(<i>for Swedish Securities, specify the following</i>)
		From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
		(<i>repeat as required</i>)
(iv)	Additional Business Centre(s):	[●]
(v)	Fixed Interest Rate:	(<i>insert drafting Schedule 1 (Additional Provisions for Determination of Fixed Interest Rate) hereto</i>)
(vi)	Manner in which Floating Interest Rate is to be determined:	[Screen Rate Determination]/[ISDA Determination]/[CMS Rate Determination]
		(<i>insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto</i>)
(vii)	Leverage:	[[+/-][●] per cent.]/[Not Applicable]
(viii)	Cap:	[[●] per cent. per annum]/[Not Applicable]
(ix)	Floor:	[[●] per cent. per annum]/[Not Applicable]
21.	Switchable Securities:	[Applicable]/[Not Applicable]
		(<i>if Not Applicable, delete the following sub-paragraph</i>)
		[Fixed to Floating Rate Switchable Securities]/[Floating to Fixed Rate Switchable Securities]
	(Paragraph 1.13 of Section 2 of the Additional Conditions)	(<i>if Not Applicable, delete the remaining sub-paragraphs of this paragraph</i>)
(i)	Interest Payment Date(s) subject to the Switchable Security Provisions:	[Each of the [●] day of [month], [month] (<i>repeat as required</i>) in each calendar year from (and including) [●] to (and including) [●]/[●] (<i>specify dates</i>) [, each] [, adjusted in

accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

- (ii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (repeat as required)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (repeat as required)]/Floating Rate Convention]/[Eurodollar Convention]
(delete as appropriate)
- (iii) Interest Period(s) subject to the Switchable Security Provisions: From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](repeat as required)
(for Swedish Securities, specify the following)
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
(repeat as required)
- (iv) Additional Business Centre(s): [●]/[Not Applicable]
- (v) Conversion Exercise Date: [Each Interest Payment Date]/[●]
- (vi) Conversion Notice Cut-Off Date: [Default Conversion Notice Cut-Off Date]/[●]
- (vii) Fixed Interest Rate: [●] per cent. per annum

(insert drafting Schedule 1 (Additional Provisions for Determination of Fixed Interest Rate) hereto)

- (viii) Manner in which Floating Interest Rate is to be determined: [Screen Rate Determination]/[ISDA Determination]/[CMS Rate Determination]
(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for Determination of Floating Interest Rate) hereto)
22. **Zero Coupon Security Provisions** [Applicable/Not Applicable]
(General Condition 7) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [●] per cent. per annum
- (ii) Reference Price: [●]
- (iii) Accrued Value Commencement Date: [●]/[Not Applicable]
- (iv) Compounded Zero Coupon Securities: [Applicable/Not Applicable] *(One of either Compounded or Linear Zero Coupon Securities must be Applicable)*
- (v) Linear Zero Coupon Securities: [Applicable/Not Applicable]
23. **Regular Coupon** [Applicable/Not Applicable] / [See item 26(B) *(specify if Regular Coupon applies and any of Fixed Rate Security Provisions, Inflation Adjustment and/or Bonus Additional Coupon Amount under Paragraph 1.15 of Section 2 of the Additional Conditions applies, in which case complete item 26(B))*]
- (Paragraph 1.15 of Section 2 of the Additional Conditions) *(if Not Applicable or see item 26(B) applies, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Payment Date(s): [Each of the [●] day of [month], [month] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]/[[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]
- (ii) Coupon Rate: [[●] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- [OR]
- | Interest
Date | Payment | Coupon Rate |
|-----------------------------|---------|---|
| [●] | | [●] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not |
| <i>(repeat as required)</i> | | |

more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

(*repeat as required*)

- (iii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
- (*delete as appropriate*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE ON PREFERENCE SHARE-LINKED SECURITIES

[If the Securities are not Preference Share-Linked Securities replace paragraphs 24 to 28 with the following:
Not Applicable - Paragraphs 24 to 28 are intentionally left blank.]

24. **No Interest:** [Applicable/Not Applicable]
(Paragraph 1.1(a) of Section 3 of the Additional Conditions)
25. **Regular Coupon:** [Applicable/Not Applicable]
(Paragraph 1.1(c) of Section 3 of the Additional Conditions) (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Interest Payment Dates: [Each of the [●] day of [month], [month] (*repeat as required*) in each calendar year from (and including) [●] to (and including) [●]]/[●] (*specify dates*), each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]
- (*For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustments or (ii) not adjusted*)

(ii) Coupon Rate:

Interest Payment Date	Coupon Rate
[●] <i>(repeat as required)</i>	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>(insert website address)</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] <i>(repeat as required)</i>

(iii) Interest Period(s):

From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

(for Swedish Securities, specify the following)

From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

(iv) Business Day Convention:

[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(*delete as appropriate*)

26. **Barrier Conditional Coupon:**

[Applicable/Not Applicable]

(Paragraph 1.1(b) of Section 3 of the Additional Conditions)

(*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Interest Payment Dates:

[●] (*specify*) [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(ii) Interest Amount is payable if Knock-in Value as of:

the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the relevant Coupon Barrier Value

(*delete as appropriate*)

(iii) Knock-in Value:

is the Relevant Underlying Value

(iv) Coupon Rate:

Interest Determination Date	Coupon Rate
[●] (<i>repeat as required</i>)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (<i>repeat as required</i>)

(v) Coupon Barrier Value:

[[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [●] (<i>repeat as required</i>)	[[●]/[●] per cent. of Initial Reference Value] (<i>repeat as required</i>)

(vi) Barrier Date(s):

Observation [●]/[Not Applicable]

[OR]

Interest Determination Date	Barrier Observation Date
In respect of the Interest Determination Date falling on [●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

(vii) Barrier Observation Period: [●]/[Not Applicable]

[OR]

Interest Determination Date	Barrier Observation Period
[●] <i>(repeat as required)</i>	[From and including the [Barrier Observation Period Start Date] to but excluding the [Barrier Observation Period End Date]]/[Barrier Observation Period Date] <i>(repeat as required)</i>

(viii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)

(ix) Initial Reference Value: [●]/[Not Applicable]

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]

27. **Memory Barrier Conditional Coupon:** [Applicable/Not Applicable]

(Paragraph 1.1(d) of Section 3 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Interest Payment Dates: [●] (*specify*) [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]
- (ii) Interest Amount is payable if Knock-in Value as of: the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the relevant Coupon Barrier Value
(delete as appropriate)
- (iii) Knock-in Value: is the Relevant Underlying Value
- (iv) Coupon Rate_j: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Determination Date	Coupon Rate _j	Upper Coupon Rate	Lower Coupon Rate	N
[●] <i>(repeat as required)</i>	[[Not Applicable] /[●]/[100] per cent.] /[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days	[●]	[●]	[●] <i>[Insert the number of calendar days from, and including, the Issue Date to, but excluding, the Maturity Date]</i>

	thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)			

- (v) Coupon Barrier Value [[●]/[●] per cent. of Initial Reference Value]
[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [●] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

- (vi) Interest Date(s): Determination [●]

- (vii) Barrier Date(s): Observation [●]/[Not Applicable]

[OR]

Interest Determination Date	Barrier Observation Date
In respect of the Interest Determination Date falling on [●] (repeat as required)	[●] (repeat as required)

- (viii) Barrier Period: Observation [●]/[Not Applicable]

[OR]

Interest Determination Date	Barrier Observation Period
[●] <i>(repeat as required)</i>	[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [Common] Scheduled Trading Day beginning on (and including) [●] and ending on (but excluding) [●]]/[subject to adjustment in accordance with [Condition 9.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>)]] <i>(repeat as required)</i>

- (ix) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)
- (x) Initial Reference Value: [●]/[Not Applicable]
- Initial Reference Value Determination Date(s): [●]/[Not Applicable]

28. **Range Accrual Coupon:** [Applicable/Not Applicable]

(Paragraph 1.1(e) of Section 3 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Coupon Rate:

Interest Determination Date	Coupon Rate
[date] <i>(repeat as required)</i>	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>[insert website address]</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] <i>(repeat as required)</i>

(ii) Elections for definition of "Number of Observation Days (Barrier Condition Satisfied)":

[Single Barrier Range Accrual is applicable. The Determination Agent will determine in respect of each Interest Period the number of Observation Days in such Interest Period on which the Knock-in Value is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Coupon Barrier Value]

[OR]

[Dual Barrier Range Accrual is applicable. The Determination Agent will determine in respect of each Interest Period the number of Observation Days in such Interest Period on which the Knock-in Value is [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value]

(delete as appropriate)

(iii) Knock-in Value:

is the Relevant Underlying Value

(iv) Observation Date(s):

[●]/[Each [[Common]Scheduled Trading Day beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*)]]

(v) Coupon Barrier Value:

[Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] <i>(repeat as required)</i>	[[●]/[●] per cent. of Initial Reference Value] <i>(repeat as required)</i>

- (vi) Upper Coupon Barrier [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]
Value:

[OR]

Interest Determination Date	Upper Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] <i>(repeat as required)</i>	[[●]/[●] per cent. of Initial Reference Value] <i>(repeat as required)</i>

- (vii) Lower Coupon Barrier [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]
Value:

[OR]

Interest Determination Date	Lower Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] <i>(repeat as required)</i>	[[●]/[●] per cent. of Initial Reference Value] <i>(repeat as required)</i>

- (viii) Relevant Factor: [●]

- (ix) Interest Determination Date(s): [●]

- (x) Interest Payment Date(s): [Each of the [●] day of [month], [month] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]]/[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

[[Scheduled Interest Payment Date [is]/[are]] [●]]

- (xi) Interest Period(s): From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

- (xii) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(*delete as appropriate*)

(xiii) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

(xiv) Initial Reference Value: [●]/[Not Applicable]

• Initial Reference Value Determination Date(s): [●]/[Not Applicable]

29. PROVISIONS RELATING TO THE RELEVANT UNDERLYING(S)

[Applicable] / [Not Applicable]

(If applicable in the case of Securities other than Multi Asset Basket Securities and there are different Relevant Underlying types for the purposes of (as applicable) General Condition 16.12 (Automatic Early Redemption Event), Sub-Section I (Interest) of Section 2 of the Additional Conditions, Sub-Section II (Automatic Early Redemption (Autocall)) of Section 2 of the Additional Conditions and/or Sub-Section III (Redemption at Maturity) of Section 2 of the Additional Conditions, specify as applicable below.)

(If applicable in the case of Multi Asset Basket Securities, apply and complete each relevant section below depending on the type of Relevant Underlyings in the Basket and whether there is a single Relevant Underlying of that type or more than one)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(A) **Share-Linked Securities:** [Applicable [for the purposes of [Sub-Section II (*Interest*) of Section 2 of the Additional Conditions]/[Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 of the Additional Conditions]/[Sub-Section III (*Redemption at Maturity*)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (*Automatic Early Redemption Event*)]/[other specify]]/Not Applicable]

(General Condition 9) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Whether the Securities relate to a single share or a basket of shares (each, a **"Share"**): [Single Share-Linked Securities]/[Share Basket-Linked Securities]
- (if Single Share-Linked Securities, delete sub-paragraph (a) below)*
- (a) Scheduled Trading Days and Disrupted Days: [Common Scheduled Trading Days and Common Disrupted Days: Applicable]
- [Individual Scheduled Trading Days and Individual Disrupted Days: Applicable]
- [Common Scheduled Trading Days and Individual Disrupted Days: Applicable]
- (select one as appropriate and delete other two)*
- (ii) The identity of the relevant issuer(s) (each an **"Underlying Issuer"**), class of the Share and ISINs or other security identification code for the Share:
- (a) Share/Shares: [common stock of] [●](ISIN: [●]) (Bloomberg code [●]) *(repeat as required)*
- (b) Share Issuer(s): [●] *(repeat as required)*
- (c) Closing Value (Italian Reference Price): [Applicable]/[Not Applicable]
- (insert (d) and (e) below for ADRs/GDRs)*
- (d) [Underlying Share/Shares: (ISIN: [●]) (Bloomberg code [●]) *(repeat as required)*
- (e) Underlying Share Issuer(s): [●] *(repeat as required)*
- (if multiple Shares include description in a table)*
- (iii) Partial Lookthrough Depositary Receipt Provisions: [Applicable/Not Applicable]
- (iv) Early Redemption Amount following an Early Redemption (Partial Lookthrough Depositary Receipt Provisions): [[Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Potential Adjustment Event) – Fair Market Value] shall apply]/[Not Applicable]
- (Note – for issuances of Securities to retail investors, "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs" may not be selected)*
- (General Condition 9.7)
- (v) Full Lookthrough Depositary Receipt Provisions: [Applicable/Not Applicable]
- (vi) Early Redemption Amount following an Early Redemption (Full Lookthrough Depositary Receipt Provisions): [[Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Potential Adjustment Event) – Fair Market Value] shall apply]/[Not Applicable]
- (Note – for issuances of Securities to retail investors, "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs" may not be selected)*
- (General Condition 9.8)

(vii) Exchange(s): [●] (*Specify*)/As specified in General Condition 9.9 (*Definitions applicable to Equity-Linked Securities*)

(viii) Related Exchange(s): [●]/[All Exchanges]

[OR]

Share	Related Exchange(s)
[●] (repeat as required)	[●]/[All Exchanges] (repeat as required)

(ix) Determination Time: [●]/As per General Condition 9.9 (*Definitions applicable to Equity-Linked Securities*)

(x) Early Redemption Amount following an Early Redemption (Merger Event or Tender Offer): [[Merger Event Settlement Amount – Fair Market Value Less Costs]/[Merger Event Settlement Amount – Fair Market Value] shall apply]/[Not Applicable]

(General Condition 9.4(a)) [[Tender Offer Settlement Amount – Fair Market Value Less Costs]/[Tender Offer Settlement Amount – Fair Market Value] shall apply]/[Not Applicable]

(Note – for issuances of Securities to retail investors, "Merger Event Settlement Amount – Fair Market Value Less Costs" and "Tender Offer Settlement Amount – Fair Market Value Less Costs" may not be selected)

(xi) Early Redemption Amount following an Early Redemption (Nationalisation, Insolvency and Delisting): [[Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value Less Costs]/[Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value] shall apply]/[Not Applicable]

(General Condition 9.4(b)) (Note – for issuances of Securities to retail investors, "Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value Less Costs" may not be selected)

(xii) Additional Disruption Event(s): [[Change in Law] [./and] [Hedging Disruption] [./and] [Loss of Stock Borrow] [./and] [Increased Cost of Hedging] [./and] [Insolvency Filing] shall apply]/[Not Applicable]

(General Condition 9.6) (delete any which are not applicable)

(xiii) Early Redemption Amount following an Early Redemption (Additional Disruption Events): [[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply]/[Not Applicable]

(General Condition 9.6) (Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)

(xiv) Correction Cut Off Time: [●]/[within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date, as applicable]

(General Condition 9.3(b))

(xv) Weighting for each Share comprised in the Basket: [●]/[Not Applicable]

[OR]

Share	Weighting
[●] <i>(repeat as required)</i>	[●] [per cent.] <i>(repeat as required)</i>

(B) **Index-Linked Securities:**

[Applicable [for the purposes of [Sub-Section II (*Interest*) of Section 2 of the Additional Conditions]/[Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 of the Additional Conditions]/[Sub-Section III (*Redemption at Maturity*)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (*Automatic Early Redemption Event*)]/[other specify]]]/[Not Applicable]

(General Condition 9)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Type of Securities:

[Single Index-Linked Securities]

[Index Basket-Linked Securities]

(if Single Index-Linked Securities, delete sub-paragraph (a) below)

(a) Scheduled Trading Days and Disrupted Days:

[Common Scheduled Trading Days and Common Disrupted Days: Applicable]

[Individual Scheduled Trading Days and Individual Disrupted Days: Applicable]

[Common Scheduled Trading Days and Individual Disrupted Days: Applicable]

(select one as appropriate and delete other two)

(ii) Index/Indices:

[●] [[, which is a Multi-Exchange Index]; (Bloomberg Code [●])]

(repeat as required)

(Specify Index for Single Index-Linked Securities, and specify each of Indices for Index Basket-Linked Securities)

(iii) Exchange(s):

[●] (*Specify*)/As specified in General Condition 9.9 (*Definitions applicable to Equity-Linked Securities*)

[OR]

Index	Exchange
[●] <i>(repeat as required)</i>	[●] (<i>Specify</i>)/As specified in General Condition 9.9 (<i>Definitions applicable to Equity-Linked Securities</i>) <i>(repeat as required)</i>

(iv) Related Exchange(s):

[●]/[All Exchanges]

[OR]

Index	Related Exchange(s)
[●]	[●]/[All Exchanges]
<i>(repeat as required)</i>	<i>(repeat as required)</i>

- (v) Determination Time: [●]/As per General Condition 9.9 (*Definitions applicable to Equity-Linked Securities*)
- (vi) Benchmark Trigger Provisions: [Applicable]/[Not Applicable]
- (vii) Alternative Pre-nominated Index: [None] [*Specify*]
- (viii) Index Cancellation or Administrator/Benchmark Event (General Condition 9.2(b)) Benchmark Trigger Provisions are [Applicable]/[Not Applicable]
Alternative Pre-nominated Index: [None] [*Specify*]
- (ix) Redemption for Index Adjustment Event: Benchmark Trigger Provisions are [Applicable]/[Not Applicable]
(General Condition 9.2(d)) Alternative Pre-nominated Index: [None] [*Specify*]

[[Early Redemption Amount (Index Cancellation) – Fair Market Value Less Costs]/[Early Redemption Amount (Index Cancellation) – Fair Market Value] shall apply]/[Not Applicable]

[*(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Index Cancellation) – Fair Market Value Less Costs" may not be selected)*]
- (x) Additional Disruption Event(s): [[Change in Law] [./and] [Hedging Disruption] [./and] [Increased Cost of Hedging] [./and] [Insolvency Filing] shall apply]/[Not Applicable]
(General Condition 9.6) *(delete any which are not applicable)*
- (xi) Early Redemption Amount following an Early Redemption (Additional Disruption Events): [[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply]/[Not Applicable]
(General Condition 9.6) *(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)*
- (xii) Correction Cut Off Time: [●]/[within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date, as applicable]
(General Condition 9.2(e))
- (xiii) Weighting for each Index comprised in the Basket: [●]/[Not Applicable]

[OR]

Index	Weighting
[●]	[●] [per cent.]
<i>(repeat as required)</i>	<i>(repeat as required)</i>

(C) **ETF-Linked Securities:**

[Applicable [for the purposes of [Sub-Section II (*Interest*) of Section 2 of the Additional Conditions]/[Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 of the Additional Conditions]/[Sub-Section III (*Redemption at Maturity*)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (*Automatic Early Redemption Event*)]/[other specify]]/Not Applicable]

(General Condition 9) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Whether the Securities relate to a single ETF or a basket of ETFs (each, an "ETF": [Single ETF-Linked Securities]

[ETF Basket-Linked Securities]

(if Single ETF-Linked Securities, delete sub-paragraph (a) below)

(a) Scheduled Trading Days and Disrupted Days: [Common Scheduled Trading Days and Common Disrupted Days: Applicable]

[Individual Scheduled Trading Days and Individual Disrupted Days: Applicable]

[Common Scheduled Trading Days and Individual Disrupted Days: Applicable]

(select one as appropriate and delete other two)

(ii) Names of each ETF Interest and the identity of the related ETF: [●] (*specify ETF Interest(s) and ETF(s)*), (Bloomberg Code [●])

(repeat as required)

(iii) Exchange(s): [●] (*Specify*)/As specified in General Condition 9.9 (*Definitions applicable to Equity-Linked Securities*)

(iv) Related Exchange(s): [●]/[All Exchanges]

[OR]

ETF	Related Exchange(s)
[●]	[●]/[All Exchanges]
<i>(repeat as required)</i>	<i>(repeat as required)</i>

(v) Determination Time: [●] As per General Condition 9.9

(vi) Additional Disruption Event(s): [[Change in Law] [./and] [Hedging Disruption] [./and] [Loss of Stock Borrow] [./and] [Increased Cost of Hedging] [./and] [Increased Regulatory Capital] [./and] [Insolvency Filing] shall apply]/[Not Applicable]

(General Condition 9.6)

(delete any which are not applicable)

- (vii) Early Redemption Amount following an Early Redemption (Additional Disruption Events): ☐ [Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply]/[Not Applicable]
- (General Condition 9.6) *(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)*
- (viii) Early Redemption Amount following an Early Redemption (Extraordinary ETF Events): ☐ [Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value] shall apply]/[Not Applicable]
- (General Condition 9.5) *(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value Less Costs" may not be selected)*
- (ix) Correction Cut Off Time: ☐ [●]/within one Settlement Cycle after the original publication and prior to relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date, as applicable
- (General Condition 9.3(b))
- (x) Eligible ETF Interest: ☐ [●] *(specify or delete if Not Applicable or fallback provisions in General Condition 9.5 (Extraordinary ETF Events) apply.)*
- (xi) Weighting for each ETF Interest comprising the basket: ☐ [●]/[Not Applicable]
- [OR]

ETF Interest	Weighting
☐ [●]	☐ [●] [per cent.]
<i>(repeat as required)</i>	<i>(repeat as required)</i>

- (D) **Commodity-Linked Securities**
- (General Condition 10)
- ☐ [Applicable [for the purposes of [Sub-Section II (*Interest*) of Section 2 of the Additional Conditions]/[Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 of the Additional Conditions]/[Sub-Section III (*Redemption at Maturity*)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (*Automatic Early Redemption Event*)]/[other specify]]/Not Applicable]
- (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Commodity/ies or Commodity Index/Indices: ☐ [●] *[if applicable, specify whether Non Metal, Base Metal or Precious Metal]*
- (ii) Commodity Reference Price: ☐ [specify Commodity Reference Price]/[Commodity Reference Dealers]
- (iii) Delivery Date: ☐ [●]
- (Delivery Date shall always be Pricing date where the Commodity Reference Price is GOLD-P.M.-FIX)*

(iv) Pricing Date: *[specify any date other than an Interest Determination Date, Determination Date, Barrier Observation Date, Final Redemption Barrier Observation Date, Commodity Business Day in any Barrier Observation Period and Value Observation Date which is intended to be a Pricing Date]*

(v) Price Source: [●]

(vi) Commodity Specified Price: [High Price]/[Low Price]/[Average of High Price and Low Price]/[Closing Price]/[Commodity Opening Price]/[Commodity Closing Price]/[Bid Price]/[Asked Price]/[Average of Bid Price and Asked Price]/[Settlement Price]/[Official Settlement Price]/[Official Price]/[Morning Fixing]/[Afternoon Fixing]/[Spot Price]/[Official Cash Offer Price]/[●]

(Afternoon Fixing shall always apply where the Commodity Reference Price is GOLD-P.M.-FIX)

(vii) Weighting for each Commodity/Commodity Index comprising the basket: [●]/[Not Applicable]

[OR]

Commodity/ Commodity Index	Weighting
[●] <i>(repeat as required)</i>	[●] [per cent.] <i>(repeat as required)</i>

(viii) Correction cut off time: [●]/within thirty calendar days after the original publication or announcement
(General Condition 10.1)

(ix) Commodity Disruption Events: (General Condition 10.2) [Price Source Disruption]/[Trading Disruption]/[Disappearance of Commodity Reference Price]/[Material Change in Formula]/[Material Change in Content]/[Tax Disruption]

(x) Commodity Disruption Fallbacks: (General Condition 10.3) [Fallback Reference Price]/[Postponement]/[Commodity Fallback Value]/[Determination Agent Determination]

[[Fallback Reference Price] applies in relation to [Price Source Disruption]/[Trading Disruption]/[Disappearance of Commodity Reference Price]/[Material Change in Formula]/[Material Change in Content]/[Tax Disruption]]

[[Postponement] applies in relation to [Price Source Disruption]/[Trading Disruption]/[Disappearance of Commodity Reference Price]/[Material Change in Formula]/[Material Change in Content]/[Tax Disruption]]

[[Commodity Fallback Value applies in relation to [Price Source Disruption]/[Trading Disruption]/[Disappearance of Commodity Reference Price]/[Material Change in Formula]/[Material Change in Content]/[Tax Disruption]]

[[Determination Agent Determination applies in relation to [Price Source Disruption]/[Trading Disruption]/[Disappearance of Commodity Reference Price]/[Material Change in Formula]/[Material Change in Content]/[Tax Disruption]]

Commodity Disruption Fallback(s) shall apply in the following order:

[specify the order in which the above Commodity Disruption Fallbacks shall apply in relation to each applicable Commodity Disruption Event. For *[specify type of Securities]* Determination Agent Determination alone should apply]

- (xi) Fallback Commodity Reference Price: [●]/[Not Applicable]
- (xii) Price Materiality Percentage: [[●] per cent.]/[Not Applicable]
- (xiii) Specified Maximum Days of Disruption: [●]/[3 Commodity Business Days]/[Not Applicable]
- (xiv) Exchange(s): [●]
- (xv) Date to be considered by the Determination Agent in order to determine whether a Commodity Disruption Event has occurred: [●]/[Pricing Date]
- (xvi) Date to be considered by the Determination Agent in order to determine whether a Commodity Index Disruption Event has occurred: [●]/[Pricing Date]
- (xvii) Common Pricing: [Applicable/Not Applicable]
- (xviii) Administrator/Benchmark Events (General Condition 10.4) Benchmark Trigger Provisions are [Applicable]/[Not Applicable]

Alternative Pre-nominated Index: [None] *[Specify]*

[[Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued) Less Costs]] shall apply]/[Not Applicable]

[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs", "Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount

		<i>(Administrator/Benchmark Event) – Par Value (Unaccrued) Less Costs" may not be selected)]</i>
(xix)	Early Redemption Amount following an Early Redemption (Commodity Disruption Events) (General Condition 10.6)	[[Early Redemption Amount (Commodity Index Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Commodity Index Disruption Event) – Fair Market Value]/[Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Accrued)]/ [Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Commodity Index Disruption Event) – Par Value (Unaccrued)] shall apply]/[Not Applicable] <i>[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs", "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" may not be selected)]</i>
(xx)	Commodity Index Cancellation or Administrator/Benchmark Event Date (General Condition 10.7(b))	Benchmark Trigger Provisions are [Applicable]/[Not Applicable] Alternative Pre-nominated Index: [None] <i>[Specify]</i>
(xxi)	Redemption for Commodity Index Adjustment Event (General Condition 10.7(d))	Benchmark Trigger Provisions are [Applicable]/[Not Applicable] Alternative Pre-nominated Index: [None] <i>[Specify]</i> [[Early Redemption Amount (Commodity Index Adjustment Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Commodity Index Adjustment Event) – Fair Market Value] shall apply]/[Not Applicable] <i>[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)]</i>
(xxii)	Additional Disruption Event(s): (General Condition 10.8)	Change in Law – [Applicable]/[Not Applicable] Hedging Disruption - [Applicable]/[Not Applicable] Increased Cost of Hedging - [Applicable]/[Not Applicable]
(xxiii)	Early Redemption Amount following an Early Redemption (Additional Disruption Events): (General Condition 10.8)	[[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued)]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued)] shall apply]/[Not Applicable] <i>(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair</i>

Market Value Less Costs", "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" may not be selected)

(delete any which are not applicable)

- (E) **Currency Linked Securities** [Applicable [for the purposes of [Sub-Section II (*Interest*) of Section 2 of the Additional Conditions]/[Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 of the Additional Conditions]/[Sub-Section III (*Redemption at Maturity*)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (*Automatic Early Redemption Event*)]/[other specify]]/Not Applicable]

(General Condition 11) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Settlement Currency for Single Currency-Linked Securities: [●]/[Not Applicable]

- (ii) Reference Currency for Single Currency-Linked Securities: [●]/[Not Applicable]

- (iii) Specified Amount for Single Currency-Linked Securities: [●]/[Not Applicable]

- (iv) Reference Currency Jurisdiction for Single Currency-Linked Securities: [●]/[Not Applicable]

- (v) Settlement Currencies, Reference Currencies, Specified Amounts and Reference Currency Jurisdiction for Currency Basket-Linked Securities [Not Applicable]

Settlement Currency	Reference Currency	Specified Amount	Reference Currency Jurisdiction
[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

- (vi) Specified Rate: *Specify one of:*
- Reference Currency bid exchange rate;
- Reference Currency offer exchange rate;
- Average of Reference Currency bid and offer exchange rates;
- Settlement Currency bid exchange rate;
- Settlement Currency offer exchange rate;
- Average of Settlement Currency bid and offer exchange rates;
- Official fixing rate;

- (vii) Settlement Rate Option: [Currency Reference Dealers]/[Not Applicable]
- (viii) Currency Disruption Events: [[Price Source Disruption[is]/[is not] Applicable] [and] [Additional Price Source Disruption][./and] [Price Materiality Event] [is]/[are] [applicable]/[Not Applicable] [in respect of all dates]/[in respect of *[insert dates, for example, Observation Date]*]]
(General Condition 11.3)
- (ix) Currency Disruption Fallbacks: Currency Disruption Fallback(s) shall apply in the following order:
(General Condition 11.4)

Currency Disruption Event	Currency Disruption Fallback
Price Source Disruption	[Not Applicable]/OR <i>[insert the following if only one Currency Disruption Fallback applies:</i> [Determination Agent Determination of Settlement Rate] [OR] [Fallback Reference Price]] <i>[insert the following if only multiple Currency Disruption Fallbacks apply:</i> [Currency Disruption Fallback(s) shall apply in the following order: (i) [Determination Agent Determination of Settlement Rate; (ii) Fallback Reference Price.] [OR] (i) [Fallback Reference Price; (ii) Determination Agent Determination of Settlement Rate.]]
Additional Price Source Disruption	[Not Applicable]/OR <i>[insert the following if only one Currency Disruption Fallback applies:</i> [Determination Agent Determination of Settlement

	Rate] [OR] [Fallback Reference Price]] <i>[insert the following if only multiple Currency Disruption Fallbacks apply:</i> [Currency Disruption Fallback(s) shall apply in the following order: (i) [Determination Agent Determination of Settlement Rate; (ii) Fallback Reference Price.] [OR] (i) [Fallback Reference Price; (ii) Determination Agent Determination of Settlement Rate.]]
Price Materiality Event	[Not Applicable]/OR <i>[insert the following if only one Currency Disruption Fallback applies:</i> [Determination Agent Determination of Settlement Rate] [OR] [Fallback Reference Price]] <i>[insert the following if only multiple Currency Disruption Fallbacks apply:</i> [Currency Disruption Fallback(s) shall apply in the following order: (i) [Determination Agent Determination of Settlement Rate; (ii) Fallback Reference Price.] [OR] (i) [Fallback Reference Price;

	(ii) Determination Agent Determination of Settlement Rate.]]

- (x) Price Materiality [●] per cent./[Not Applicable]
Percentage:
- (xi) Reference Source: [●]/[Not Applicable]
- (xii) Early Redemption Amount (Administrator/Benchmark Events) (General Condition 11.5) [[Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Accrued)]/Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Par Value (Unaccrued)]] shall apply]/[Not Applicable]
- [(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs", "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" may not be selected)]*
- (xiii) Relevant FX Benchmark: [As per Condition 11.8 (*Definitions applicable to Currency-Linked Securities*)]/[other: specify]
- (xiv) Additional Disruption Event(s): Change in Law – [Applicable]/[Not Applicable]
(General Condition 11.6) Hedging Disruption - [Applicable]/[Not Applicable]
Increased Cost of Hedging - [Applicable]/[Not Applicable]
(delete any which are not applicable)
- (xv) Early Redemption Amount following an Early Redemption (Additional Disruption Events): [[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued)]/ [Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued)]] shall apply]/[Not Applicable]
- (Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs", "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" may not be selected)*

(F)	Inflation-Linked Securities	[Applicable [for the purposes of [Sub-Section II (<i>Interest</i>) of Section 2 of the Additional Conditions]/[Sub-Section II (<i>Automatic Early Redemption (Autocall)</i>) of Section 2 of the Additional Conditions]/[Sub-Section III (<i>Redemption at Maturity</i>)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (<i>Automatic Early Redemption Event</i>)]/[other specify]]/Not Applicable]
(General Condition 12)	<i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>	
(i)	Inflation Index/Inflation Indices:	[●][UDI Fixing] <i>(Note – for issuances of Securities to retail investors, "UDI Fixing" may not be specified)</i>
(ii)	Inflation Index Sponsor(s):	[●][Central Bank of the United Mexican States (Banco de México)]
(iii)	Early Redemption Amount following an Early Redemption (Cessation of Publication) (General Condition 12.2)	[[Early Redemption Amount (Inflation Index Cessation) – Fair Market Value Less Costs]/[Early Redemption Amount (Inflation Index Cessation) – Fair Market Value]/[Early Redemption Amount (Inflation Index Cessation) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Inflation Index Cessation) – Par Value (Accrued)]]/[Early Redemption Amount (Inflation Index Cessation) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Inflation Index Cessation) – Par Value (Unaccrued)] shall apply]/[Not Applicable] <i>[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs", "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" may not be selected)]</i> <i>(Early Redemption Amount (Inflation Index Cessation) – Fair Market Value Less Costs and Early Redemption Amount (Inflation Index Cessation) – Fair Market Value are Not Applicable where the Inflation Index is UDI Fixing)]</i>
(iv)	Additional Disruption Event(s):	[[Change in Law] [./and] [Hedging Disruption] [./and] [Increased Cost of Hedging] shall apply]/[Not Applicable]
(General Condition 12.8)	<i>(delete any which are not applicable)</i>	
(v)	Early Redemption Amount following an Early Redemption (Additional Disruption Events): (General Condition 12.8)	[[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued)]]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs]/[Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued)]]/[Early Redemption Amount (Additional Disruption Event) – MXN Denominated UDI Linked Redemption] /[Early Redemption Amount (Additional Disruption Event) – UDI Final Linked Redemption] /[Early Redemption Amount (Additional Disruption Event) –MXN UDI Amortising Redemption]/[Early

Redemption Amount (Additional Disruption Event) – Linear Inflation Linked Redemption]/[Early Redemption Amount (Additional Disruption Event) – Interpolated Inflation Linked Redemption] shall apply]/[Not Applicable]

(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs", "Early Redemption Amount (Additional Disruption Event) – Par Value (Accrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Par Value (Unaccrued) Less Costs" may not be selected)

- (vi) Index Level Adjustment Correction:
(General Condition 12.6)
- [The first publication or announcement of the level of the Inflation Index (disregarding estimates) by the relevant Inflation Index Sponsor for any Reference Month shall be final and conclusive and, subject to General Condition 12 (*Provisions relating to Inflation-Linked Securities*), later revisions to the level of the Inflation Index for such Reference Month will not be used in any calculations]/[The first publication or announcement of a level of the Inflation Index (disregarding estimates) published by the relevant Index Sponsor or, if revised, any subsequent revision of such level for a Reference Month shall be final and conclusive for such Reference Month, **provided that** such revisions are published or announced up to and including the day that is two Business Days prior to the relevant Interest Payment Date]]/[Not Applicable].

(Not Applicable where the Inflation Index is UDI Fixing)

(delete as appropriate)

- (vii) Related Bond:
- [specify]/[Fallback Bond]/[Fallback Bond: Not Applicable]]/[Not Applicable]

(Not Applicable where the Inflation Index is UDI Fixing)

- (viii) Weighting for each Inflation Index comprising the basket:
- [●]/[Not Applicable]
[OR]

Inflation Index	Weighting
[●] <i>(repeat as required)</i>	[●] [per cent.] <i>(repeat as required)</i>

(G) Fund-Linked Securities

[Applicable [for the purposes of [Sub-Section II (*Interest*) of Section 2 of the Additional Conditions]/[Sub-Section II (*Automatic Early Redemption (Autocall)*) of Section 2 of the Additional Conditions]/[Sub-Section III (*Redemption at Maturity*)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (*Automatic Early Redemption Event*)]/[other specify]]/Not Applicable]

(General Condition 13)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Fund:
- [●] (*specify*)

- (ii) Fund Interest: [●] (ISIN: [●]) (specify)
- (iii) Basket of Funds: [Not Applicable] (specify or delete if not applicable, include any relevant weightings of each Fund)
- (if Basket of Funds is Not Applicable, delete sub-paragraph (a) below)
- (a) Fund Business Days and Disrupted Days: [Common Fund Business Days and Common Disrupted Days: Applicable]
- [Individual Fund Business Days and Individual Disrupted Days: Applicable]
- [Common Fund Business Days and Individual Disrupted Days: Applicable]
- (select one as appropriate and delete other two)
- (iv) Cut-off Period: [●] (specify)/[As defined in General Condition 13.6]
- (General Condition 13.1)
- (v) Final Cut-off Date: [●] (specify)/[Not Applicable] (if "Supplementary Provisions for Belgian Securities" is specified as Applicable, specify Not Applicable (because payment of the relevant early redemption amount may not extend beyond the Maturity Date in these circumstances))
- (vi) Scheduled Redemption Valuation Date(s): [●] (specify or delete if not applicable or if fallback is applicable)
- (vii) Redemption Notice Date(s): [●] (specify or delete if not applicable or if fallback is applicable)
- (viii) Reference Price: [Reported Net Asset Value][Redemption Proceeds]
- (specify in respect of a Fund Interest)
- (ix) Non-Applicable Fund Event(s): The following are the not applicable Fund Events in relation to the Securities
- (General Condition 13.4) (specify all of the following which are not applicable)
- [Nationalisation]/[Fund Insolvency Event]/[NAV Trigger/Restriction Event]/[Fund Adviser Event]/[Changes to Fund or Fund Services Providers]/[Fund Modification]/[Strategy Breach]/[Breach by Fund Service Provider]/[Regulatory Event]/[Reporting Disruption]/[Compulsory Redemption or Assignment]/[Closure to Subscriptions; Dealing Restrictions]/[Disposals; Material Change; Merger; Reclassification; Fund Interest Transfer]/[Hedging Disruption]/[Fraud]/[Force Majeure Event]/[Value Limitation]/[Delisting]/[Fund Accounting Event]/[Fees or Charges Event]/[Legal Action]/[Cross-contamination;]/[specify any Additional Fund Events]
- (x) Additional Fund Event(s): [Not Applicable] [●]
- (specify)

(xi)	Fund Event Unscheduled Redemption	[Applicable]/[Not Applicable]
(xii)	Early Redemption Amount (Fund Event): (General Condition 13.4)	[Early Redemption Amount (Fund Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Fund Event) – Fair Market Value] <i>[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Fund Event) – Fair Market Value Less Costs" may not be selected)]</i>
(H)	Futures Contract-Linked Securities (General Condition 15)	[Applicable [for the purposes of [Sub-Section II (<i>Interest</i>) of Section 2 of the Additional Conditions]/[Sub-Section II (<i>Automatic Early Redemption (Autocall)</i>) of Section 2 of the Additional Conditions]/[Sub-Section III (<i>Redemption at Maturity</i>)] of Section 2 of the Additional Conditions]/[General Condition 16.12 (<i>Automatic Early Redemption Event</i>)]/[other specify]]/Not Applicable] <i>(if applicable, insert relevant provisions)</i> <i>(if Single Futures Contract-Linked Securities, delete sub paragraph below)</i>
(i)	Details of futures contract(s):	[●]
	(a) Scheduled Trading Days and Disrupted Days:	[Common Scheduled Trading Days and Common Disrupted Days: Applicable] [Individual Scheduled Trading Days and Individual Disrupted Days: Applicable] [Common Scheduled Trading Days and Individual Disrupted Days: Applicable] <i>(select one as appropriate and delete other two)</i> <i>(if Single Futures Contract-Linked Securities, delete this sub paragraph)</i>
(ii)	Specified Number of Scheduled Trading Days:	[●] [As per General Condition 15.7]
(iii)	Specified Number of Common Scheduled Trading Days:	[●] [As per General Condition 15.7]
(iv)	Benchmark Trigger Provisions: (Condition 15.2)	[Applicable]/[Not Applicable]
(v)	Alternative Pre-nominated Futures Contract:	[None] [Specify]
(vi)	Futures Contract Adjustment Events:	[Price Source Disruption] [Trading Restriction] [Disappearance or Non-commencement of Futures Contract or Settlement Price] [Material Change in Formula] [Material Change in Content] [Tax Disruption] [Change of Exchange] [Illiquidity Event]

(vii)	Adjustments for Futures Contract Adjustment Events:	<i>(Specify criteria for replacement of futures contract contemplated by General Condition 15.4(a)(ii), if any)</i>
(viii)	Early Redemption Amount (Administrator/Benchmark Event and Futures Contract Adjustment Events):	[Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value]
	(General Condition 15.4)	<i>[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value Less Costs" may not be selected)]</i>
(ix)	Additional Disruption Events:	[Change in Law] [Hedging Disruption] [Increased Cost of Hedging] [Increased Regulatory Capital]
	(General Condition 15.4)	
(x)	Early Redemption Amount (Additional Disruption Events):	[Early Redemption Amount (Futures Contract Adjustment Event – Fair Market Value Less Costs)/[Early Redemption Amount (Futures Contract Adjustment Event – Fair Market Value)]
	(General Condition 15.4)	<i>[(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Futures Contract Adjustment Event – Fair Market Value Less Costs" may not be selected)]</i>
(xi)	Correction Cut-Off Time:	[●]
(xii)	Weighting for each Futures Contract comprising the Basket of Futures Contracts:	[Insert details] [N/A]

30. PROVISIONS RELATING TO THE RELEVANT UNDERLYING PERFORMANCE: PERFORMANCE DETERMINATION TERMS AND VALUE DETERMINATION TERMS

[Applicable – for the purposes of determining the Relevant Underlying Performance and Relevant Underlying Values where used for determining the [Knock-in Value]/[Relevant Underlying Performance (Coupon)]/[Relevant Underlying Performance (Autocall)]/[Relevant Underlying Performance (Final Redemption)]/[Final Redemption Amount]/[other specify]]/[Not Applicable]

(if Not Applicable, delete the sub-paragraphs of this paragraph)

(i)	Performance Determination Terms:	[Not Applicable] /[Basic Performance]/[Cliquet Performance]/[Capped Performance]/[Floored Performance]/[Capped & Floored Performance]/[Absolute Basic Performance]/[Absolute Capped Performance]/[Absolute Floored Performance]/[Absolute Capped & Floored Performance]/[OTM Performance (Single Underlying)]/[Optimised Performance (Type 1)]/[Optimised Performance (Type 2)]/[Selected Average Basic Performance]/[Selected Cliquet Average Performance]/[Selected Average Individually Capped Performance]/[Selected Average Individually Floored Performance]/[Selected Average Individually Capped & Floored Performance]/[Selected Average Global Capped Performance]/[Selected Average Global Floored Performance]/[Selected Average Global Capped & Floored Performance]/[Selected Absolute Average Basic Performance]/[Selected Absolute Average Individually
	(Section 5 of the Additional Conditions)	

Capped Performance]/[Selected Absolute Average Individually Floored Performance]/[Selected Absolute Average Individually Capped & Floored Performance]/[Selected Absolute Average Global Capped Performance]/[Selected Absolute Average Global Floored Performance]/[Selected Absolute Average Global Capped & Floored Performance]/[Best of – Weighted Average Performance]/[Worst of – Weighted Average Performance]/[Selection of – Weighted Average Performance]/[Selected Equally Weighted Average OTM Performance]/[Selected Non-Equally Weighted Average OTM Performance]/[Selected Average Top Rank Performance]/[Basket Barrier Performance]/[Palladium Performance (Dispersion of Performance)]

(Where different Performance Determination Terms apply to different determination purposes specify as applicable as follows: [specify relevant Performance Determination Term] is applicable for determining the "Relevant Underlying Performance" for determining [●] (specify term(s) from the Terms and Conditions))

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(ii) Put Performance: [Applicable]/[Not Applicable]

(iii) Performance Rate: [[●] per cent.]/[Not Applicable]

(specify "Not Applicable" only if Basket Barrier Performance is specified)

(iv) Strike: [●]/[A value to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such value shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.] [●]/[1]/[Not Applicable]

(specify for a single Relevant Underlying Performance Determination Term is specified or if Selected Average Basic Performance or Basket Barrier Performance is specified, otherwise specify "Not Applicable")

(v) Default Performance: [Not Applicable] [OR] [[●] [per cent.] [of the Initial Reference Value]] [OR]

(specify if Selected Average Top Rank Performance is specified otherwise specify "Not Applicable")

Basket Component	Default Performance
[●] <i>(repeat as required)</i>	[[●] [per cent.] [of the Initial Reference Value]] <i>(repeat as required)</i>

(vi) OTM Rate: [Not Applicable] [OR] [●] per cent. [OR]

(specify if OTM Performance (Single

Basket Component	OTM Rate

*Underlying)/Selected
Equally Weighted Average
OTM
Performance/Selected
Non-Equally Weighted
Average OTM
Performance is specified,
otherwise specify "Not
Applicable")*

[●] <i>(repeat as required)</i>	[●] per cent. <i>(repeat as required)</i>

(vii) Cap: [Not Applicable] [OR] [●] [OR]

*(specify if Capped
Performance/Capped &
Floored
Performance/Absolute
Capped
Performance/Absolute
Capped & Floored
Performance/Selected
Average Individually
Capped
Performance/Selected
Average Individually
Capped & Floored
Performance/Selected
Average Global Capped
Performance /Selected
Average Global Capped &
Floored
Performance/Selected
Absolute Average
Individually Capped
Performance/Selected
Absolute Average
Individually Capped &
Floored
Performance/Selected
Absolute Average Global
Capped
Performance/Selected
Absolute Average Global
Capped & Floored
Performance is selected,
otherwise specify "Not
Applicable")*

Basket Component	Cap
[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

(viii) Floor: [Not Applicable] [OR] [●] [OR]

*(specify if Floored
Performance/Capped &
Floored
Performance/Absolute
Floored
Performance/Absolute
Capped & Floored
Performance/Selected
Average Individually
Floored*

Basket Component	Floor
[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

Performance/Selected
Average Individually
Capped & Floored
Performance/Selected
Average Global Floored
Performance/Selected
Average Global Capped &
Floored
Performance/Selected
Absolute Average
Individually Floored
Performance/Selected
Absolute Average
Individually Capped &
Floored
Performance/Selected
Absolute Average Global
Floored
Performance/Selected
Absolute Average Global
Capped & Floored
Performance is selected,
otherwise specify "Not
Applicable")

- (ix) Selected Basket [For the purposes of determining the Selected Basket Components: Component, "J" = [number], [number]... and [number]]/[Not Applicable]

[insert number assigned to "J", where "J" is a number from 1 to N denoting one of the Basket Components numbered in order according to the respective values for each Basket Component determined by dividing the Closing Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (Basket Component N), "N" being the total number of Basket Components]

- (x) Relevant Weighting or [●]/[Not Applicable]
"W_i":
[OR]

(specify if Best of – Non
Equally Weighted Average
Performance/Worst of –
Non Equally Weighted
Average
Performance/Selection of -
Non Equally Weighted
Average
Performance/Selected
Non-Equally Weighted
Average OTM
Performance is selected,
otherwise specify "Not
Applicable")

Basket Component	W _i
[●]	[●]
(repeat as required)	(repeat as required)

- (xi) Election for Optimised [means the value determined by the Determination Agent to be Initial Reference Value: equal to the [lowest]/[highest] of the Closing Values of the

- (specify if Optimised Performance (Type 1) or Optimised Performance (Type 2) is specified as being applicable, otherwise specify Not Applicable)
- (xii) Optimised Observation Date(s): [●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [●] and ending on (but excluding) [●]][subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]]¹⁶/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]]¹⁷/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]]¹⁸/[Not Applicable]
- (xiii) Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified below]
- [OR]
- | Basket Component | Initial Reference Value |
|-----------------------------|---|
| [●]
(repeat as required) | [●]/[Determined in accordance with the Value Determination Terms specified below]
(repeat as required) |
- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
(Delete this provision if the Initial Reference Value Determination Dates are specified below)
 - Specified Percentage: [[●] per cent.]/[Not Applicable]

¹⁶ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

¹⁷ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

¹⁸ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- (xiv) Reset Initial Reference [Applicable/Not Applicable]
Value:
- (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- Reset Barrier [●]/[●] per cent of Relevant Underlying Value
Value:
 - Reset Rate: [●]/[●] per cent of Relevant Underlying Value
 - Reset Observation [●]
Date:
- (xv) **Value Determination Terms** for Initial Reference Value:
(Section 4 of the Additional Conditions)
- [Not Applicable]/[Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]/[Max Lookback Value]/[Min Lookback Value]/[Floored Max Lookback Value]/[Floored Min Lookback Value]/[Capped Max Lookback Value]/[Capped Min Lookback Value]/[Average Value]/[Individually Floored Average Value]/[Individually Capped Average Value]/[Globally Floored Average Value]/[Globally Capped Average Value]/[Strategy Price]
- (Where different Value Determination Terms for Initial Reference Value apply to different determination purposes specify as applicable)*
- (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
 - Reference Month: [●]
- (specify if Securities are Inflation-Linked Securities otherwise delete this provision)*
- Basic Value Determination Terms: [Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]
- (specify if Max Lookback Value/Min Lookback Value/Floored Max Lookback Value/Floored Min Lookback Value/Capped Max Lookback Value/Capped Min Lookback Value/Average Value/Individually Floored Average Value/Individually Capped Average Value/Globally Floored Average Value/Globally Capped Average*

Value/Strategy Price is selected otherwise delete this provision)

- Averaging Dates [●]
in relation to
Strike Date:

(specify if Average Value/Individually Capped Average Value/Individually Floored Average Value/Globally Floored Average Value/Globally Capped Average Value is selected, otherwise delete this provision)

- Averaging Date [Omission]/[Postponement]/[Modified Postponement]
Disruption:

(For Equity-Linked Securities or Futures-Contract Linked Securities only, specify if Average Value/Individually Capped Average Value/Individually Floored Average Value/Globally Floored Average Value/Globally Capped Average Value is selected, otherwise (and if not an Equity-Linked Security or a Futures Contract-Linked Security) delete this provision)

- Value Observation Dates in respect of Strike Date: [●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]¹⁹/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]²⁰/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]²¹]]
- (specify if Max Lookback Value/Min Lookback Value/Floored Max Lookback Value/Floored Min Lookback Value/Capped Max Lookback Value/Capped Min Lookback Value is selected, otherwise delete this provision)*

¹⁹ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²⁰ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²¹ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- Floor Value: [●]

(specify if Floored Max Lookback Value/Floored Min Lookback Value/Individually Floored Average Value is selected, otherwise delete this provision))

- Global Floor Value: [●]

(specify if Globally Floored Average Value is selected, otherwise delete this provision)

- Cap Value: [●]

(specify if Capped Max Lookback Value/Capped Min Lookback Value/Individually Capped Average Value is selected, otherwise delete this provision)

- Global Cap Value: [●]

(specify if Globally Capped Average Value is selected, otherwise delete this provision)

- Strategy Calculation (Closing Value): [Applicable]/[Not Applicable]

(specify if Strategy Price is selected, otherwise delete this provision)

- Strategy Calculation (Opening Value): [Applicable]/[Not Applicable]

(specify if Strategy Price is selected, otherwise delete this provision)

- Strategy Calculation (Intraday Value): [Applicable]/[Not Applicable]

(specify if Strategy Price is selected, otherwise delete this provision)

- Observation Dates(t):

(specify if Strategy Calculation (Closing Value) / Strategy Calculation (Opening Value) / Strategy Calculation (Intraday Value) is selected, otherwise delete this provision)	[Automatic Early Redemption Determination Date]/[Barrier Observation Date]/[Determination Date]/[Final Redemption Observation Date]/[Barrier Observation Period]	Observation Dates(t)
	[date]	[[date][, [date].... and [date]] (inclusive) and ending on [date] (excluded)]
	[...]	[...]
	[date]	[[date][, [date].... and [date]] (inclusive) and ending on [date] (excluded)]
• A: (specify if Strategy Calculation (Closing Value) / Strategy Calculation (Opening Value) / Strategy Calculation (Intraday Value) is selected, otherwise delete this provision)	[Automatic Early Redemption Determination Date]/[Barrier Observation Date]/[Determination Date]/[Final Redemption Observation Date]/[Barrier Observation Period]	A
	[date]	[●]
	[...]	[...]
	[date]	[●]
• B: (specify if Strategy Calculation (Closing Value) / Strategy Calculation (Opening Value) / Strategy Calculation (Intraday Value) is selected, otherwise delete this provision)	[Automatic Early Redemption Determination Date]/[Barrier Observation Date]/[Determination Date]/[Final Redemption Observation Date]/[Barrier Observation Period]	B
	[date]	[●]
	[...]	[...]
	[date]	[●]
(xvi) Value Determination Terms for Final Reference Value as of each relevant Performance Determination Date: (Section 4 of the Additional Conditions)	[●]/[Determined in accordance with the Value Determination Terms specified below]/[Not Applicable]/[Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]/[Max Lookback Value]/[Min Lookback Value]/[Floored Max Lookback Value]/[Floored Min Lookback Value]/[Capped Max Lookback Value]/[Capped Min Lookback Value]/[Average Value]/[Individually Floored Average Value]/[Individually Capped Average Value]/[Globally Floored Average Value]/[Globally Capped Average Value]/[Strategy Price]	

(Where different Value Determination Terms for Final Reference Value apply to different determination purposes specify as applicable)

(if Not Applicable or the provisions are specified below, delete the remaining sub-paragraphs of this paragraph)

- Reference Month: [●]

(specify if Securities are Inflation-Linked Securities otherwise delete this provision)

- Basic Value Determination Terms: [Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]

(specify if Max Lookback Value/Min Lookback Value/Floored Max Lookback Value/Floored Min Lookback Value/Capped Max Lookback Value/Capped Min Lookback Value/Average Value/Individually Floored Average Value/Individually Capped Average Value/Globally Floored Average Value/Globally Capped Average Value/Strategy Price is selected otherwise delete this provision)

- Averaging Dates in relation to each relevant Performance Determination Date: [●]

(specify if Average Value/Individually Capped Average Value/Individually Floored Average Value/Globally Floored Average Value/Globally Capped Average Value is selected, otherwise delete this provision)

- Averaging Date Disruption: [Omission]/[Postponement]/[Modified Postponement]

(For Equity-Linked Securities or Futures-Contract Linked Securities

only, specify if Average Value/Individually Capped Average Value/Individually Floored Average Value/Globally Floored Average Value/Globally Capped Average Value is selected, otherwise (and if not an Equity-Linked Security or a Futures Contract-Linked Security) delete this provision)

- Value Observation Dates in respect of each relevant Performance Determination Date: [●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) *(Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)*] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]²²/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]²³/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]²⁴]]
- (specify if Max Lookback Value/Min Lookback Value/Floored Max Lookback Value/Floored Min Lookback Value/Capped Max Lookback Value/Capped Min Lookback Value is selected, otherwise delete this provision)
- Floor Value: [●]
- (specify if Floored Max Lookback Value/Floored Min Lookback Value/Individually Floored Average Value is selected, otherwise delete this provision)
- Global Floor Value: [●]
- (specify if Globally Floored Average Value is selected, otherwise delete this provision)
- Cap Value: [●]

²² Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²³ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²⁴ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

(specify if Capped Max Lookback Value/Capped Min Lookback Value/Individually Capped Average Value is selected, otherwise delete this provision)

- Global Cap Value: [●]

(specify if Globally Capped Average Value is selected, otherwise delete this provision)

- Strategy Calculation (Closing Value): [Applicable]/[Not Applicable]

(specify if Strategy Price is selected, otherwise delete this provision)

- Strategy Calculation (Opening Value): [Applicable]/[Not Applicable]

(specify if Strategy Price is selected, otherwise delete this provision)

- Strategy Calculation (Intraday Value): [Applicable]/[Not Applicable]

(specify if Strategy Price is selected, otherwise delete this provision)

- Observation Dates(t):
(specify if Strategy Calculation (Closing Value) / Strategy Calculation (Opening Value) / Strategy Calculation (Intraday Value) is selected, otherwise delete this provision)

[Determination Date][Final Redemption Date][Barrier Observation Period]	Observation Dates(t)
[date]	[[date][, [date]... and [date]] (inclusive) and ending on [date] (excluded)]
[...]	[...]
[date]	[[date][, [date]... and [date]] (inclusive) and ending on [date] (excluded)]
[Determination Date][Final Redemption Date]	A

- A:
(specify if Strategy Calculation (Closing

Value) / Strategy
Calculation (Opening
Value) / Strategy
Calculation (Intraday
Value) is selected,
otherwise delete this
provision)

[Date][Barrier Observation Period]	
[date]	[●]
[...]	[...]
[date]	[●]

- B:

(specify if Strategy
Calculation (Closing
Value) / Strategy
Calculation (Opening
Value) / Strategy
Calculation (Intraday
Value) is selected,
otherwise delete this
provision)

[Determination Date][Final Redemption Observation Date][Barrier Observation Period]	B
[date]	[●]
[...]	[...]
[date]	[●]

- (xvii) **Value Determination
Terms for PIDD
Reference Value as of
each Interest
Determination Date:**

(Section 4 of the Additional
Conditions)

[Not Applicable]/[Spot Value]/[Intraday Value]/[Opening
Value]/[Closing Value]/[Commodity Specified Price]/[Closing
Value with Dividend Adjusted Performance]/[Max Lookback
Value]/[Min Lookback Value]/[Floored Max Lookback
Value]/[Floored Min Lookback Value]/[Capped Max Lookback
Value]/[Capped Min Lookback Value]/[Average
Value]/[Individually Floored Average Value]/[Individually
Capped Average Value]/[Globally Floored Average
Value]/[Globally Capped Average Value]

(if Not Applicable, delete the remaining sub-paragraphs of this
paragraph)

(Specify if "Cliquet Performance" is selected otherwise specify
as Not Applicable)

- Reference Month: [●]

(specify if Securities are
Inflation-Linked Securities
otherwise delete this
provision)

- Basic Value
Determination
Terms:

[Spot Value]/[Intraday Value]/[Opening Value]/[Closing
Value]/[Commodity Specified Price]/[Closing Value with
Dividend Adjusted Performance]

(specify if Max Lookback
Value/Min Lookback
Value/Floored Max
Lookback Value/Floored
Min Lookback
Value/Capped Max
Lookback Value/Capped
Min Lookback
Value/Average
Value/Individually Floored
Average Value/Individually
Capped Average
Value/Globally Floored

*Average Value/Globally
Capped Average Value is
selected otherwise delete
this provision)*

- Averaging Dates in relation to each Interest Determination Date: [●] in respect of the Interest Determination Date falling on [date][, [●] in respect of the Interest Determination Date falling on [date]... and

(specify if Average Value/Individually Capped Average Value/Individually Floored Average Value/Globally Floored Average Value/Globally Capped Average Value is selected, otherwise delete this provision)

- Averaging Date Disruption: [Omission]/[Postponement]/[Modified Postponement]

(For Equity-Linked Securities or Futures-Contract Linked Securities only, specify if Average Value/Individually Capped Average Value/Individually Floored Average Value/Globally Floored Average Value/Globally Capped Average Value is selected, otherwise (and if not an Equity-Linked Security or a Futures Contract-Linked Security) delete this provision)

- Value Observation Dates in respect of each Interest Determination Date: [●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] in respect of the Interest Determination Date falling on [date] [subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]²⁵/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]²⁶ /[Condition 15.1
(specify if Max Lookback Value/Min Lookback Value/Floored Max Lookback Value/Floored Min Lookback Value/Capped Max Lookback Value/Capped Min Lookback Value is

²⁵ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²⁶ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

selected, otherwise delete this provision (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]²⁷ [,

[●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] in respect of the Interest Determination Date falling on [date] [subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]²⁸/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]²⁹ /[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]³⁰.... and

[●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] in respect of the Interest Determination Date falling on [date] [subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]³¹/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]³² /[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]³³

• Floor Value: [●]

(specify if Floored Max Lookback Value/Floored Min Lookback Value/Individually Floored Average Value is selected,

²⁷ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²⁸ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

²⁹ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³⁰ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³¹ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³² Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³³ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

otherwise delete this provision))

- Global Floor Value: [●]

(specify if Globally Floored Average Value is selected, otherwise delete this provision)

- Cap Value: [●]

(specify if Capped Max Lookback Value/Capped Min Lookback Value/Individually Capped Average Value is selected, otherwise delete this provision)

- Global Cap Value: [●]

(specify if Globally Capped Average Value is selected, otherwise delete this provision)

- (xviii) **Basket Performance:** **Barrier** [Applicable]/[Not Applicable]

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

If the Knock-in Value as of: any time during the Final Redemption Barrier Observation Period is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value, Applicable Performance_i is to be determined in accordance with the following formula:

$$\text{Calculation Amount} \times \left(\frac{\text{Final Reference Value}}{\text{Applicable Initial Reference Value} - \text{Strike}} \right)$$

(delete as appropriate)

- Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]/[Not Applicable]
- Final Redemption Barrier Value: [●]/[[●] per cent of Initial Reference Value]

[OR]

Basket Component	Final Redemption Barrier Value

			[●] (repeat as required)	[●]/[[●] per cent of Initial Reference Value] (repeat as required)						
	• Rebate Percentage:		[[●] per cent.]/[Not Applicable]							
	• Final Redemption Barrier Observation Period:		[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]/[Not Applicable]							
			<table><tr><th>Determination Date</th><th>Final Redemption Barrier Observation Period Start Date</th><th>Final Redemption Barrier Observation Period End Date</th></tr><tr><td>[●](repeat as required)</td><td>[●](repeat as required)</td><td>[●](repeat as required)</td></tr></table>	Determination Date	Final Redemption Barrier Observation Period Start Date	Final Redemption Barrier Observation Period End Date	[●](repeat as required)	[●](repeat as required)	[●](repeat as required)	
Determination Date	Final Redemption Barrier Observation Period Start Date	Final Redemption Barrier Observation Period End Date								
[●](repeat as required)	[●](repeat as required)	[●](repeat as required)								
	• Rebate:		[[●] per cent.]/[Not Applicable] (Specify if "Best of – Worst of Capped Performance" is selected otherwise specify as Not Applicable)							
	• K:		[●] (Specify if "Best of – Worst of Capped Performance" is selected otherwise specify as Not Applicable)							
(xix)	Dividend Performance: Adjusted		[Not Applicable]/[Applicable] (specify only if Closing Value with Dividend Adjusted Performance is selected for Value Determination Terms) (If not applicable, delete the following sub-paragraphs of this paragraph)							
	• Type of Adjustment:	of	Target Dividend Payoff [1]/[2]/[3]/[4]/[5]/[6]/[7]/[8]							
	• Target Dividend Observation Date subject to Valuation Date adjustment:		[Valuation Date adjustment applicable in respect of [[●], [●] and [●]]/[the]/[all] Target Dividend Observation Date[s]]/[Not Applicable] (Applicable where Type of Adjustment is Target Dividend Payoff 7 or Target Dividend Payoff 8)							
	• Daily Decrement Level:		[Applicable]/[Not Applicable] (Applicable only where Type of Adjustment is Target Dividend Payoff 7 or Target Dividend Payoff 8)							
	• Dividend Screen Page:		[●]							
	• Relevant Underlying Currency:		[●]							
	• Target Dividend:		[●]							

[In respect of a Scheduled Target Dividend Deduction Date, each date amount specified in the table below for such Scheduled Target Dividend Deduction Date:

Scheduled Target Dividend Deduction Date	Target Dividend
[●]	[●]

(Add further lines where necessary)

(Applicable where Type of Adjustment is Target Dividend Payoff 3 or Target Dividend Payoff 6)

[As specified for a Dividend Period in the table below]

(Applicable only where Type of Adjustment is Target Dividend Payoff 4, Target Dividend Payoff 3, Target Dividend Payoff 7 or Target Dividend Payoff 8)

- For the purposes of the determination of the Gross Dividend extraordinary or special dividend are: [Included/Excluded]
- Applicable Percentage: [●]/[Not Applicable]
(The Final Terms may specify a different Applicable Percentage for the Net Dividend and for the Target Dividend)
- Start Date: [●]/[Strike Date]
- Fixing₍₀₎: The [Daily Decrement Level/ Relevant Underlying Value] on the Start Date is [the Closing Value on the Start Date / [●]% of the Closing Value on the Start Date / *specify an amount*]
- Initial Reference Value Determination Date: [●]/[Strike Date]
- Day Count Basis: [365/360/*specify*]
- Dividend Period: [Not Applicable] [Each period from (but excluding) the Dividend Period Start Date specified in the table below to (and including) the Dividend Period End Date specified in the table below:

Dividend Period Start Date	Dividend Period End Date	Target Dividend
[●]	[●]	[●]

(Add further lines where necessary)]

(Only where Type of Adjustment is Target Dividend Payoff 4, Target Dividend Payoff 5, Target Dividend Payoff 7 or Target Dividend Payoff 8)

- Scheduled Target Dividend Deduction Date: [Not Applicable]/[As specified in the table above]
(Only applicable where Type of Adjustment is Target Dividend Payoff 3 or Target Dividend Payoff 6)

PROVISIONS RELATING TO LINKED INTEREST (IF ANY) PAYABLE SECURITIES

31. **Linked Interest Provisions:** [Applicable/Not Applicable]
Interest Terms
(General Condition 6.10 and Section 2 of the Additional Conditions)
(If applicable in the case of Multi Asset Basket Securities and any variables of a payoff vary per Relevant Underlying Asset (eg. a Coupon Barrier Value) specify per Relevant Underlying Asset)
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- (A) **No Coupon:** [Applicable/Not Applicable]
(Paragraph 1.14 of Section 2 of the Additional Conditions)
- (B) **Regular Coupon:** [Applicable/Not Applicable]
(Paragraph 1.15 of Section 2 of the Additional Conditions)
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Payment Date(s): [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]
(If Fixed Eate Security Provisions are applicable for Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)
- (ii) Coupon Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
[OR]

Interest Payment Date	Coupon Rate
[●] <i>(repeat as required)</i>	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by

	publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (<i>repeat as required</i>)

- (iii) Interest Determination [●] (*specify*)
Date(s):
- (iv) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
(*delete as appropriate*)
- (v) Fixed Rate Security Provisions: [Applicable]/[Not Applicable]
(*if Not Applicable, delete the remaining sub-paragraphs*)
- Rate(s) of Interest: [Not Applicable]/[[●] per cent. per annum [payable [annually/semi-annually/monthly/other (*specify*)] in arrear]]
 - Interest Period(s): From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
(*repeat as required*)
(*for Swedish Securities, specify the following*)
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest

Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

- Broken Amount(s): [Not Applicable]/[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]

- Day Count Fraction (General Condition 5.5) [Not Applicable]/[Actual/Actual ICMA]/[Actual/Actual (ISDA)]/[Actual/365 Fixed]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

- (vi) Inflation Adjustment: [Applicable]/[Not Applicable]

(if Not Applicable, delete the remaining sub-paragraphs)

- Relevant Inflation Index: [insert name of inflation index] published by [insert name of index sponsor] ([insert Bloomberg ticker or price source])

- Early Redemption Amount (Inflation Index Cessation) – Fair Market Value Less Costs: [Applicable]/[Not Applicable]

- Early Redemption Amount (Inflation Index Cessation) – Fair Market Value: [Applicable]/[Not Applicable]

- Additional Disruption Event(s): [[Change in Law] [./and] [Hedging Disruption] [./and] [Increased Cost of Hedging] shall apply]/[Not Applicable]

(delete any which are not applicable)

(General Condition 12)

- Inflation Level Adjustment Correction: (General Condition 12.6) [The first publication or announcement of the level of the Relevant Inflation Index (disregarding estimates) by the relevant Inflation Index Sponsor for any Determination Month shall be final and conclusive and, subject to General Condition 12, later revisions to the level of the Relevant Inflation Index for such Determination Month will not be used in any calculations]/[The first publication or announcement of a level of the Relevant Inflation Index (disregarding estimates) published by the relevant Index Sponsor or, if revised, any subsequent revision of such level for a Determination Month shall be final and conclusive for such Determination Month, provided that such revisions are published or announced up to and including the day that is two Business Days prior to the relevant Interest Payment Date].

(delete as appropriate)

- Related Bond: [specify]/[Fallback Bond]/[Fallback Bond: Not Applicable]

(General Condition 12)

- Relevant Inflation Index (Initial): [●]/[The official determination of the Relevant Inflation Index for the month of [month and year].]
- Determination Month for Relevant Inflation Index (N): The month that is [number of months] months [before]/[after] [the]/[each] [Interest Payment Date]/[other determination].

[OR]

Interest Date	Determination	Determination Month
[●] (repeat as required)		[month]/[The month that is [number of months] months [before]/[after] such [Interest Payment Date]/[other determination] (repeat as required)

- (vii) Barrier Additional Coupon Amount: [Applicable]/[Not Applicable]

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph (vii))

- Additional Rate: [●] per cent.

[OR]

Interest Date	Determination	Additional Rate
[●] (repeat as required)		[●] (repeat as required)

- Additional interest amount is payable if the Knock-in Value: the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than]/[less than or equal to] the relevant Coupon Barrier Value

(delete as appropriate)

- Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]

- Barrier Observation Date(s): [Not Applicable]

[OR]

Interest Date	Determination	Barrier Observation Date

[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

- Barrier
Observation
Period:

[Not Applicable]

[OR]

Interest Date	Determination	Barrier Period	Observation
[●] <i>(repeat as required)</i>		[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) <i>(Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)</i>] beginning on (and including) [●] and ending on (but excluding) [●][subject to adjustment in accordance with [Condition 9.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Equity-Linked Securities purposes)]] ³⁴ /[Condition 13.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Fund-Linked Securities purposes)]] ³⁵ /[Condition 15.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Futures Contract-Linked Securities purposes)]] ³⁶] <i>(repeat as required)</i>	

³⁴ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³⁵ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³⁶ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- Coupon Barrier Value: ☐ ☐ per cent/of Initial Reference Value]

[OR]

Interest Date	Determination	Coupon Barrier Value
☐		☐ ☐ per cent. of Initial Reference Value]
<i>(repeat as required)</i>		<i>(repeat as required)</i>

(C) **Barrier Conditional Coupon:** [Applicable/Not Applicable]

(Paragraph 1.16 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Interest Payment Dates: ☐ (*specify*) [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(ii) Memory Barrier Conditional Coupon: [Applicable/Not Applicable]

(iii) Interest Amount is payable if Knock-in Value as of: the ☐ [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] is ☐ [greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the relevant Coupon Barrier Value

(delete as appropriate)

(iv) Knock-in Value: ☐ [Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value]

- "N": ☐

(specify if Selected Best of Performance or Selected Worst of Performance is applicable otherwise delete this provision)

(v) Coupon Rate: ☐ [Not Applicable]/☐ [100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on ☐ (*insert website address*), provided that such percentage rate shall be ☐ [not less than ☐ per cent.] [and] [not greater than ☐ per cent.]]

[OR]

Interest Date	Determination	Coupon Rate
[●] (repeat as required)		[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)

Coupon Rate_j:

[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Determination Date	Coupon Rate _j	Upper Coupon Rate	Lower Coupon Rate	n
[●] (repeat as required)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such	[●]	[●]	[●] [Insert this column if Memory Barrier Conditional Coupon is applicable]

	percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)			

(vi) Coupon Barrier Value: [[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [●] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

(vii) Interest Determination Date(s): [●]

(viii) Barrier Observation Date(s): [●]/[Not Applicable]

[OR]

Interest Determination Date	Barrier Observation Date
In respect of the Interest Determination Date falling on [●] (repeat as required)	[●] (repeat as required)

(ix) Barrier Observation Period:

[OR]

Interest Determination Date	Barrier Observation Period
[●] (repeat as required)	[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day]

	[Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (<i>Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types</i>)] beginning on (and including) [●] and ending on (but excluding) [●][subject to adjustment in accordance with [Condition 9.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Equity-Linked Securities purposes)]]³⁷/[Condition 13.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Fund-Linked Securities purposes)]]³⁸/[Condition 15.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Futures Contract-Linked Securities purposes)]]³⁹] (repeat as required)

- (x) Business Day Convention: [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
- [No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
- and where so adjusted
- [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/

³⁷ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³⁸ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

³⁹ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)

- (xi) Interest Payment Date(s): [Each of the [●] day of [month], [month] (*repeat as required*) in each calendar year from (and including) [●] to (and including) [●]]/[●] (*specify dates*) [, each] [, adjusted in accordance with the Business Day Convention specified above]/[, not adjusted]

[[Scheduled Interest Payment Date [is]/[are]] [●]]

- (xii) Interest Specified Day(s): [Applicable]/[Not Applicable]

(if Not Applicable, delete the below)

[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]

- (D) **Memory Double Barrier Conditional Coupon:** [Applicable/Not Applicable]

(Paragraph 1.17 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Interest Payment Dates: [●] (*specify*) [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

- (ii) Memory Double Barrier Conditional Coupon: [Applicable/Not Applicable]

- (iii) Interest Amount is payable if Knock-in Value as of: the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] is (A) [greater than]/[greater than or equal to] and (B) [less than]/[less than or equal to] the relevant Coupon Barrier Value

(delete as appropriate)

- (iv) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value]

- "N": [●]

(specify if Selected Best of Performance or Selected Worst of Performance is applicable otherwise delete this provision)

- (v) Coupon Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business

Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Date	Determination	Coupon Rate
[●] (<i>repeat as required</i>)		[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (<i>repeat as required</i>)

Coupon Rate;

[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Determination Date	Coupon Rate _j	Upper Coupon Rate	Lower Coupon Rate	n
[●] (<i>repeat as required</i>)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on	[●]	[●]	[●] [<i>Insert this column if Memory Double Barrier Conditional Coupon is applicable</i>]

	[●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)			

(vi) Coupon Barrier Value 1: [[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [●]	[[●]/[●] per cent. of Initial Reference Value]
(repeat as required)	(repeat as required)

(vii) Coupon Barrier Value 2: [[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [●]	[[●]/[●] per cent. of Initial Reference Value]
(repeat as required)	(repeat as required)

(viii) Interest Determination Date(s): [●]

(ix) Barrier Observation Date(s): [●]/[Not Applicable]

[OR]

Interest Determination Date	Barrier Observation Date
In respect of the Interest Determination Date falling on [●]	[●]
(repeat as required)	(repeat as required)

(x) Barrier Observation [●]/[Not Applicable]
Period:

[OR]

Interest Date	Determination	Barrier Period	Observation
[●] <i>(repeat as required)</i>		[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) <i>(Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)</i>] beginning on (and including) [●] and ending on (but excluding) [●]][subject to adjustment in accordance with [Condition 9.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Equity-Linked Securities purposes)]] ⁴⁰ /[Condition 13.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Fund-Linked Securities purposes)]] ⁴¹ /[Condition 15.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Futures Contract-Linked Securities purposes)]] ⁴²] <i>(repeat as required)</i>	

(xi) Business Day Convention: [Following Business Day Convention]/

⁴⁰ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁴¹ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁴² Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(delete as appropriate)

(E) **Dual Barrier Conditional Coupon** [Applicable/Not Applicable]

(Paragraph 1.18 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) If the Knock-in Value as of: the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the relevant Upper Coupon Barrier Value, Coupon Amount is payable in accordance with Paragraph 1.18(a) of Section 2 of the Additional Conditions.

(delete as appropriate)

(ii) If (i) is not applicable, and if the Knock-in Value as of: the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date] [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the relevant Lower Coupon Barrier Value, Coupon Amount is payable in accordance with Paragraph 1.18(b) of Section 2 of the Additional Conditions

(delete as appropriate)

(iii) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]

(iv) Upper Coupon Barrier Value: [[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Upper Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

- (v) Lower Coupon Barrier Value: [[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Lower Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

- (vi) Upper Coupon Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Determination Date	Upper Coupon Rate
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)

- (vii) Lower Coupon Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Determination Date	Lower Coupon Rate
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)

(viii) Interest Determination Date(s): [●]

(ix) Interest Payment Date(s): [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

[[Scheduled Interest Payment Date [is]/[are]] [●]]

(x) Interest Specified Day(s): [Applicable]/[Not Applicable]

(if Not Applicable, delete the below)

[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]

(xi) Business Day Convention: [Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (repeat as required)]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]

and where so adjusted

[Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(*delete as appropriate*)

(F) **Range Barrier Conditional** [Applicable/Not Applicable]
Coupon

(Paragraph 1.19 of Section 2 of the Additional Conditions) (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Elections for definition of "Number of Exchange Business Days (Barrier Condition Satisfied)": [Single Barrier Range Accrual is applicable. The Determination Agent will determine in respect of each Interest Period the number of Exchange Business Days in such Interest Period on which the Knock-in Value is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Coupon Barrier Value]

[OR]

[Dual Barrier Range Accrual is applicable. The Determination Agent will determine in respect of each Interest Period the number of Exchange Business Days in such Interest Period on which the Knock-in Value is [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value]

(*delete as appropriate*)

(ii) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]

(iii) Coupon Barrier Value: [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]/

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] (<i>repeat as required</i>)	[Not Applicable]/[[●]/[●] per cent. of Initial Reference Value] (<i>repeat as required</i>)

(iv) Upper Barrier Value: [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]/

Interest Determination Date	Upper Coupon Barrier Value
In respect of the Interest Determination Date falling on [●] (<i>repeat as required</i>)	[Not Applicable]/[[●]/[●] per cent. of Initial Reference Value] (<i>repeat as required</i>)

(v) Lower Barrier Value: [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]/

Interest Determination Date	Lower Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] <i>(repeat as required)</i>	[Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]/ <i>(repeat as required)</i>

(vi) Coupon Rate:

[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/

Interest Determination Date	Coupon Rate
[●] <i>(repeat as required)</i>	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/ <i>(repeat as required)</i>

(vii) Upper Coupon Rate:

[Not Applicable]/[[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/

Interest Determination Date	Upper Coupon Rate
[●] <i>(repeat as required)</i>	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.]

	[and] [not greater than [●] per cent.]] (repeat as required)

- (viii) Lower Coupon Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/

Interest Determination Date	Lower Coupon Rate
[●] (repeat as required)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (repeat as required)

- (ix) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

- (x) Interest Determination Date(s): [●]

- (xi) Interest Payment Date(s): [Each of the [●] day of [month], [month] (*repeat as required*) in each calendar year from (and including) [●] to (and including) [●]]/[●] (*specify dates*) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

[[Scheduled Interest Payment Date [is]/[are]] [●]]

- (xii) Interest Specified Day(s): [Applicable]/[Not Applicable]

(if Not Applicable, delete the below)

[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]

- (xiii) Interest Period(s): From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](*repeat as required*)

(for Swedish Securities, specify the following)

From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] *(repeat as required)*

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) subject to adjustment in accordance with the Business Day Convention or (ii) unadjusted)

- (xiv) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]
(delete as appropriate)

- (G) **Range Accrual Coupon** [Applicable/Not Applicable]
(Paragraph 1.20 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Coupon Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Date	Determination	Coupon Rate

[date] <i>(repeat as required)</i>	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] <i>(repeat as required)</i>

(ii) Upper Coupon Rate:

[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Date	Determination	Upper Coupon Rate
[date] <i>(repeat as required)</i>		[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] <i>(repeat as required)</i>

(iii) Lower Coupon Rate:

[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Date	Determination	Lower Coupon Rate
[date]		[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be

<i>(repeat as required)</i>	determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] <i>(repeat as required)</i>

- (iv) Elections for definition of "Number of Observation Dates (Barrier Condition Satisfied)":
- [Single Barrier Range Accrual is applicable. The Determination Agent will determine in respect of each Interest Period the number of Observation Days in such Interest Period on which the Knock-in Value is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Coupon Barrier Value]
- [OR]
- [Dual Barrier Range Accrual is applicable. The Determination Agent will determine in respect of each Interest Period the number of Observation Days in such Interest Period on which the Knock-in Value is [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value]
- (delete as appropriate)*
- (v) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]]
- (vi) Observation Date(s): [●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Equity-Linked Securities purposes)]⁴³/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Fund-Linked Securities purposes)]⁴⁴/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Futures Contract-Linked Securities purposes)]⁴⁵]
- (vii) Coupon Barrier Value: [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]

⁴³ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁴⁴ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁴⁵ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

- (viii) Upper Coupon Barrier Value: [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Upper Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

- (ix) Lower Coupon Barrier Value: [Not Applicable]/[[●]/[●] per cent. of Initial Reference Value]

[OR]

Interest Determination Date	Lower Coupon Barrier Value
In respect of the Interest Determination Date falling on [date] (repeat as required)	[[●]/[●] per cent. of Initial Reference Value] (repeat as required)

- (x) Relevant Factor: [●]

- (xi) Interest Determination Date(s): [●]

- (xii) Interest Payment Date(s): [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

[[Scheduled Interest Payment Date [is]/[are]] [●]]

- (xiii) Interest Specified Day(s): [Applicable]/[Not Applicable]

(if Not Applicable, delete the below)

- [●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]
- (xiv) Interest Period(s): From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)](*repeat as required*)
- (*for Swedish Securities, specify the following*)
- From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
- (*repeat as required*)
- (xv) Business Day Convention: [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
- [No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
- and where so adjusted
- [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
- (*delete as appropriate*)
- (xvi) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
- (H) **Performance Linked Coupon:** [Applicable/Not Applicable]
- (Paragraph 1.21 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Interest Determination Date(s): ☐ [●], in respect of which "N" shall be Not Applicable.] / [As set out in the following table:

Interest Determination Dates	N
☐ [●]	1
<i>Repeat as required</i>	<i>Repeat as required</i>

(if N is specified to be "Not Applicable", the value for N shall be equal to 1)

- (ii) Interest Floor: [Not Applicable]/☐ [●] per cent.]
- (iii) Strike: ☐ [●]/1/[Not Applicable]
- (iv) FX Return: [Applicable/Not Applicable]
- (v) FX_{Coupon}: [Determined in accordance with Section 5 of the Additional Conditions]/[Not Applicable]
- (vi) FX_{Initial}:
- Exchange Currency: ☐ [●]/[Not Applicable]
 - Relevant Screen Page in respect of Exchange Currency: ☐ [●]/[Not Applicable]
 - Specified Time in respect of Exchange Currency: ☐ [●]/[Not Applicable]
 - Second Currency: ☐ [●]/[Not Applicable]
 - Relevant Screen Page in respect of Second Currency: ☐ [●]/[Not Applicable]
 - Specified Time in respect of Second Currency: ☐ [●]/[Not Applicable]
- (vii) Interest Cap: ☐ [●] per cent.]/[Not Applicable] *(if "Not Applicable" is specified, the Interest Cap shall be equal to infinity)*

- (I) **Participation and Performance Linked Coupon:** [Applicable/Not Applicable]

(Paragraph 1.22 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i)	Interest Determination Date(s):	[●]
(ii)	Interest Floor:	[Not Applicable]/[●] per cent.]
(iii)	Interest Cap:	[Not Applicable]/[●] per cent.]
(iv)	Strike:	[●]/[1]/[Not Applicable]
(v)	Participation Rate:	[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
(vi)	FX Return:	[Applicable/Not Applicable]
(vii)	FX _{Coupon} :	[Determined in accordance with Section 5 of the Additional Conditions]/[Not Applicable]
(viii)	FX _{Initial} :	[Determined in accordance with Section 5 of the Additional Conditions]/[Not Applicable]
	• Exchange Currency:	[●]/[Not Applicable]
	• Relevant Screen Page in respect of Exchange Currency:	[●]/[Not Applicable]
	• Specified Time in respect of Exchange Currency:	[●]/[Not Applicable]
	• Second Currency:	[●]/[Not Applicable]
	• Relevant Screen Page in respect of Second Currency:	[●]/[Not Applicable]
	• Specified Time in respect of Second Currency:	[●]/[Not Applicable]
(J)	Inflation Linked Coupon: (Paragraph 1.23 of Section 2 of the Additional Conditions)	[Applicable: [Leveraged Inflation Coupon]/[Real Inflation Coupon]/ [UDI Inflation Coupon]/ [MXN Denominated UDI Adjustment Inflation Coupon]/ [MXI UDI Amortising Coupon]/ [Interpolated Inflation Linked Coupon]/ [Cumulative Inflation Coupon] applies]/[Not Applicable]
- (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- | | | |
|-----|---------------------|---|
| (i) | Interest Period(s): | From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] |
|-----|---------------------|---|

- [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
- (repeat as required)*
- (ii) Interest Payment Date(s): [Each of the [●] day of [month], [month] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]]/[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]
- (For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)*
- (iii) Business Day Convention: [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/
- [No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
- and where so adjusted
- [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]
- (delete as appropriate)*
- (iv) Leverage: [●] per cent. *(specify per Interest Payment Date if UDI Step-Up or UDI Step-Down is applicable)*
- UDI Step-Up: [Applicable]/[Not Applicable]
- UDI Step-Down [Applicable]/[Not Applicable]
- (v) Spread: [[+/-] [●] per cent.]/[Not Applicable]
- (vi) CPI_{Initial}: [●]/[Initial Inflation Index Level]/[Not Applicable]
- [- Determination Month (Initial): [●] *(specify if Initial Inflation Index Level is applicable)*
- (vii) UDI_{Initial}: [●]/[The official determination of the Inflation Index published for the Issue Date subject to adjustment in accordance with the

provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*).][Not Applicable]

(viii) UDI Final Observation Date: [●]/[Not Applicable]

(ix) Observation Date(s):

Interest Payment Date	Observation Date
In respect of the Interest Determination Date falling on [●] (repeat as required)	[●] (repeat as required)

/

[Not Applicable]

(*Observation Date is only applicable for UDI Inflation Coupon or MXN Denominated UDI Adjustment Inflation Coupon or MXI UDI Amortising Coupon*)

(x) Determination Month:

Determination Month Table		
Interest Payment Date(s)	Determination Month (n)	Determination Month (m)
[insert date] (repeat as required)	[insert calendar month and year] (repeat as required)	[insert calendar month and year] (repeat as required)

[OR]

[Not Applicable] (*Determination Month is not applicable for UDI Inflation Coupon or MXN Denominated UDI Adjustment Inflation Coupon or MXI UDI Amortising Coupon*) [As specified below] (*insert sub-paragraphs below if Determination Month Table not applicable*)

- Determination Month (m): [In respect of an Interest Period and the [Scheduled] Interest Payment Date on which such Interest Period ends, [[●] calendar month[s] [before]/[after]] the month in which such [Scheduled] Interest Payment Date [falls]/[is scheduled to fall]

- Determination Month (n): [In respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, as specified in the column headed "Determination Month (n)" in paragraph (iv) above corresponding to such Interest Payment Date]/

[In respect of each Interest Period and the [Scheduled] Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), [●] [calendar month][s][before][after] the month in which such [Scheduled] Interest Payment Date falls]

(xi) Relevant Inflation Index: [●]/[Not Applicable]

(xii) DIR Index Level: 'm' is [3]/[specify other]

'p' is [2]/[specify other]

[OR]

[Not Applicable]

(xiii) Interest Cap: [●]/[Not Applicable]

(xiv) Interest Floor: [●]/[Not Applicable]

(xv) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

(K) **Mixto Coupon** [Applicable/Not Applicable]

(Paragraph 1.24 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Automatic Partial Redemption Date: [●]

(ii) Automatic Partial Redemption Rate: [●] per cent.

(iii) Upper Coupon Rate: [[●] per cent.]/[Not Applicable]

(iv) Coupon Barrier Value: [[●]/[●] per cent. of Initial Reference Value]/[Not Applicable]

[OR]

Interest Determination Date	Coupon Barrier Value
In respect of the Interest Determination Date falling on [●] <i>(repeat as required)</i>	[[●]/[●] per cent. of Initial Reference Value] <i>(repeat as required)</i>

(v) Lower Coupon Rate: [●] per cent.

(vi) Interest Determination Date(s): [●]/[Not Applicable]

(vii) Interest Payment Date(s): [Each of the [●] day of [month], [month] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]]/[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

[[Scheduled Interest Payment Date [is]/[are]] [●]]

(viii) Interest Specified Day(s): [Applicable]/[Not Applicable]

(if Not Applicable, delete the below)

[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]

- (ix) Business Day Convention: [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
(delete as appropriate)
- (x) Interest payable on Automatic Partial Redemption Amount: [Applicable]/[Not Applicable]
- (L) **Annual Performance Linked Coupon** [Applicable/Not Applicable]
(Paragraph 1.25 of Section 2 of the Additional Conditions)
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Observation Dates: [●]
- (ii) Interest Cap: [Not Applicable]/[[●] per cent.]
- (iii) Strike: [●]/[1]/[Not Applicable]
- (iv) Reference Value: Initial Reference Value: [Applicable/Not Applicable]
Relevant Underlying Value_{OD}: [Applicable/Not Applicable]
- (M) **Cappuccino Coupon** [Applicable/Not Applicable]
(Paragraph 1.26 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
(Note that where Cappuccino Coupon is 'Applicable', the terms of Paragraph 1.26 of Section 2 of the Additional Conditions will apply (as further specified by the elections made in this paragraph 26(M) (Cappuccino Coupon)), notwithstanding that

'Basket Barrier Performance' is not specified in paragraph 26(O)(II)(xiii) (Basket Barrier Performance)

- (i) Interest Payment Date(s): [Scheduled Maturity Date]/[●]
- (ii) Interest Period(s): [From (and including) [date] to (but excluding) [date] (*repeat as required*)]/ [From (and including) each of the [●] day of [month] to (but excluding) each of the [●] day of [month] and from (and including) each of the [●] day of [month] to (but excluding) each of the [●] day of [month] (*repeat as required*)] in each calendar year from (and including) [●] to (and including) [●] [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not being adjusted for any Business Day Convention]
- (For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) subject to adjustment in accordance with the Business Day Convention or (ii) not being adjusted for any Business Day Convention)*
- (iii) Interest Determination Date(s): [●]
- (i) If the Knock-in Value as of: the [relevant Interest Determination Date]/[each Barrier Observation Date in respect of the relevant Interest Determination Date]/[any time during the Barrier Observation Period in respect of the relevant Interest Determination Date]/[at all times during the Barrier Observation Period] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the relevant Coupon Barrier Value, Coupon Amount is payable in accordance with Paragraph 1.27 of Section 2 of the Additional Conditions
- (delete as appropriate)*
- (ii) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- (iv) Business Day Convention: [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
- [No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
- and where so adjusted
- [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]

(*delete as appropriate*)

- (v) Calculation Amount: [●]
- (vi) Lower Coupon Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- (vii) Relevant Underlying Value: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above].

[OR]

Basket Component	Relevant Underlying Value
[●] (<i>Repeat as required</i>)	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- (viii) Coupon Barrier Value: [[●]/[●] per cent. of Initial Reference Value]

- (ix) Specified Percentage: [[●] per cent.]/[Not Applicable]

- (N) **Dropback Coupon** [Applicable/Not Applicable]

(Paragraph 1.27 of Section 2 of the Additional Conditions) (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- (i) Coupon Amount: Calculation Amount × Coupon Rate × Cash Allocation × Day Count Fraction

- (ii) Coupon Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

[OR]

Interest Determination Date	Coupon Rate
[date] (<i>repeat as required</i>)	[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on

	[●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] (<i>repeat as required</i>)
- (iii) Interest Payment Date(s): [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]
- (*For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted*)
- [[Scheduled Interest Payment Date [is]/[are]] [●]]
- (iv) Interest Period(s): From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]
- (*repeat as required*)
- (v) Interest Determination Date(s): [●]
- (vi) Business Day Convention: [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
- [No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
- and where so adjusted
- [Following Business Day Convention]/
- [Modified Following Business Day Convention]/[Modified Business Day Convention]/
- [Preceding Business Day Convention]/
- [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
- (*delete as appropriate*)
- (vii) Day Count Fraction: [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360]

			(ICMA))/[30/360 Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	(ISDA))/[360/360]/[Bond Basis]/[30E/360 (ISDA)]/[1/1]
(O)	Multi Performance Linked Coupon		[Applicable/Not Applicable]	
	(Paragraph 1.29 of Section of the Additional Conditions)			
(i)	Interest Payment Date(s):	[Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]		
	(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)			
	[[Scheduled Interest Payment Date [is]/[are]] [●]]			
(ii)	Interest Period(s):	From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]		
	(repeat as required)			
(iii)	Interest Determination Date(s):	[●]		
(iv)	Business Day Convention:	[Following Business Day Convention]/ [Modified Following Business Day Convention]/[Modified Business Day Convention]/ [Preceding Business Day Convention]/ [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (repeat as required)]/Floating Rate Convention]/[Eurodollar Convention]/ [No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes] and where so adjusted [Following Business Day Convention]/ [Modified Following Business Day Convention]/[Modified Business Day Convention]/ [Preceding Business Day Convention]/ [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (repeat as required)]/Floating Rate Convention]/[Eurodollar Convention] (delete as appropriate)		
(v)	Day Count Fraction:	[Actual/Actual ICMA))/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365		

Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360
(ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond
Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

(P) **Lock In Coupon:** [Applicable/Not Applicable]

(Paragraph 1.31 of Section 2 of the
Additional Conditions)

*(if Not Applicable, delete the remaining sub-paragraphs of this
paragraph)*

- Participation Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the
Determination Agent before the Issue Date and notified to the
Securityholders not more than 15 Business Days thereafter by
publication on [●] *(insert website address)*, provided that such
percentage rate shall be [not less than [●] per cent.] [and] [not
greater than [●] per cent.]]
- Lock In Level: [●]
- Lock In Business Days: [●] [Business Day[s]]/[Clearing System Business
Day[s]]/[calendar days]]
- Lock In Increment: [●] /

Interest Determination Date	Lock In Increment
[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

- Interest Determination Date(s): [Each [●] [Scheduled Trading Day] beginning on [(and
including)]/[(but excluding)] [date] and ending on [(and
including)]/[(but excluding)] [date]]/[●]

PROVISIONS RELATING TO FINAL REDEMPTION

32. **Final Redemption Amount of each Security** [[●] per Calculation Amount]/[As determined in accordance
with [Sub-Section III (*Redemption at Maturity*) of Section 2 of
the Additional Conditions and paragraph 33 (*Linked
Redemption Provisions for Securities other than Preference
Share-Linked Securities: Final Redemption Amount*)
below]/[Section 3 of the Additional Conditions and paragraph
35 (*Linked Redemption Provisions for Preference Share-Linked
Redemption Securities: Final Redemption Amount*) below]

(General Condition 16.1)

- (i) Final Bonus: [Applicable/Not Applicable]
 - (ii) Final Bonus Amount: [●]/[Not Applicable]
33. **Linked Redemption Provisions for Securities other than Preference Share-Linked Securities: Final Redemption Amount** [Applicable]/[Not Applicable]
(if Not Applicable, delete the sub-paragraphs of this paragraph)
*(If applicable in the case of Multi Asset Basket Securities and
any variables of a payoff vary per Relevant Underlying Asset*

(General Condition 17 and Sub-Sub-Section III (*Redemption at Maturity*) of Section 2 of the Additional Conditions)

(*eg. a Final Redemption Barrier Value*) specify per Relevant Underlying Asset)

(i) **Fixed Redemption** [Applicable. The Specified Rate is [●] per cent. [Minimum Coupon is Applicable. The Minimum Coupon Rate is [●].]/[Not Applicable]

(Paragraph 3.1 of Section 2 of the Additional Conditions)

(ii) **Barrier Redemption ([Principal at Risk]/[Principal Not at Risk]):** [Applicable/Applicable, subject to the occurrence of a Knock-Out Event/Not Applicable]

(Paragraph 3.2 of Section 2 of the Additional Conditions)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

• Final Redemption Amount will be :

– if [as of the Determination Date/as of each Observation Date/any time during the Observation Period]: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value :

(If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component)

[Specified Rate 1 x Calculation Amount]

$[Calculation Amount \times \text{Max} [Floor 1 ; \text{Min} [Cap 1 ; \text{Specified Rate 1} + [(Participation Rate 1 \times \text{Max} (Final Redemption Rate ; Relevant Underlying Performance)) \times FXFinal/FXInitial}]]]$

$[Calculation Amount \times \text{Max} [Floor 1 ; \text{Min} [Cap 1 ; \text{Specified Rate 1} + (Participation Rate 1 \times \text{Max}(0 ; \text{Relevant Underlying Performance} - \text{Performance Rate}) \times FXFinal/FXInitial}]]]$

$[Calculation Amount \times \text{Min} [Cap ; \text{Specified Rate 1} + [(number of [calendar days/Business Days] from the [Issue Date/Strike Date]) / Y] * [●] \%]]]$

(delete as appropriate)

– In all other cases: [Specified Rate 2 x Calculation Amount]

[an amount below Par,] [calculated in accordance with the following formula:

Calculation Amount $\times \text{Min [Cap 2 ; Max (Floor 2 ; (Specified Rate 2 +(Participation Rate 2 x Relevant Underlying Performance) \times FX_{Final}/FX_{Initial})]}$

]/[Physical Settlement applies. Please refer to item (xxxviii) (*Physical Settlement*) below for further details.]

- Determination Date: [date]
- Final Redemption Observation Date(s): [[●]]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]⁴⁶/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]⁴⁷/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]⁴⁸]/[Not Applicable]
- Final Redemption Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

(If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate in the table below as applicable for each Basket Component)

Basket Component	Final Redemption Barrier Value

⁴⁶ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁴⁷ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁴⁸ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

[●] (repeat as required)	[●] / [●] % of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value (repeat as required)

- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Floor 1: [[●]%/][Not Applicable, then the Final Redemption amount may be zero.]
- Floor 2: [[●]%/][Not Applicable, then the Final Redemption amount may be zero.]
- Cap 1: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
- Cap 2: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
- Participation Rate 1: [Not Applicable]/[●] %
- Participation Rate 2: [Not Applicable]/[●] %
- Y: [Not Applicable]/[●]
- Final Redemption Rate: [[●]%/][Not Applicable]
- Performance Rate: [[●]%/][Not Applicable]
- Prior Coupon Amount Deduction: [Applicable]/[Not Applicable]
- FX Return: [Applicable/Not Applicable]

(If FX Return is Not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)

-
- [FXInitial: [Applicable]/[Not Applicable]
 - FXFinal: [Applicable]/[Not Applicable]
 - [Exchange Currency [●]
 - Relevant Screen Page in respect of Exchange Currency: [●]
 - Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
 - Base Currency: [●][Not Applicable]
 - Second Currency: [●]
 - Relevant Screen Page in respect of Second Currency: [●][Not Applicable]
 - Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
- (iii) Dual Barrier Redemption (Principal at Risk): [Applicable/Applicable subject to the occurrence of a Knock-Out Event /Not Applicable]
- (Paragraph 3.3 of Section 2 of the Additional Conditions)
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Final Redemption Amount will be:
 - If [as of the Determination Date/as of each Observation Date/any time during the Observation Period]: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:
(If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component)
- [Specified Rate 1 x Calculation Amount]

- [Calculation Amount $\times$ Max [Floor 1 ; Min [Cap 1 ; Specified Rate 1 + [(Participation Rate 1 $\times$ Max (Final Redemption Rate ; Relevant Underlying Performance)) $\times$ FXFinal/FXInitial]]]
- [Calculation Amount $\times$ Max [Floor 1 ; Min [Cap 1 ; Specified Rate 1 + (Participation Rate 1 $\times$ Max(0 ; Relevant Underlying Performance - Performance Rate) $\times$ FXFinal/FXInitial)]]
- [Calculation Amount $\times$ Min [Cap; Specified Rate 1 + [(number of [calendar days/Business Days] from the [Issue Date/Strike Date]) / Y] $\times$ [•] %]]]
- (delete as appropriate)
- If [as of the Determination Date/as of each Observation Date/ any time during the Observation Period]:
- [the Value]/[the Performance] of the Relevant Underlying is
- (i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°1:
- (ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:
- (If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component)
- [Specified Rate 2 $\times$ Calculation Amount]
- [Calculation Amount $\times$ Max [Floor 2 ; Min [Cap 2 ; Specified Rate 2 + [(Participation Rate 2 $\times$ Max (Final Redemption Rate ; Relevant Underlying Performance)) $\times$ FXFinal/FXInitial]]]
- [Calculation Amount $\times$ Max [Floor 2 ; Min [Cap 2 ; Specified Rate 2 + (Participation Rate 2 $\times$ Max(0 ; Relevant Underlying Performance - Performance Rate) $\times$ FXFinal/FXInitial)]]
- [Calculation Amount $\times$ Min [Cap; Specified Rate 2 + [(number of [calendar days/Business Days] from the [Issue Date/Strike Date]) / Y] $\times$ [•] %]]]
- (delete as appropriate)
- In all other cases:
- [Specified Rate 3 $\times$ Calculation Amount]
- [an amount below Par,] [calculated in accordance with the following formula:
- Calculation Amount $\times$ Min [Cap 3 ; Max (Floor 3 ;(Specified Rate 3 +(Participation Rate 3 $\times$ Relevant Underlying Performance) $\times$ FXFinal/FXInitial))]]]

]/[Physical Settlement applies. Please refer to item (xxxviii) (*Physical Settlement*) below for further details.]

- Determination Date: [date]
- Final Redemption Observation Date(s): [[●]]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]⁴⁹/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]⁵⁰/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]⁵¹]/[Not Applicable]
- Final Redemption Barrier Value n°1: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

(If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate in the table below as applicable for each Basket Component)

Basket Component	Final Redemption Barrier Value n°1
[[●]] (repeat as required)	[[●] / [●] % of the Relevant Underlying Performance / [●] per

⁴⁹ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁵⁰ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁵¹ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

	cent. of the Initial Reference Value (repeat as required)

- Final Redemption Barrier Value n°2: $[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$

[OR]

(If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate in the table below as applicable for each Basket Component)

Basket Component	Final Redemption Barrier Value n°2
$[\bullet]$ (repeat as required)	$[\bullet] / [\bullet] \% \text{ of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}$ (repeat as required)

- Specified Rate 1: $[\bullet]/[100] \text{ per cent.}]/[A \text{ percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on } [\bullet] \text{ (insert website address), provided that such percentage rate shall be [not less than } [\bullet] \text{ per cent.]} \text{ [and] [not greater than } [\bullet] \text{ per cent.]}]$
- Specified Rate 2: $[\bullet]/[100] \text{ per cent.}]/[A \text{ percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on } [\bullet] \text{ (insert website address), provided that such percentage rate shall be [not less than } [\bullet] \text{ per cent.]} \text{ [and] [not greater than } [\bullet] \text{ per cent.]}]$
- Specified Rate 3: $[\bullet]/[100] \text{ per cent.}]/[A \text{ percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on } [\bullet] \text{ (insert website address), provided that such percentage rate shall be [not less than } [\bullet] \text{ per cent.]} \text{ [and] [not greater than } [\bullet] \text{ per cent.]}]$
- Floor 1: $[[\bullet]\%]/[\text{Not Applicable, then the Final Redemption amount may be zero.}]$
- Floor 2: $[[\bullet]\%]/[\text{Not Applicable, then the Final Redemption amount may be zero.}]$

- Floor 3: [[●]%/ [Not Applicable, then the Final Redemption amount may be zero.]
 - Cap 1: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount/[Not Applicable]
 - Cap 2: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount/[Not Applicable]
 - Cap 3: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount/[Not Applicable]
 - Participation Rate 1: [Not Applicable]/[●] %
 - Participation Rate 2: [Not Applicable]/[●] %
 - Participation Rate 3: [Not Applicable]/[●] %
 - Y: [Not Applicable]/[●]
 - Final Redemption Rate: [[●]%/ [Not Applicable]
 - Performance Rate: [[●]%/ [Not Applicable]
 - Prior Coupon Amount Deduction: [Applicable]/[Not Applicable]
 - FX Return: [Applicable/Not Applicable]
- (If FX Return is Not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)*
- [FXInitial: [Applicable]/[Not Applicable]
 - FXFinal: [Applicable]/[Not Applicable]
 - [Exchange Currency [●]
 - Relevant Screen Page in respect of Exchange Currency: [●]
 - Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
- (Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)*
- Base Currency: [●][Not Applicable]

- Second Currency: [●]
 - Relevant Screen Page in respect of Second Currency: [●][Not Applicable]
 - Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
- (iv) Triple Barrier Redemption (Principal at Risk): [Applicable/Applicable subject to the occurrence of a Knock-Out Event /Not Applicable]
- (Paragraph 3.2 of Section 2 of the Additional Conditions)
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Final Redemption Amount will be :
 - If [as of the Determination Date/as of each Observation Date/any time during the Observation Period]:

[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°3 :

(If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component)

[Specified Rate 1 x Calculation Amount]

[Calculation Amount × Max [Floor 1 ; Min [Cap 1 ; Specified Rate 1 + [(Participation Rate 1 × Max (Final Redemption Rate ; Relevant Underlying Performance)) ×FXFinal/FXInitial]]

[Calculation Amount ×Max [Floor 1 ; Min [Cap 1 ; Specified Rate 1 + (Participation Rate 1 × Max(0 ; Relevant Underlying Performance - Performance Rate) ×FXFinal/FXInitial]]

*[Calculation Amount ×Min [Cap; Specified Rate 1 + [(number of [calendar days/Business Days] from the [Issue Date/Strike Date]) / Y] * [•] %]]*

(delete as appropriate)
 - If [as of the Determination Date/as of each Observation Date/any time during

[the Value]/[the Performance] of the Relevant Underlying is

(i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°3

- the Observation Period]: and
- (ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:
- [Specified Rate 2 x Calculation Amount]
- $$[Calculation Amount \times \text{Max} [Floor 2 ; \text{Min} [Cap 2 ; \text{Specified Rate 2} + [(Participation Rate 2 \times \text{Max} (Final Redemption Rate ; Relevant Underlying Performance)) \times FXFinal/FXInitial]]]$$
- $$[Calculation Amount \times \text{Max} [Floor 2 ; \text{Min} [Cap 2 ; \text{Specified Rate 2} + (Participation Rate 2 \times \text{Max}(0 ; Relevant Underlying Performance - Performance Rate) \times FXFinal/FXInitial))]$$
- $$[Calculation Amount \times \text{Min} [Cap ; \text{Specified Rate 2} + [(number of [calendar days/Business Days] from the [Issue Date/Strike Date]) / Y] * [\bullet \%]]]$$
- (delete as appropriate)
- if Relevant Underlying Performance [as of the Determination Date/as of each Observation Date/any time during the Observation Period]is:
- (i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°1
- and
- (ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:
- Specified Rate 3 x Calculation Amount]
- (delete as appropriate)
- In all other cases: [an amount below Par,] [calculated in accordance with the following formula:
- $$Calculation Amount \times \text{Min} [Cap 3 ; \text{Max} (Floor 3 ; (\text{Specified Rate 4} + (Participation Rate 3 \times Relevant Underlying Performance) \times FXFinal/FXInitial)))]]$$
-]/[Physical Settlement applies. Please refer to item (xxxviii)I (Physical Settlement) below for further details.]
- Determination Date: [date]
- Final Redemption Observation Date(s): [[●]]/[Not Applicable]

- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]⁵²/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]⁵³/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]⁵⁴/[Not Applicable]
- Final Redemption Barrier Value n°1: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
- Final Redemption Barrier Value n°2: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
- Final Redemption Barrier Value n°3: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 3: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such

⁵² Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁵³ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁵⁴ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 4: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Floor 1: [[●]%/[Not Applicable, then the Final Redemption amount may be zero.]
 - Floor 2: [[●]%/[Not Applicable, then the Final Redemption amount may be zero.]
 - Floor 3: [[●]%/[Not Applicable, then the Final Redemption amount may be zero.]
 - Cap 1: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
 - Cap 2: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
 - Cap 3: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
 - Participation Rate 1: [Not Applicable]/[●] %
 - Participation Rate 2: [Not Applicable]/[●] %
 - Participation Rate 3: [Not Applicable]/[●] %
 - Y: [Not Applicable]/[●]
 - Final Redemption Rate: [[●]%/[Not Applicable]
 - Performance Rate: [[●]%/[Not Applicable]
 - Prior Coupon Amount Deduction: [Applicable]/[Not Applicable]
 - FX Return: [Applicable]/[Not Applicable]
- (If FX Return is Not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)*
- [FXInitial: [Applicable]/[Not Applicable]
 - FXFinal: [Applicable]/[Not Applicable]

- [Exchange Currency] [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Base Currency: [●][Not Applicable]
- Second Currency: [●]
- Relevant Screen Page in respect of Second Currency: [●][Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
- (v) Geared Barrier Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]
(Paragraph 3.2 of Section 2 of the Additional Conditions) (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Final Redemption Amount:
- If Final Reference Value as of the Determination Date is: [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Geared Value:
Specified Rate x Calculation Amount
- OR
- In all other cases: An amount [below Par.] calculated in accordance with the following formula :

Calculation Amount x Max (Floor; (Final Reference Value / Geared Initial Reference Value))
- Adjusted Initial Reference Value: [●]% of the Initial Reference Value

- Determination Date: [date]
- Specified Rate: [●]%
- Floor: [[●]%/][Not Applicable, then the Final Redemption amount may be zero.]
- (vi) Participation Redemption
[[Principal at
Risk]/[Principal Not at
Risk]] [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

(Paragraph 3.2 of Section 2
of the Additional
Conditions)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- Final Redemption Amount: An amount than can be below Par, determined in accordance with the following formula :

Calculation Amount × Min [Cap ; Max (Floor ; Specified Rate + [(Participation Rate × Max(Final Redemption Rate; Relevant Underlying Performance) × FXFinal/FXInitial))] + Bonus Amount

- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Floor: [[●]%/][Not Applicable]
- Cap: [[●]%/][Not Applicable]
- Participation Rate: [•] per cent.
- Final Redemption Rate: [[●]%/][Not Applicable]
- Determination Date: [date]
- Bonus Amount: [[●]%/][Not Applicable]
- FX Return: [Applicable/Not Applicable]

(If FX Return is Not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)

- [FXInitial: [Applicable]/[Not Applicable]
- FXFinal: [Applicable]/[Not Applicable]
- [Exchange Currency [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Base Currency: [●][Not Applicable]
- Second Currency: [●]
- Relevant Screen Page in respect of Second Currency: [●][Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
- (vii) Modified Airbag Barrier Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

(Paragraph 3.7 of Section 2 of the Additional Conditions)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Final Redemption Amount:
 - If at the Determination Date: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value n°2:

[Calculation Amount × Min [Cap; Specified Rate 1 + (Participation Rate × Performance of the Underlying)]]
 - If at the Determination Date: [the Value]/[the Performance] of the Relevant Underlying is

(i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°1:

(ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:

(delete as appropriate)

Specified Rate 2 x Calculation Amount

- In all other cases: [An amount below Par,]determined in accordance with the following formula:

Calculation Amount x Max [Floor; (Specified Rate 3 + (Airbag Rate x (Performance of the Relevant Underlying – Percentage Rate)))]
- Determination Date: [date]
- Final Redemption Barrier Value n°1: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
- Final Redemption Barrier Value n°2: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 3: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Airbag Rate: [•] per cent.
- Participation Rate: [•] per cent.

- Floor: $[[\bullet]\%]/[\text{Not Applicable, then the Final Redemption amount may be zero.}]$
 - Cap: $[\bullet]\%$, the Final Redemption Amount cannot be greater than $[\bullet]\%$ per Calculation Amount/ $[\text{Not Applicable}]$
 - Percentage Rate $[\bullet]$ per cent.
- (viii) Lock in Redemption (Principal at Risk) $[\text{Applicable} / \text{Applicable, subject to the occurrence of a Knock-Out Event} / \text{Not Applicable}]$
- (Paragraph 3.8 of Section 2 of the Additional Conditions)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- Final Redemption Amount:
 - If as of any of the Barrier Observation Dates is: $[\text{the Value}]/[\text{the Performance}]$ of the Relevant Underlying is $[\text{greater than}] / [\text{greater than or equal to}] / [\text{less than}] / [\text{less than or equal to}]$ the Lock in Barrier Value,
Specified Rate 1 x Calculation Amount.
 - In all other cases: An amount $[\text{below Par,}]$ calculated in accordance with the following formula:

Calculation Amount x Max $[\text{Floor; (Specified Rate 2 + (Performance of the Relevant Underlying))}]$

 $]/[\text{Physical Settlement applies. Please refer to item (xxxviii) (Physical Settlement) below for further details.}]$
- Lock in Barrier Value: $[[\bullet] / [\bullet]]$ per cent. of the Relevant Underlying Performance / $[\bullet]$ per cent. of the Initial Reference Value

[OR]

Barrier Observation Date	Lock in Barrier Value
In respect of the Barrier Observation Date falling on <i>[date]</i>	$[[\bullet] / [\bullet]]$ per cent. of the Relevant Underlying Performance / $[\bullet]$ per cent. of the Initial Reference Value
<i>[...]</i>	<i>[...]</i>

In respect of the Barrier Observation Date falling on [date]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

- Barrier Observation Date(s): [date][, [date].... and [date]]
 - Determination Date: [date]
 - Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- (ix) Barrier & Lock in Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

(Paragraph 3.9 of Section 2 of the Additional Conditions)

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- Final Redemption Amount:
- If as of the Determination Date is: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value,
Specified Rate 1 x Calculation Amount

OR

- If as of any of the Barrier [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Lock in Barrier Value,

Observation Dates
is:

Specified Rate 1 x Calculation Amount

OR

- In all other cases: An amount [below Par,] calculated in accordance with the following formula:

Calculation Amount x Max [Floor; (Specified Rate 2 + (Performance of the Relevant Underlying)]

]/[Physical Settlement applies. Please refer to item (xxxviii) (*Physical Settlement*) below for further details.]

- Final Redemption Barrier Value: $[[\bullet] / [\bullet]]$ per cent. of the Relevant Underlying Performance / $[\bullet]$ per cent. of the Initial Reference Value]
- Lock in Barrier Value(s): $[[\bullet] / [\bullet]]$ per cent. of the Relevant Underlying Performance / $[\bullet]$ per cent. of the Initial Reference Value]

[OR]

Barrier Observation Date	Lock in Barrier Value
In respect of the Barrier Observation Date falling on [date]	$[[\bullet] / [\bullet]]$ per cent. of the Relevant Underlying Performance / $[\bullet]$ per cent. of the Initial Reference Value]
[...]	[...]
In respect of the Barrier Observation Date falling on [date]	$[[\bullet] / [\bullet]]$ per cent. of the Relevant Underlying Performance / $[\bullet]$ per cent. of the Initial Reference Value]

- Barrier Observation Date(s): [date][, [date].... and [date]]
- Specified Rate 1: $[\bullet]/[100]$ per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on $[\bullet]$ (*insert website address*), **provided that** such percentage rate shall be [not less than $[\bullet]$ per cent.] [and] [not greater than $[\bullet]$ per cent.]]
- Specified Rate 2: $[\bullet]/[100]$ per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the

Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

- (x) Capitalised Memory [Applicable/Not Applicable]
Redemption:

(Paragraph 3.10 of Section
2 of the Additional
Conditions)

- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Final Redemption Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

- (xi) Performance-Linked [Applicable]/[Not Applicable]
Redemption:

(Paragraph 3.11 of Section
2 of the Additional
Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- Strike: [●]/[1]/[Not Applicable]
- Specified Percentage 1: [●] per cent.
- Specified Percentage 2: [●] per cent.
- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]

- Specified Percentage: ☐ per cent.]/[Not Applicable]
- Final Reference Value as of the Determination Date: Determined in accordance with the Value Determination Terms specified in paragraph ☐ below.
- (xii) Participation Redemption – FX Performance Adjustment: ☐ [Applicable]/[Not Applicable]
(Paragraph 3.12 of Section 2 of the Additional Conditions)
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- Barrier Feature: ☐ [Applicable]/[Not Applicable]
- Elections for Paragraph 3.12(a)(i) of Section 2 of the Additional Conditions: If the Determination Agent determines that the Knock-in Value as of the ☐ [Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is ☐ [greater than]/[greater than or equal to]/[equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value, Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.12(a)(i) of Section 2 of the Additional Conditions.

(delete as appropriate)

(Specify if Barrier Feature is specified as applicable, otherwise specify as "Not Applicable".)
- FX Return (Downside Redemption): ☐ [Applicable]/[Not Applicable]
- $FX_{InitialOption}$ Determination Date: ☐ [The Currency Business Day ☐ [immediately preceding] OR ☐ ☐ days preceding]] the Strike Date]/☐ ☐ [specify date]]/[Not Applicable]
- $FX_{FinalOption}$ Determination Date: ☐ [The Currency Business Day ☐ [immediately succeeding] OR ☐ ☐ days succeeding]] the Determination Date]/☐ ☐ [specify date]]/[Not Applicable]
- $FX_{InitialPrincipal}$ Determination Date: ☐ [The Currency Business Day ☐ [immediately preceding] OR ☐ ☐ days preceding]] the Strike Date]/☐ ☐ [specify date]]/[Not Applicable]
- $FX_{FinalPrincipal}$ Determination Date: ☐ [The Currency Business Day ☐ [immediately succeeding] OR ☐ ☐ days succeeding]] the Determination Date]/☐ ☐ [specify date]]/[Not Applicable]
- Basic Value Determination Terms: *(specify if Average Value is selected otherwise delete this provision)* ☐ [Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]

- Averaging Dates [●]
in relation to the relevant date or period: (*specify if Average Value is selected, otherwise delete this provision*)
- Averaging Date Disruption: [Omission]/[Postponement]/[Modified Postponement]
(*For Equity-Linked Securities or Futures-Contract Linked Securities only, specify if Average Value is selected, otherwise (and if not an Equity-Linked Security or a Futures Contract-Linked Security) delete this provision*)
- Knock-in Value: [[[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance] is applicable]/[Relevant Underlying Performance]/[Lowest Basket Component Performance]/[is the Relevant Underlying Value] [and "N" is equal to [●]]]/[Not Applicable]
- Final Redemption Barrier Value: [[●]/[●] per cent of Initial Reference Value]/[Not Applicable]
- Determination Date: [●]
- Final Redemption Observation Date(s): [[●]]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]]⁵⁵/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities

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Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- purposes)]⁵⁶/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]⁵⁷]/[Not Applicable]
- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Participation Rate 1: [Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Final Redemption Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Relevant Underlying Performance: [*insert Performance Determination Term specified above*] applies. See paragraph [●] above for further details.
 - Performance Rate: [[●] per cent.]/[Not Applicable]
 - FX_{FinalOption}: [Applicable]/[Not Applicable]
 - FX_{InitialOption}: [Applicable]/[Not Applicable]
 - Exchange Currency: [●]/[Not Applicable]
 - Relevant Screen Page in respect of Exchange Currency: [●]/[Not Applicable]
 - Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
 - Second Currency: [●]/[Not Applicable]

⁵⁶ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁵⁷ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

(if Not Applicable, delete the following two sub-paragraphs of this paragraph)

- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Elections for Paragraph 3.10(a)(ii) of Section 2 of the Additional Conditions: *(Specify if Barrier Feature is specified as applicable, otherwise specify as "Not Applicable" and delete the remaining sub-paragraphs of this paragraph.)*
 - Worst Performance: [Applicable]/[Not Applicable]
 - FX Return (Downside Redemption): [Applicable]/[Not Applicable]
 - Specified Rate 2: [●]/[100] per cent.
 - Participation Rate 2: [●]/[100] per cent./[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/[Not Applicable]
 - Value Determination Terms for Final Reference Value (Final Redemption) as of the Final Redemption Determination Date(s): [Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Average Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]
 - Final Redemption Determination Date(s): [●]

- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
- Specified Percentage: [[●] per cent.]/[Not Applicable]
- Final Reference Value: [Not Applicable]/Determined in accordance with the Value Determination Terms specified in paragraph [●] below.
- Relevant Underlying Value as of any Final Redemption Observation Date or during any Barrier Observation Period: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
- Relevant Underlying Performance for determining the Knock-in Value: [[insert Performance Determination Term specified above] applies. See paragraph [●] below for further details.]/[Not Applicable]

- (xiii) Dual Barrier Redemption – Twin Win 1 [Applicable]/[Not Applicable]
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
(Paragraph 3.13 of Section 2 of the Additional Conditions)

- Elections for Paragraph 3.13(a) of Section 2 of the Additional Conditions: If the Determination Agent determines that the Knock-in Value as of the [Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 1, Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.13(a) of Section 2 of the Additional Conditions.

(delete as appropriate)

- Elections for Paragraph 3.13(b) of Section 2 of the Additional Conditions: If the Determination Agent determines that the Knock-in Value as of the [Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2, Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.13(b) of Section 2 of the Additional Conditions.

(delete as appropriate)

- Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Final Redemption Barrier Value 1: [●]/[●] per cent of Initial Reference Value]
- Final Redemption Barrier Value 2: [●]/[●] per cent of Initial Reference Value]
- Determination Date: [●]
- Final Redemption Observation Date(s): [●]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) *(Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)*] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]]⁵⁸/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]]⁵⁹/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]]⁶⁰]/[Not Applicable]
- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such

⁵⁸ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁵⁹ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁶⁰ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Specified Rate 3: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/[Not Applicable]
 - Participation Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Participation Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Participation Rate 3: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/[Not Applicable]
 - Final Redemption Rate 1: [●] per cent.
 - Final Redemption Rate 2: [●] per cent.
 - FX_{Initial}: [In respect of Paragraph 3.13(a) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
[In respect of Paragraph 3.13(b) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
[In respect of Paragraph 3.13(c) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - FX_{Final}: [In respect of Paragraph 3.13(a) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
[In respect of Paragraph 3.13(b) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
[In respect of Paragraph 3.13(c) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]

Pro Forma Final Terms for Securities

- Exchange Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Exchange Currency: [●]/[Not Applicable]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Settlement Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Relevant Underlying Performance for determining Final Redemption Amount in accordance with Paragraph 3.13(a) of Section 2 of the Additional Conditions: [insert Performance Determination Term specified above] applies. See paragraph [●] below for further details.
- Relevant Underlying Performance (Put) for determining Final Redemption Amount in accordance with Paragraph 3.13(b) of Section 2 of the Additional Conditions: [insert Performance Determination Term specified above] applies. See paragraph [●] above for further details.
- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in Paragraph [●] above]

[OR]

Basket Component	Initial Reference Value

[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>
- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
 - Specified Percentage: [[●] per cent.]/[Not Applicable]
 - Final Reference Value: Determined in accordance with the Value Determination Terms specified in paragraph [●] below.
 - Relevant Underlying Value as of any Final Redemption Observation Date or during any Barrier Observation Period: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
 - Relevant Underlying Performance for determining the Knock-in Value: *[insert Performance Determination Term specified above]* applies. See paragraph [●] above for further details.
 - Performance Cap Basis: [Applicable]/[Not Applicable]
 - Performance Cap: [[●] per cent.]/[Not Applicable]
 - Physical Settlement: [Applicable]/[Not Applicable]
 - Elections for Paragraph 3.13(d) of Section 2 of the Additional Conditions: [Not Applicable]/[Basic Redemption]/[Worst-of Basket Redemption]
(Delete as appropriate)

(Specify "Not Applicable" if Physical Settlement does not apply in respect of the Securities and, if Not Applicable, delete the remaining sub-paragraphs of this paragraph.)
 - Underlying Securities: *[specify]*/[Sub-Section IV of Section 2 of the Additional Conditions applies]
 - Physical Settlement Date: [●]/[General Condition 20.5 applies.]
 - Clearing System: *[specify in respect of each Underlying Security]*/[General Condition 20.5 applies]

- Physical Delivery [Applicable]/[Not Applicable]
FX Rate: *(If Not Applicable, delete the remaining items of this sub-paragraph)*

Elections for
Physical Delivery
FX Rate

- Physical Delivery FX Determination Date: [●]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
- Second Currency: [●]
- Relevant Screen Page in respect of Second Currency: [●]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]

- (xiv) Dual Barrier Redemption – [Applicable/Not Applicable]
Twin Win 2:
(if Not applicable, delete sub-paragraphs below)
- (Paragraph 3.14 of Section 2 of the Additional Conditions) [Single]/[Range] Barrier is applicable.
(Insert if "Single Barrier" is applicable)
- If the Determination Agent determines that Knock-in Value 1 as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 1, the Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.14(a)(ii)(I) or Paragraph 3.14(a)(ii)(II) of Section 2 of the Additional Conditions (as applicable).
- (delete as appropriate)*
- (Insert if "Range Barrier" is applicable)*
- If the Determination Agent determines that Knock-in Value 1 as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to] the Lower Final Redemption Barrier Value, and Knock-in Value 2 as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [less than]/[less than or equal to] the Upper Final Redemption Barrier Value, the Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.14(a)(ii)(I) or Paragraph 3.14(a)(ii)(II) of Section 2 of the Additional Conditions (as applicable).
- (delete as appropriate)*
- Elections for Paragraph 3.14(a)[(i)][(ii)](I) of Section 2 of the Additional Conditions: If the Determination Agent determines that Paragraph 3.14(a) of Section 2 of the Additional Conditions does apply and that Knock-in Value 3 as of the [Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2, the Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.14(a)[(i)][(ii)](I) of Section 2 of the Additional Conditions.
(delete as appropriate)
 - Elections for Paragraph 3.14(b)(i) of Section 2 of the Additional Conditions: If the Determination Agent determines that Knock-in Value 4 as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier

Value 3, the Final Redemption Amount shall be determined by the Determination Agent in accordance with Paragraph 3.14(b)(i) of Section 2 of the Additional Conditions.

(delete as appropriate)

- Knock-in Value 1: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Knock-in Value 2: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Knock-in Value 3: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Knock-in Value 4: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Final Redemption Barrier Value 1: [●]/[●] per cent. of Initial Reference Value]/[Not Applicable]
(specify as Not Applicable if "Range Barrier" is applicable)
- Upper Final Redemption Barrier Value: [●]/[●] per cent. of Initial Reference Value]/[Not Applicable]
(specify as Not Applicable if "Single Barrier" is applicable)
- Lower Final Redemption Barrier Value: [●]/[●] per cent. of Initial Reference Value]/[Not Applicable]
(specify as Not Applicable if "Single Barrier" is applicable)
- Final Redemption Barrier Value 2: [●]/[●] per cent. of Initial Reference Value]
- Final Redemption Barrier Value 3: [●]/[●] per cent. of Initial Reference Value]
- Specified Percentage for [●]/[100] per cent.]/[Not Applicable]

determining the
Applicable Initial
Reference Value:

- Determination Date [date]
- Final Redemption Observation Date(s): [●]/[Not Applicable]
(specify for each Paragraph 3.14(a) and (b) option as required)
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common] Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]]/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]]/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]]]/[Not Applicable]

(repeat for each Paragraph 3.14(a) and (b) option as required and repeat if different for Knock-in Value 1 and Knock-in Value 2)
- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 3: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 4: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

- Final Redemption Rate 1: [●] per cent.
- Final Redemption Rate 2: [●] per cent.
- Final Redemption Rate 3: [●] per cent.
- Final Redemption Rate 4: [●] per cent.
- Participation Rate 1: [●]/[100] per cent.
- Participation Rate 2: [●]/[100] per cent.
- Participation Rate 3: [●]/[100] per cent.
- Participation Rate 4: [●]/[100] per cent.
- FX_{Initial}:
 - [In respect of Paragraph 3.14(a)[(i)][(ii)](I) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - [In respect of Paragraph 3.14(a) [(i)][(ii)](II) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - In respect of Paragraph 3.14(b)(i) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - In respect of Paragraph 3.14(b)(ii) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
- FX_{Final}:
 - [In respect of Paragraph 3.14(a)[(i)][(ii)](I) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - [In respect of Paragraph 3.14(a)[(i)][(ii)](II) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - In respect of Paragraph 3.14(b)(i) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
 - In respect of Paragraph 3.14(b)(ii) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
- Base Currency: [●]/[Not Applicable]
- Exchange Currency: [●]/[Not Applicable]
(if Not Applicable, delete the remaining sub- paragraphs of this paragraph)
- Relevant Screen Page in respect of Exchange Currency: [●]/[Not Applicable]

- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]

(Specify Not Applicable if the fall back in the definition of Specified Time in Section 9 of the Additional Conditions applies)
- Second Currency: [●]/[Not Applicable]

(if Not Applicable, delete the remaining sub- paragraphs of this paragraph)
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]

(Specify Not Applicable if the fall back in the definition of Specified Time in Section 9 of the Additional Conditions applies)
- Relevant Underlying Performance for determining Final Redemption Amount in accordance with Paragraph 3.14(a)[(i)][(ii)](I) of Section 2 of the Additional Conditions: [Not Applicable]/[Determined in accordance with the Performance Determination Terms specified in paragraph [●] above]
- Relevant Underlying Performance (Put) for determining Final Redemption Amount in accordance with Paragraph 3.14(a)[(i)][(ii)](II) of Section 2 of the Additional Conditions: [Not Applicable]/ [Determined in accordance with the Performance Determination Terms specified in paragraph [●] above]
- Relevant Underlying Performance for determining Final Redemption Amount in accordance with Paragraph 3.14(b)(i) of Section 2 of the Additional Conditions: [Not Applicable]/ [Determined in accordance with the Performance Determination Terms specified in paragraph [●] above]

- Relevant Underlying Performance for determining Final Redemption Amount in accordance with Paragraph 3.14(b)(ii) of Section 2 of the Additional Conditions

[Not Applicable]/ [Determined in accordance with the Performance Determination Terms specified in paragraph [●] above]
- Relevant Underlying Value as of the Determination Date, any Final Redemption Observation Date or during any Barrier Observation Period for determining Knock-in Value 1, Knock-in Value 2, Knock-in Value 3 and Knock-in Value 4:

[Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

(repeat if Relevant Underlying Value is different for determining Knock-in Value 1, Knock-in Value 2, Knock-in Value 3 and/or Knock-in Value 4)
- Relevant Underlying Performance for determining Knock-in Value 1, Knock-in Value 2, Knock-in Value 3 and Knock-in Value 4:

[Not Applicable]/ [Determined in accordance with the Performance Determination Terms specified in paragraph [●] above]

(repeat if Relevant Underlying Value is different for determining Knock-in Value 1, Knock-in Value 2, Knock-in Value 3 and/or Knock-in Value 4)
- Physical Delivery FX Determination Date: [●]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
- Second Currency: [●]

- Relevant Screen Page in respect of Second Currency: [●]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
- Call Strike: [●] per cent.
- (xv) Mixto Redemption: [Applicable/Not Applicable]
- (Paragraph 3.15 of Section 2 of the Additional Conditions) *(if Not Applicable, delete sub-paragraphs below. Note Mixto Automatic Partial Redemption should only be specified as applicable if Mixto Automatic Partial Redemption is also specified as applicable below)*
- Specified Rate 1 Final Redemption Amount: [Applicable/Not Applicable]
(if Specified Rate 1 Final Redemption Amount is Not Applicable, delete "Specified Rate 1" below)
- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 3: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Barrier: [●]/[[●] per cent of Initial Reference Value]
- Capital Protection: [Applicable/Not Applicable]
- Determination Date: [●]
- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in Paragraph [●] above]

[OR]

Basket Component	Initial Reference value
[●]	[●]/[Determined in accordance with the Value

<i>(repeat as required)</i>	Determination specified above]	Terms
	<i>(repeat as required)</i>	

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
 - Specified Percentage: [[●] per cent.]/[Not Applicable]
 - (xvi) Synthetic Redemption: Zero [Applicable]/[Not Applicable]
(Paragraph 3.16 of Section 2 of the Additional Conditions)
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
 - Participation Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Determination Date: [●]
 - Specified Strike Value: [●]/[[●] per cent of Initial Reference Value]
 - Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
- [OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
- Specified Percentage: [[●] per cent.]/[Not Applicable]
- Final Reference Value: Determined in accordance with the Value Determination Terms specified in paragraph [●] above.
- (xvii) Lock In Ladder Redemption: [Applicable]/[Not Applicable]

(Paragraph 3.17 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- Determination Date: [●]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Final Redemption Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- FX_{Initial}: [Determined in accordance with Section 2 of the Additional Conditions]/[Not Applicable]
- FX_{Final}: [Determined in accordance with Section 2 of the Additional Conditions]/[Not Applicable]
- Exchange Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Exchange Currency: [●]/[Not Applicable]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Second Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)

- Relevant Underlying Performance for determining Final Redemption Amount: *[insert Performance Determination Term specified above]* applies. See paragraph [●] above for further details.
 - Multiplier: *[[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]]*
 - Lock Steps/Lock Steps Range: In In *[The Lock In Steps shall be [●] per cent., [●] per cent....] and [●] per cent.]*
OR
[The Lock In Steps Ranges shall be from [●] per cent. to [●] per cent., from [●] per cent to [●] per cent.,] [repeat as required]] [and from [●] per cent to [●] per cent].

The Determination Agent shall in its reasonable discretion set the Lock In Steps which shall be percentages which fall within the Lock In Steps Ranges specified above. The Determination Agent may set one Lock In Step per Lock In Step Range specified above but shall not be obliged to specify a Lock In Step for each of the Lock In Step Ranges specified above. The Determination Agent shall notify the Securityholders (in accordance with Condition 29 (Notices)) of the Lock In Steps as soon as practicable following the Issue Date and in any event not more than 15 Business Days following the Issue Date.]
 - Lock Observation Date(s): In *[●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]]⁶¹/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]]⁶²/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]]⁶³]*
- (xviii) Lock In Ladder Barrier Redemption: *[Applicable]/[Not Applicable]*

⁶¹ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁶² Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁶³ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

(Paragraph 3.18 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- Worst Performance: [Applicable]/[Not Applicable]
- Elections for Paragraph 3.18(a) of Section 2 of the Additional Conditions: If the Determination Agent determines that the Knock-in Value as of the [Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value, Final Redemption Amount shall determine by the Determination Agent in accordance with Paragraph 3.18(a) of Section 2 of the Additional Conditions.

(delete as appropriate)
- Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Final Redemption Barrier Value: [●]/[[●] per cent of Initial Reference Value]
- Determination Date: [●]
- Final Redemption Observation Date(s): [●]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) *(Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)*] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities purposes)]]⁶⁴/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]]⁶⁵/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]]⁶⁶]/[Not Applicable]

⁶⁴ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁶⁵ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁶⁶ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- Specified Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Specified Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate 1: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate 2: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Final Redemption Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Multiplier: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- FX_{Final}: [In respect of Paragraph 3.18(a) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]

[In respect of Paragraph 3.18(b) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]

[In respect of Paragraph 3.18(c) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]
- FX_{Initial}: [In respect of Paragraph 3.18(a) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]

[In respect of Paragraph 3.18(b) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]

[In respect of Paragraph 3.18(c) of Section 2 of the Additional Conditions: [Applicable]/[Not Applicable]]

- Exchange Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Exchange Currency: [●]/[Not Applicable]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Second Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Lock Steps/Lock Steps Range: In In [The Lock In Steps shall be [●] per cent., [●] per cent....] and [●] per cent.]
OR
[The Lock In Steps Ranges shall be from [●] per cent. to [●] per cent., from [●] per cent to [●] per cent.,] *[repeat as required]* [and from [●] per cent to [●] per cent].

The Determination Agent shall in its reasonable discretion set the Lock In Steps which shall be percentages which fall within the Lock In Steps Ranges specified above. The Determination Agent may set one Lock In Step per Lock In Step Range specified above but shall not be obliged to specify a Lock In Step for each of the Lock In Step Ranges specified above. The Determination Agent shall notify the Securityholders (in accordance with Condition 29 (*Notices*)) of the Lock In Steps as soon as practicable following the Issue Date and in any event not more than 15 Business Days following the Issue Date.]
- Lock Observation Date(s): In [●]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Equity-Linked Securities purposes)]⁶⁷/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Fund-Linked Securities

⁶⁷ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

purposes)]⁶⁸/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]]⁶⁹

- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
- Specified Percentage: [[●] per cent.]/[Not Applicable]
- Final Reference Value: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
- Relevant Underlying Value as of any Final Redemption Observation Date or during any Barrier Observation Period: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
- Relevant Underlying Performance for determining the Knock-in Value: *[insert Performance Determination Term specified above]* applies. See paragraph [●] above for further details.

- (xix) Multiple Barrier Redemption: [Applicable]/[Not Applicable]
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
(Paragraph 3.19 of Section 2 of the Additional Conditions)

- Date or period on/during which as of the [Determination Date] [each Final Redemption Observation Date in respect of the Determination Date]/[at any

⁶⁸ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁶⁹ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- the Determination Agent will check the Knock-in Value:
- Knock-in Value is required to be: [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Specified Final Redemption Barrier Value
 - Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
 - Determination Date: [●]
 - Final Redemption Observation Date(s): [●]/[Not Applicable]
 - Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*))] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Equity-Linked Securities purposes)]⁷⁰/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Fund-Linked Securities purposes)]⁷¹/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*)] [(for Futures Contract-Linked Securities purposes)]⁷²]/[Not Applicable]
 - Specified Final Redemption Barrier Value(s) and corresponding Specified Final Redemption Rate(s):

Specified Final Redemption Barrier Value	Specified Final Redemption Rate
[●]/[[●] per cent of Initial Reference Value] (repeat as required)	[●] per cent. (repeat as required)
 - Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

⁷⁰ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁷¹ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁷² Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
- Specified Percentage: [[●] per cent.]/[Not Applicable]
- Final Reference Value: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
- Relevant Underlying Value as of any Final Redemption Observation Date or during any Barrier Observation Period: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
- Relevant Underlying Performance for determining the Knock-in Value: *[insert Performance Determination Term specified above]* applies. See paragraph [●] above for further details.

(xx) Inflation Linked Redemption: [Applicable/Not Applicable]

(Paragraph 3.20 of Section 2 of the Additional Conditions)

(if Not Applicable, delete sub-paragraphs below)

- Determination Date: [●]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate: [Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business

		Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
	• CPI _{Initial} :	[●]/[Initial Inflation Index Level]
	• Determination Month (Initial):	[●] (<i>specify if Initial Inflation Index Level is applicable</i>)
	• Determination Month (Final):	[<i>insert calendar month</i>] of [<i>insert year</i>]
	• Redemption Cap:	[●]/[Not Applicable]
	• Redemption Floor:	[●]/[Not Applicable]
(xxi)	Booster Cash-Only Redemption:	[Applicable / Not Applicable] (<i>if Not Applicable, delete sub-paragraphs below</i>)
	(Paragraph 3.21 of Section 2 of the Additional Conditions)	
	• Final Redemption Amount	Max[Specified Rate x Calculation Amount - Final Downside Amount + Final Upside Amount + Final Digital Amount ; Calculation Amount x Applicable Floor] x FX _{Final} /FX _{Initial}
	• Specified Rate:	[●] %
	• Capital Protection:	[Applicable/Not Applicable]
	• Applicable Floor:	[[●] %]/[Not Applicable]
	• Determination Date:	[●]
	• Final Redemption Observation Date(s):	[●]/[Not Applicable]
	• Barrier Observation Period(s):	[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Equity-Linked Securities purposes)]] ⁷³ /[Condition 13.1 (<i>Market Disruption, Reference Dates and Averaging Dates</i>) [(for Fund-Linked Securities purposes)]] ⁷⁴ /[Condition 15.1 (<i>Market</i>

⁷³ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁷⁴ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]⁷⁵]/[Not Applicable]

- Final Upside Amount Event: [Not Applicable]/[If the Determination Agent determines that as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] the [Value]/[Relevant Underlying Performance] is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Upside Amount Barrier Value.]
- Final Upside Amount Barrier Value: [Not Applicable]/[[●] / [●] per cent. of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value]
[OR]

Basket Component	Final Downside Amount Barrier Value
[●] <i>(Repeat as required)</i>	[[●] / [●] per cent. of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value]

- Final Upside Amount [Not Applicable]
Calculation Amount x Upside Multiplier]
[OR]
[Applicable
Calculation Amount x Participation Rate n°1 x (Min (Cap ; Max(0; Relevant Underlying Performance)))]
(being specified that “Put Performance” must be specified as applicable in the Performance Determination Term for the purposes of calculating the Final Downside Amount)
[OR]
[Applicable
(a) If a Final Upside Amount Event has occurred:
Calculation Amount x Participation Rate n°1 x (Min (Cap ; Max(0; Relevant Underlying Performance)))
(being specified that “Put Performance” must be specified as applicable in the Performance Determination Term for the purposes of calculating the Final Downside Amount)
(b) If no Final Upside Amount Event has occurred:

⁷⁵ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

Calculation Amount x Downside Multiplier]

- Participation Rate n°1: [●] %
- Cap: [[●] %]/[Not Applicable]
- Upside Multiplier: [[●] %]/[Not Applicable]
- Final Downside Amount Event: [Not Applicable]/[If the Determination Agent determines that as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] the [Value]/[Relevant Underlying Performance] is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Downside Amount Barrier Value.]
- Final Downside Amount Barrier Value: [Not Applicable]/[[●] / [●] per cent. of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value]
[OR]

Basket Component	Final Downside Amount Barrier Value
[●] (Repeat as required)	[[●] / [●] per cent. of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value]

- Final Downside Amount: [Not Applicable]
Calculation Amount x Downside Multiplier]
[OR]
[Applicable]
Calculation Amount x Min[Max Loss Rate ; Participation Rate n°2 x Max(0; Relevant Underlying Performance)]
(being specified that “Put Performance” must be specified as applicable in the Performance Determination Term for the purposes of calculating the Final Downside Amount)]
[OR]
[Applicable]
(a) If a Final Downside Amount Event has occurred:
Calculation Amount x Min[Max Loss Rate ; Participation Rate n°2 x Max(0; Relevant Underlying Performance)]
(being specified that “Put Performance” must be specified as applicable in the Performance Determination Term for the purposes of calculating the Final Downside Amount)

(b) If no Final Downside Amount Event has occurred:

Calculation Amount x Downside Multiplier]

- Participation Rate n°2: [●] %
- Max Loss Rate: [[●] %]/[Not Applicable]
- Downside Multiplier: [[●] %]/[Not Applicable]
- Final Digital Amount: [Not Applicable]

[OR]

[Applicable:

(i) If on the Determination Date the [Value]/[Relevant Underlying Performance] is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Digital Barrier Value, an amount determined in accordance with the following formula:

Calculation Amount × Bonus Rate

(ii) in any other case, zero]

- Digital Barrier Value(s): [Not Applicable]/[[●] / [●] per cent. of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value]
(specify if multiple Digital Barrier Values apply)
- Bonus Rate(s): [[●%]/[Not Applicable]
(if multiple Digital Barrier Values apply, specify if multiple Bonus Rates apply to different Digital Barrier Values)
- FX Return: [Applicable/Not Applicable]
(If FX Return is Not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)
- [FXInitial: [Applicable]/[Not Applicable]
- [FXFinal: [Applicable]/[Not Applicable]
- [Exchange Currency [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Base Currency: [●][Not Applicable]

- Second Currency: [●]
 - Relevant Screen Page in respect of Second Currency: [●][Not Applicable]
 - Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
- (xxii) Booster Cash and Physical Redemption: [Applicable / Not Applicable]
(if Not Applicable, delete sub-paragraphs below)
- (Paragraph 3.22 of Section 2 of the Additional Conditions)
- The Final Redemption Amount will be:
 - If the Determination Agent determines that the Knock-in Value as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value,

an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times 100\% + \text{Final Upside Amount}$$
 - otherwise: an amount per Calculation Amount equal to the Final Upside Amount together with the delivery of the Physical Delivery Amount determined in accordance with the Physical Settlement provisions.

Please refer to item (xxxviii) (*Physical Settlement*) below for further details.
 - Final Redemption Barrier Value: [●]/[[●] per cent of Initial Reference Value]
 - Determination Date: [●]
 - Final Redemption Observation Date(s): [●]/[Not Applicable]
 - Barrier Observation Period(s): [From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types))] beginning on (and including) [date] and ending on (but excluding) [date]] [subject

		to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]] ⁷⁶ /[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]] ⁷⁷ /[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]] ⁷⁸ /[Not Applicable]
	- Final Upside Amount: - Performance Cap: - Participation Rate:	[Not Applicable]/[Calculation Amount × Participation Rate × Min[Performance Cap ; Max (0 ; Relevant Underlying Performance)]] [[●]%/[Not Applicable]] [●]%
(xxiii)	Multi Booster Redemption 1 (Paragraph 3.23 of Section 2 of the Additional Conditions)	[Applicable]/[Not Applicable] <i>(if Not Applicable delete sub-paragraphs below)</i>
	Elections for Paragraph 3.23(a) of Section 2 of the Additional Conditions:	Final Redemption Amount shall be determined in accordance with Paragraph 3.23(a) if, as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] the Determination Agent determines that the Knock-in Value is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 1 <i>(delete as appropriate)</i>
	Elections for Paragraph 3.23(b) of Section 2 of the Additional Conditions:	Final Redemption Amount shall be determined in accordance with Paragraph 3.23(b) if, as of [the Determination Date]/[each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date] the Determination Agent determines that the Worst Basket Component Performance is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2 <i>(delete as appropriate)</i>
	Knock-in Value:	[[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]

⁷⁶ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁷⁷ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁷⁸ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- Determination Date: [●]
- Final Redemption Barrier Value 1: [●]/[●] per cent of Initial Reference Value]
- Final Redemption Barrier Value 2: [●]/[●] per cent of Initial Reference Value]
- Relevant Underlying Value: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above].
[OR]

Basket Component	Relevant Underlying Value
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Relevant Underlying Performance: [Not Applicable]/[Determined in accordance with the Performance Determination Terms specified in paragraph [●] above].
[OR]

Basket Component	Relevant Underlying Performance
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Final Reference Value: [Not Applicable]/[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above].
[OR]

Basket Component	Final Reference Value
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Initial Reference Value: [Not Applicable]/ [●] /[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
[OR]

Basket Component	Initial Reference Value

[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
- Specified Percentage: [Not Applicable]/[[●] per cent.]
- Final Reference Value (Final Redemption): [Not Applicable]/ [●]/ [Determined in accordance with the Value Determination Terms specified in paragraph [●] above]
[OR]

Basket Component	Final Reference Value (Final Redemption)
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Physical Settlement: [Applicable]/[Not Applicable]
- Physical Delivery FX Rate: [Applicable]/[Not Applicable]
(If Not Applicable, delete the remaining sub-paragraphs of this paragraph.)
- Physical Delivery FX Determination Date: [●]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
- Base Currency: [●]
- Second Currency: [●]
- Relevant Screen Page in respect of Second Currency: [●]

- Specified Time in respect of Second Currency: [●]/[Not Applicable]
- Cash Residual Amount: [Basic Performance-Linked Redemption]/[Worst-of-Basket Performance-Linked Redemption]
- (xxiv) Multi Booster Redemption 2: [Applicable]/[Not Applicable]
(Paragraph 3.24 of Section 2 of the Additional Conditions)
(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- If Knock-in Value 1: as of the [Determination Date] [each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date]
- Knock-in Value 1 is: [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 1
- Knock-in Value 1: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- If Knock-in Value 2: as of the [Determination Date] [each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date]
- Knock-in Value 2 is: [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2
- Knock-in Value 2: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified above] <i>(repeat as required)</i>

- Value Determination Terms for Initial Reference Value: [Not Applicable]/[Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]/[Max Lookback Value]/[Min Lookback Value]/[Floored Max Lookback Value]/[Floored Min Lookback Value]/[Capped Max Lookback Value]/[Capped Min Lookback Value]/[Average

Value]/[Individually Floored Average Value]/[Individually Capped Average Value]/[Globally Floored Average Value]/[Globally Capped Average Value]

- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Determination Date: [●]
- Final Redemption Observation Date(s): [●]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common] Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (*Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types*))] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*))] ⁷⁹/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*))] [(for Equity-Linked Securities purposes)] ⁸⁰/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*))] [(for Futures Contract-Linked Securities purposes)] ⁸¹/[Not Applicable]
- Final Redemption Barrier Value 1: [●]/[[●] per cent of Initial Reference Value]

[OR]

Basket Component	Final Redemption Barrier Value
[●] (repeat as required)	[●]/[[●] per cent of Initial Reference Value] (repeat as required)

- Final Redemption Barrier Value 2: [●]/[[●] per cent of Initial Reference Value]

[OR]

⁷⁹ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁸⁰ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁸¹ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

	Basket Component	Final Redemption Barrier Value
	[●] <i>(repeat as required)</i>	[●]/[●] per cent of Initial Reference Value <i>(repeat as required)</i>
• Applicable Performance:	[Basic Performance Linked Redemption][Worst-of Basket Performance Linked Redemption][Best-of Basket Performance-Linked Redemption][Basket Performance-Linked Redemption][Not Applicable]	
• Specified Rate:	[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>(insert website address)</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]	
• Performance Rate:	[●]/[Not Applicable]	
• Strike:	[●]/[Not Applicable]	
• Call Strike:	[●]/[Not Applicable]	
• Final Reference Value _i	[●]/[Not Applicable]	
• Calculation Amount:	[●]	
• Elections for Paragraph 3.24 of Section 2 of the Additional Conditions):	[Not Applicable]/[Basic Performance-Linked Redemption]/[Worst-of Basket Performance-Linked Redemption] <i>(Delete as appropriate)</i> <i>(Specify "Not Applicable" if Physical Settlement does not apply in respect of the Securities and, if Not Applicable, delete the remaining sub-paragraphs of this paragraph.)</i>	
• Underlying Securities:	[specify]/[Sub-Section IV of Section 2 of the Additional Conditions applies]	
• Physical Settlement Date:	[●]/[General Condition 20.5 applies.]	
• Clearing System:	[specify in respect of each Underlying Security]/[General Condition 20.5 applies]	
• Physical Settlement:	[Applicable]/[Not Applicable]	
• Physical Delivery FX Rate:	[Applicable]/[Not Applicable] <i>(If Not Applicable, delete the remaining sub-paragraphs of this paragraph.)</i>	

- Physical Delivery [●]
FX Determination
Date:
- Exchange [●]
Currency:
- Relevant Screen [●]
Page in respect of
Exchange
Currency:
- Specified Time in [●]/[Not Applicable]
respect of
Exchange
Currency:
- Base Currency: [●]
- Second Currency: [●]
- Relevant Screen [●]
Page in respect of
Second Currency:
- Specified Time in [●]/[Not Applicable]
respect of Second
Currency:
- Specified [[●] per cent.]/[Not Applicable]
Percentage:
- Cash Residual [Basic Performance-Linked Redemption]/[Worst-of-Basket
Amount: Performance-Linked Redemption]/ [Best-of-Basket
Performance-Linked Redemption]/[Not Applicable]
- (xxv) Plateau Booster [Applicable]/[Not Applicable]
Redemption (1)
(if Not Applicable delete sub-paragraphs below)
(Paragraph 3.25 of Section
2 of the Additional
Conditions)
- Knock-in Value: [[Worst Performance]/[Best Performance]/[Relevant
Underlying Performance] is applicable]/[is the Relevant
Underlying Value]/[Securities are not linked to a Basket]
- Determination [●]
Date:
- Final Redemption [●]/[[●] per cent of Initial Reference Value]
Barrier Value:
- Final Downside [Applicable]/[Not Applicable]
Amount 1:
- Final Downside [Applicable]/[Not Applicable]
Amount 2:
- Geared Put Strike: [●]

- Participation Rate: [●]/[100] per cent.] [A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
- Specified Percentage (Final Upside Amount): [●] per cent.
- Relevant Underlying Performance: [Not Applicable]/[Determined in accordance with the Performance Determination Terms specified in paragraph [●] above [for the purposes of determining [the Knock-in Value] [and] [the Downside Performance] [and] [the Upside Performance]]] (*Repeat as required*)

[OR]

Basket Component	Relevant Underlying Performance
[●] (<i>Repeat as required</i>)	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Final Reference Value: [Not Applicable]/[●]/[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●] [and [●]] above].

[OR]

Basket Component	Final Reference Value
[●] (<i>Repeat as required</i>)	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Initial Reference Value: [Not Applicable]/ [●] /[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●] [and [●]] above]

[OR]

Basket Component	Initial Reference Value
[●] (<i>Repeat as required</i>)	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Initial Reference Value [●]/[Not Applicable]

Determination
Date(s):

(Delete this provision if the Initial Reference Value Determination Dates are specified below)

- Specified Percentage: [Not Applicable]/[●] per cent.]

(Delete this provision if the Specified Percentage is specified below)

- Relevant Underlying Value: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●] [and [●]] above].

[OR]

Basket Component	Relevant Underlying Value
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Final Reference Value (Final Redemption): [Not Applicable]/ [●]/ [Determined in accordance with the Value Determination Terms specified in paragraph[s] [●] [and [●]] above]

[OR]

Basket Component	Final Reference Value (Final Redemption)
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Averaging Dates: [Not Applicable]/[●]

[OR]

Basket Component	Averaging Dates
[●] <i>(Repeat as required)</i>	[●]

(xxvi) Plateau Booster [Applicable]/[Not Applicable]
Redemption (2)

(if Not Applicable delete sub-paragraphs below)

(Paragraph 3.26 of Section 2 of the Additional Conditions)

- Knock-in Value: [[Worst Performance]/[Best Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value]/[Securities are not linked to a Basket]
- Determination Date: [●]
- Final Redemption Barrier Value: [●]/[[●] per cent of Initial Reference Value]
- Participation Rate: [[●]/[100] per cent.] [A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
- Specified Percentage (Plateau Booster Redemption 2): [●] per cent.
- Relevant Underlying Performance: [Not Applicable]/[Determined in accordance with the Performance Determination Terms specified in paragraph [●] above [for the purposes of determining [the Knock-in Value] [and] [the Downside Performance] [and] [the Upside Performance]]] (*Repeat as required*)

[OR]

Basket Component	Relevant Underlying Performance
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Final Reference Value: [Not Applicable]/[●]/[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●][and [●]]above]

[OR]

Basket Component	Final Reference Value
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Initial Reference Value: [Not Applicable]/[●]/[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●][and [●]] above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]

(Delete this provision if the Initial Reference Value Determination Dates are specified below)

- Specified Percentage: [Not Applicable]/[[●] per cent.]

(Delete this provision if the Specified Percentage is specified below)

- Relevant Underlying Value: [Not Applicable]/[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●][and [●]]above].

[OR]

Basket Component	Relevant Underlying Value
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Final Reference Value (Final Redemption): [Not Applicable]/[●]/[Determined in accordance with the Value Determination Terms specified in paragraph[s] [●][and [●]]above]

[OR]

Basket Component	Final Reference Value (Final Redemption)
[●] <i>(Repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

- Averaging Dates: [Not Applicable]/[●]

[OR]

Basket Component	Averaging Dates
[●] <i>(Repeat as required)</i>	[●]

- (xxvii) MXN Denominated UDI Linked Redemption: [Applicable/Not Applicable]

(Paragraph 3.27 of Section 2 of the Additional Conditions)

(if Not Applicable, delete sub-paragraphs below)

- Final UDI Observation Date: [●]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate: [Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
- UDI_{Initial}: [●]/[The official determination of the Inflation Index published for the Issue Date subject to adjustment in accordance with the provisions of Condition 12 *(Provisions relating to Inflation-Linked Securities)*.]
- Redemption Cap: [●]/[Not Applicable]
- Redemption Floor: [●]/[Applicable - UDI Redemption Floor]/[Not Applicable]

- (xxviii) UDI Final Linked Redemption: [Applicable/Not Applicable]

(Paragraph 3.28 of Section 2 of the Additional Conditions)

(if Not Applicable, delete sub-paragraphs below)

- Final UDI Observation Date: [●]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate: [Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
- UDI_{Initial}: [●]/[The official determination of the Inflation Index published for the Issue Date subject to adjustment in accordance with the provisions of Condition 12 *(Provisions relating to Inflation-Linked Securities)*.]
- Redemption Cap: [●]/[Not Applicable]
- Redemption Floor: [●]/[Applicable UDI Redemption Floor]/[Not Applicable]

(xxix) Linear Inflation Linked Redemption: [Applicable]/[Not Applicable]

(Paragraph 3.29 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- Determination Date: [●]
- CPI_{Initial}: [●]/[Initial Inflation Index Level]/[Not Applicable]
- Determination Month (Initial): [●]*(specify if Initial Inflation Index Level is applicable)*
- Determination Month:

Determination Month Table	
Interest Payment Date(s)	Determination Month (n)
<i>[insert date] (repeat as required)</i>	<i>[insert calendar month and year] (repeat as required)</i>

[OR]

[Not Applicable]

- Determination Month (Early Redemption): [Not Applicable]/[The month that is [number of months] months [before]/[after] [the]/[each] [Interest Payment Date]/[other determination]

[OR]

Interest Determination Date	Determination Month
[●] (repeat as required)	[month]/[The month that is [number of months] months [before]/[after] such [Interest Payment Date]/[other determination] (repeat as required)

- Determination Month (n) [In respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, as specified in the column headed "Determination Month (n)" in paragraph entitled "Determination Month" above corresponding to such Interest Payment Date]/

[In respect of each Interest Period and the [Scheduled] Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), [●] [calendar month][s][before][after] the month in which such [Scheduled] Interest Payment Date falls]

- CPI_E [●]/[Not Applicable]
- Leverage [●] per cent.
- Relevant Inflation Index [●]
- Determination Month (Initial) [insert calendar month] of [insert year]
- Determination Month (Final): [insert calendar month] of [insert year]
- Early Redemption Amount (Inflation Index Cessation) - Fair Market Value Less Costs: [●]/[Not Applicable]
- Early Redemption Amount (Inflation Index Cessation) – Fair Market Value: [●]/[Not Applicable]
- Interest Payment Date(s) [Each of the [●] day of [month], [month] (repeat as required) in each calendar year from (and including) [●] to (and including) [●]]/[●] (specify dates) [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(For Notes to be listed and/or admitted to trading on MOT, EuroTLX Bond-X and Euronext Access Milan select either (i) Business Day Convention adjustment or (ii) not adjusted)

- Interest Period(s) From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] (such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)
- Business Day Convention [Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/
[No Adjustment]/[Unadjusted]/[No Adjustment Other Than For Payment Purposes]
and where so adjusted
[Following Business Day Convention]/
[Modified Following Business Day Convention]/[Modified Business Day Convention]/
[Preceding Business Day Convention]/
[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]
(delete as appropriate)
- Day Count Fraction [Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
- (xxx) Interpolated Inflation Linked Redemption: [Applicable]/[Not Applicable]
(Paragraph 3.30 of Section 2 of the Additional Conditions) (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- Relevant Inflation Index [●]
- DIR Index Level: 'm' is [3]/[specify other]
'p' is [2]/[specify other]
- (xxxi) One Star Final Redemption: [Applicable]/[Not Applicable]

(Paragraph 3.31 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- Physical Settlement: [Applicable]/[Not Applicable]
(If Physical Settlement does not apply in respect of the Securities, delete " Elections for Paragraph 3.31(b)(B) of Section 2 of the Additional Conditions:" to "Specified Time in respect of Second Currency" below.)
- Elections for Paragraph 3.31(a) of Section 2 of the Additional Conditions: as of the [Determination Date] [each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date]
- Knock-in Value 1 is [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2
- Knock-in Value 1: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Elections for Paragraph 3.31(a) of Section 2 of the Additional Conditions: as of the [Determination Date] [each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date]

If Knock-in Value 2:
 - Knock-in Value 2 is: [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2
 - Knock-in Value 2: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- Elections for Paragraph 3.31(b) of Section 2 of the Additional Conditions: Final Redemption Amount shall be determined in accordance with Paragraph 3.31(b) if 3.31(a) does not apply and if, as of [Determination Date] [each Final Redemption Observation Date in respect of the Determination Date]/[at any time during the Barrier Observation Period in respect of the Determination Date]

If Knock-in Value 2:
 - Knock-in Value 2 is: [greater than]/[greater than or equal to]/[less than]/[less than or equal to] the Final Redemption Barrier Value 2
 - Knock-in Value 2: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]

- Initial Reference Value: [●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above]

[OR]

Basket Component	Initial Reference Value
[●] <i>(repeat as required)</i>	[●]/[Determined in accordance with the Value Determination Terms specified in paragraph [●] above] <i>(repeat as required)</i>

- Initial Reference Value Determination Date(s): [●]/[Not Applicable]
- Specified Percentage: [[●] per cent.]/[Not Applicable]
- Value Determination Terms for Initial Reference Value: [Not Applicable]/[Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]/[Max Lookback Value]/[Min Lookback Value]/[Floored Max Lookback Value]/[Floored Min Lookback Value]/[Capped Max Lookback Value]/[Capped Min Lookback Value]/[Average Value]/[Individually Floored Average Value]/[Individually Capped Average Value]/[Globally Floored Average Value]/[Globally Capped Average Value]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Determination Date: [●]
- Final Redemption Observation Date(s): [●]/[Not Applicable]
- Barrier Observation Period(s): [Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common] Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) *(Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)*] beginning on (and including) [date] and ending on (but excluding) [date]] [subject to adjustment in accordance with [Condition 9.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Equity-Linked Securities

purposes)]⁸²/[Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Fund-Linked Securities purposes)]⁸³/[Condition 15.1 (*Market Disruption, Reference Dates and Averaging Dates*) [(for Futures Contract-Linked Securities purposes)]⁸⁴]/[Not Applicable]

- Final Redemption Barrier Value 1: [●]/[[●] per cent of Initial Reference Value]

[OR]

Basket Component	Final Redemption Barrier Value
[●] (repeat as required)	[●]/[[●] per cent of Initial Reference Value] (repeat as required)

- Final Redemption Barrier Value 2: [●]/[[●] per cent of Initial Reference Value]

[OR]

Basket Component	Final Redemption Barrier Value
[●] (repeat as required)	[●]/[[●] per cent of Initial Reference Value] (repeat as required)

- Applicable Performance: [Basic Performance Linked Redemption][Worst-of Basket Performance Linked Redemption][Best-of Basket Performance-Linked Redemption][Basket Performance-Linked Redemption][Not Applicable]
- Value Determination Terms for Final Reference Value (Final Redemption) as of the Final Redemption Determination Date(s): [Spot Value]/[Intraday Value]/[Opening Value]/[Closing Value]/[Average Value]/[Commodity Specified Price]/[Closing Value with Dividend Adjusted Performance]

⁸² Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁸³ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁸⁴ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- Final Redemption Determination Date(s): [●]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Relevant Underlying Performance: [Simple Average][Weighted Average][Not Applicable]
- Performance Rate: [●]/[Not Applicable]
- Strike: [●]/[Not Applicable]
- Call Strike: [●]/[Not Applicable]
- Selected Basket Component: [●]/[Not Applicable]
- Elections for Paragraph 3.31(b)(B) of Section 2 of the Additional Conditions: [Not Applicable]/[Basic Performance-Linked Redemption]/[Worst-of Basket Performance-Linked Redemption]/[Best-of Basket Performance-Linked Redemption]
- Underlying Securities: [*specify*]/[Sub-Section IV of Section 2 of the Additional Conditions applies]
- Physical Settlement Date: [●]/[General Condition 20.5 applies.]
- Clearing System: [*specify in respect of each Underlying Security*]/[General Condition 20.5 applies]
- Physical Delivery FX Rate: [Applicable]/[Not Applicable]
(*If Not Applicable, delete the remaining sub-paragraphs of this paragraph.*)
- Physical Delivery FX Determination Date: [●]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of [●]/[Not Applicable]

	Exchange Currency:	
•	Second Currency:	[●]
•	Relevant Screen Page in respect of Second Currency:	[●]
•	Specified Time in respect of Second Currency:	[●]/[Not Applicable]
•	Specified Percentage:	[[●] per cent.]/[Not Applicable]
•	Cash Residual Amount:	[Basic Performance-Linked Redemption]/[Worst-of-Basket Performance-Linked Redemption]/ [Best-of-Basket Performance-Linked Redemption] /[Not Applicable]
(xxxii)	Shark Redemption:	[Applicable]/[Not Applicable]
(Paragraph 3.32 of Section 2 of the Additional Conditions) <i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>		
•	Final Redemption Amount:	
–	if no Barrier Event has occurred:	Calculation Amount x [Specified Rate + Participation Rate x Max [0; Relevant Underlying Performance]]
–	if the Barrier Event has occurred:	Calculation Amount x [Specified Rate + Rebate]
•	Barrier Event:	at anytime during the Barrier Observation Period, the Relevant Underlying Performance (continuously observed on the basis of the Intraday Value of the Relevant Underlying) has been [greater than/greater than or equal to/less than/less than or equal to] the Barrier
•	Barrier:	[●]/[[●] per cent of Initial Reference Value]
•	Barrier Observation Period:	[●]
•	Specified Rate:	[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>(insert website address)</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
•	Participation Rate:	[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>(insert website address)</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]

- Rebate Rate: [●] per cent.
- (xxxiii) Dropback Redemption: [Applicable]/[Not Applicable]
(Paragraph 3.32(ii) of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- Initial Cash Allocation: [●]%
- Investment Amount (k): [●]%
- Trigger Level (k):

Observation Dates	Trigger Level (k) <i>(Expressed as a percentage of Initial Reference Value)</i>
[●]	[●]%
<i>(repeat as required)</i>	<i>(repeat as required)</i>
- Observation Dates: [●]
- Knock-in Value: [Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Investment on Close: [Applicable]/[Not Applicable]
- Physical Settlement: [Applicable – the Physical Delivery Amount will be determined in accordance with item (xxxviii) *(Physical Settlement)* below]/[Not Applicable]
- (xxxiv) MXN UDI Amortising Redemption [Applicable/Not Applicable]
(Paragraphs 2.9 and 3.34 of Section 2 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- Final UDI Observation Date: [●]
- Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]

- Participation Rate: [Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
 - UDI_{Initial}: [●]/[The official determination of the Inflation Index published for the Issue Date subject to adjustment in accordance with the provisions of Condition 12 (*Provisions relating to Inflation-Linked Securities*).]
 - Redemption Cap: [Applicable]/[Not Applicable]
 - Redemption Floor: [●]/[Applicable UDI Redemption Floor]/[Not Applicable]
 - Automatic Partial Redemption Date(s): [●]
 - Automatic Partial Redemption Rate: [●] per cent. (*Specify per Automatic Partial Redemption Date as applicable*)
- (xxxv) Lock In Redemption 2: [Applicable/Not Applicable]
- (Paragraph 3.35 of Section 2 of the Additional Conditions)
- (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- Determination Date: [●]
 - Specified Rate 1: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Participation Rate 1: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Final Redemption Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
 - Relevant Underlying Performance for determining Final [insert Performance Determination Term specified above] applies. See paragraph [●] below for further details.

Redemption
Amount:

(Section 5 of the Additional
Conditions)

- $FX_{InitialPrincipal}$: [Determined in accordance with Section 2 of the Additional Conditions]/[Not Applicable]
- $FX_{FinalPrincipal}$: [Determined in accordance with Section 2 of the Additional Conditions]/[Not Applicable]
- (If $FX_{FinalPrincipal}$ and $FX_{InitialPrincipal}$ are Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- $FX_{InitialPrincipal}$ Determination Date: [The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] *[specify date]*]/[Not Applicable]
- $FX_{FinalPrincipal}$ Determination Date: [The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the Determination Date]/[[●] *[specify date]*]/[Not Applicable]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]/[Not Applicable]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Base Currency: [●]/[Not Applicable]
- Second Currency: [●]/[Not Applicable]
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]

(xxxvi) Knock-In Call: [Applicable/Not Applicable]

(Paragraph 3.36 of Section
2 of the Additional
Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- Knock-In Amount if the Knock-In Event has occurred: $Calculation\ Amount \times Min\ [Cap\ [Max\ [Floor\ ;\ Participation\ Rate \times [Final\ Reference\ Value - Call\ Strike]$

- A Knock-In Event shall occur if the [Value of] the Relevant Underlying [Performance] as of any Knock-Out Event Observation Date is: [less than]/ [less than or equal to] than the relevant Knock-In Event Barrier
- Knock-In Event Barrier: [[●] / [●] per cent. of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value]
- Call Strike: [[●]/[●] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Participation Rate: [[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Cap: [●]%/[Not Applicable]
- Floor: [●]%/[Not Applicable]
- (xxxvii) Knock-Out Event: [Not Applicable]
- (Paragraph 3.38 of Section 2 of the Additional Conditions) [Applicable – the Final Redemption Amount will be paid in accordance the provisions of the Final Redemption Term above provided that no Knock-Out Event has occurred.]
(If not applicable, delete the remaining sub paragraphs of this paragraph)
- Applicable Method: Method [1/2]
- Final Redemption Amount if the Knock-Out Event has occurred: [If Method 1 is applicable: Calculation Amount x (100% + [Participation Rate x] [(Min(Cap; Relevant Underlying Performance)])]
[If Method 2 is applicable: Calculation Amount x Redemption Rate]
- A Knock-Out Event shall occur if the [Value]/[Relevant Underlying Performance] is as of [each / any] Knock-Out Event Observation Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] than the relevant Lower Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date; [or]
[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] than the relevant Upper Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date.

- Knock-Out Event Observation Date(s): [date][, [date].... and [date]]
- Lower Knock-Out Event Barrier Value: $[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$

[OR]

Knock-Out Event Observation Date	Lower Knock-Out Event Barrier Value
In respect of the Knock-Out Event Observation Date falling on [date]	$[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$
[...]	[...]
In respect of the Knock-Out Event Observation Date falling on [date]	$[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$

- Upper Knock-Out Event Barrier Value: $[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$

[OR]

Knock-Out Event Observation Date	Upper Knock-Out Event Barrier Value
In respect of the Knock-Out Event Observation Date falling on [date]	$[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$
[...]	[...]
In respect of the Knock-Out Event Observation Date falling on [date]	$[[\bullet] / [\bullet] \text{ per cent. of the Relevant Underlying Performance} / [\bullet] \text{ per cent. of the Initial Reference Value}]$

- Redemption Rate: $[[\bullet] \text{ \%} / \text{Not Applicable}]$
(if Method 1 is selected, specify Not Applicable)

- Cap: [[•] / Not Applicable]
(if Method 2 is selected, specify Not Applicable)
- Participation Rate: [[•] %/ Not Applicable]
(if Method 2 is selected, specify Not Applicable)
- (xxxviii) Physical Settlement⁸⁵ [Applicable / Not Applicable]
- (Paragraph 3.37 of Section 2 of the Additional Conditions) (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Basic Performance-Linked Redemption: [Applicable/Not Applicable]
- Worst-of Basket Performance-Linked Redemption: [Applicable/Not Applicable]
- Underlying Securities: [•]/[In accordance with the Conditions]
- Physical Settlement Date: [Condition 20 applies.]/[Specify]
- Specified Percentage: [100 per cent. / other specify]
- Clearing System [Specify for each Underlying Security]/[Condition 20 applies.]
- Physical Delivery FX Rate: [Applicable/Not Applicable]
(If Not Applicable, delete the remaining sub-paragraphs below)
- Physical Delivery FX Determination Date: [•]
- Base Currency: [•]
- Second Currency: [•]
- Relevant Screen Page in respect of Specified Currency: [•]
- Relevant Screen Page in respect of Second Currency: [•]

⁸⁵ For the avoidance of doubt, Physical Settlement will always be Not Applicable with respect to Notes issued by MSFL. MSFL will not issue Physical Settlement Notes.

- Specified Time in respect of Specified Currency: [•]/[Not Applicable]
 - Specified Time in respect of Second Currency: [•]/[Not Applicable]
34. **Linked Redemption Provisions: Preference Share-Linked Redemption Securities:** [Preference Share-Linked Securities: Applicable/Not Applicable]
- (General Condition 14) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Preference Share: [specify]
 - (ii) Preference Share Issuer: [specify]
 - (iii) Determination Agent responsible for calculating the Final Redemption Amount: [•]/[Morgan Stanley & Co. International plc]
 - (iv) Valuation Time: [•]/As per General Condition 14.8
 - (v) Additional Disruption Event(s): [[Change in Law] [./and] [Hedging Disruption] [./and] [Insolvency Filing] [./and] [Increased Cost of Hedging] shall apply]/[Not Applicable]
- (General Condition 14.6) *(delete any which are not applicable)*
35. **Linked Redemption Provisions for Preference Share-Linked Redemption Securities: Final Redemption Amount** [Applicable/Not Applicable]
- (General Condition 16 and Section 3 of the Additional Conditions) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Final Redemption Amount: The Final Redemption Amount in respect of each Security is an amount per Calculation Amount in the Specified Currency calculated by the Determination Agent equal to:

$$\frac{\text{Calculation Amount} \times \text{Participation Rate} \times \text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{initial}}}$$
 - (ii) Final Valuation Date: The day falling [•] Business Days following the Preference Share Determination Date
 - (iii) Participation Rate: [[Not Applicable]/[•]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [•] *(insert website address)*, **provided that** such percentage rate shall be [not less than [•] per cent.] [and] [not greater than [•] per cent.]]
 - (iv) Underlying Determination Event: [Applicable/Not Applicable]

[If Applicable:

Underlying Determination Event Valuation Date(s):

[specify date(s)]

No Underlying Determination Event Valuation Date: *[specify]]*

[If Not Applicable:

Preference Share Determination Date: *[specify]]*

PROVISIONS RELATING TO OPTIONAL REDEMPTION

36. **Call Option** [Applicable/Not Applicable]
- (General Condition 16.5) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Call Option Date(s): [●]
 - (ii) Optional Redemption Date(s) (Call): [●]
 - (iii) Participation Rate (Call) for determining the Optional Redemption Amount (Call): [[●] per cent. [in respect of [●]]] *(repeat as required)*/[100 per cent.]
 - (iv) Optional Redemption in part only: [Applicable. Redemption will be effected in accordance with sub-clause [(a)/(b)/(c)] of General Condition 16.7 *(Partial Redemption)*]/[Not Applicable]
(delete as appropriate)
 - (v) Maximum Notice Number of Day(s): [●] [calendar day[s]]/[Business Day[s]]
 - (vi) Minimum Notice Number of Day(s): [●] [calendar day[s]]/[Business Day[s]]
37. **Model-based Redemption:** [Applicable]/[Not Applicable]
- (General Condition 16.6) *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Model-based Redemption Date(s) (Call): [●]
[Each date specified as such in the "Table relating to the Model-Based Redemption" below.]
 - (ii) Model-based Redemption Amount(s) (Call): [●]
[For a given Model-based Redemption Date (Call), the percentage specified as such in the "Table relating to the Model-Based Redemption" below.]
 - (iii) Model-based Redemption Notice Date(s) (Call): [●]
[Each date specified as such in the "Table relating to the Model-Based Redemption" below.]

- (iv) Model-based Redemption Determination Cut-off Date (Call): [●]
[Each date specified as such in the "Table relating to the Model-Based Redemption" below.]

- (v) Table relating to the Model-Based Redemption: [Applicable]/[Not Applicable]
(if Not Applicable, delete the table below)

(delete the table columns if the relevant information is already indicated in the subparagraphs above)

Model-based Redemption Notice Date(s) (Call)	Model-based Redemption Determination Cut-off Date (Call)	Model-based Redemption Date(s) (Call)	Model-based Redemption Amount(s) (Call)
			(in percentage of the Calculation Amount)
[●]	[●]	[●]	[●]%
—	—	—	—
[●]	[●]	[●]	[●]%

38. **Put Option** [Applicable/Not Applicable]

(General Condition 16.8) (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Put Option Exercise Date: [●]/[Not Applicable]
- (ii) Put Option Exercise Period: [From (and including) [●] to (but excluding) [●]]/[Not Applicable]
- (iii) Optional Redemption Date(s) (Put): [●]/[Any date after the Put Option Exercise Date]/[Any date falling in the Put Option Exercise Period]
- (iv) Participation Rate (Put) for determining the Optional Redemption Amount (Put): [[●] per cent.]/[100 per cent.]
- (v) Notice period: [●]

39. **AUTOMATIC EARLY REDEMPTION PROVISIONS**

[Applicable]/[Not Applicable]

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (A) **Autocall Override:** [Applicable]/[Not Applicable]
- (B) **Autocall 1:** [Applicable. [Non-Memory Redemption]/[Memory Redemption]/[Fixed Redemption] applies.]/[Not Applicable]
(Paragraph 2.1 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i)	Knock-in Value:	[[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
(ii)	Automatic Early Redemption Event occurs if:	the Knock-in Value [as of the relevant Automatic Early Redemption Determination Date]/[as of each Barrier Observation Date in respect of the relevant Automatic Early Redemption Determination Date]/[at any time during the Barrier Observation Period in respect of the relevant Automatic Early Redemption Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than]/[less than or equal to] the Autocall Barrier Value in respect of such Automatic Early Redemption Determination Date.
(iii)	Automatic Early Redemption Determination Date(s):	[●]/[Each date indicated in the column “Automatic Early Redemption Determination Dates” in the table relating to Autocall 1 below.]
(iv)	Barrier Observation Date(s):	[Not Applicable]/[Each date indicated in the column “Barrier Observation Dates” in the table relating to Autocall 1 below.]
(v)	Barrier Observation Period:	[Not Applicable] /[Each period indicated in the column “Barrier Observation Period” in the table relating to Autocall 1 below.]
		<i>(if applicable complete as follows in the table relating to Autocall 1 below :[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [●] and ending on (but excluding) [●]]/[subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]⁸⁶/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]⁸⁷/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]⁸⁸)</i>
(vi)	Automatic Early Redemption Date(s):	[[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column “Automatic Early Redemption Dates” in the table relating to Autocall 1 below.]

⁸⁶ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁸⁷ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁸⁸ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

- (vii) Automatic Redemption Day(s): Early Specified [Applicable]/[Not Applicable]
(if Not Applicable, delete the below)
[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]
- (viii) Autocall Barrier Value: [●]/[●] per cent. of the Initial Reference Value/[As indicated in the table relating to Autocall 1 below in the column “Autocall Barrier Values”]
- (ix) Automatic Redemption Rate: Early [[●] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address) [●], **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]/[Not Applicable]/[The percentage rate indicated in the Table relating to Autocall 1 below in the column “Automatic Early Redemption Rate”].]
- (x) Specified Rate: [[●]/[100] per cent.]/[Not Applicable]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]/[The percentage rate indicated in the table relating to Autocall 1 below in the column “Specified Rate”].]
- (xi) Multiplier: [[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]/[The percentage rate indicated in the table relating to Autocall 1 below in the column “Multiplier”].]
- (xii) Table relating to Autocall 1: [Applicable/Not Applicable]
(if Not Applicable, delete the table below)
(delete the table columns if the relevant information is already indicated in the subparagraphs above)

Automatic Early Redemption Determination Dates:	Barrier Observation Dates	Barrier Observation Period	Automatic Early Redemption Dates	Autocall Barrier Values	Automatic Early Redemption Rate	Specified Rate	Multiplier
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)

- (xiii) AutocallFX_{Initial}: [Applicable]/[Not Applicable]
AutocallFX_{Final}: [Applicable]/[Not Applicable]

(If AutocallFX_{Final} and AutocallFX_{Final} are not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)

- AutocallFX_{Final} Determination Date: [The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the relevant Automatic Early Redemption Determination Date]/[[●] *[specify date]*]
- AutocallFX_{Initial} Determination Date: [The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] *[specify date]*]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Base Currency: [●]/[Not Applicable]
- Second Currency: [●]
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]

(C) **Autocall 2:** [Applicable]/[Not Applicable]

(Paragraph 2.2 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- (ii) Automatic Early Redemption Event occurs if: the Knock-in Value [as of the relevant Automatic Early Redemption Determination Date]/[as of each Barrier Observation Date in respect of the relevant Automatic Early Redemption Determination Date]/[at any time during the Barrier Observation Period in respect of the relevant Automatic Early Redemption Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than]/[less than

			or equal to] the Autocall Barrier Value in respect of such Automatic Early Redemption Determination Date.
(iii)	Automatic Early Redemption Determination Date(s):		[●]/[Each date indicated in the column “Automatic Early Redemption Determination Dates” in the table relating to Autocall 2 below.]
(iv)	Barrier Observation Date(s):		[Not Applicable]/[Each date indicated in the column “Barrier Observation Dates” in the table relating to Autocall 2 below.]
(v)	Barrier Observation Period:		[Not Applicable]/[Each period indicated in the column “Barrier Observation Period” in the table relating to Autocall 2 below.] <i>(if applicable complete as follows in the table relating to Autocall 2 below :[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [●] and ending on (but excluding) [●]]/[subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)]]⁸⁹/[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities purposes)]]⁹⁰/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]]⁹¹)</i>
(vi)	Automatic Early Redemption Date(s):		[[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column “Automatic Early Redemption Dates” in the table relating to Autocall 2 below.]
(vii)	Automatic Early Redemption Specified Day(s):		[Applicable]/[Not Applicable] <i>(if Not Applicable, delete the below)</i> [●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]
(viii)	Autocall Barrier Value:		[●]/[●] per cent. of the Initial Reference Value]/[As indicated in the table relating to Autocall 2 below in the column “Autocall Barrier Values”]
(ix)	Specified Automatic Early Redemption Determination Date(s):		[●]/[Not Applicable]
(x)	Specified Rate:		[●]/[100] per cent.]/[Not Applicable]/[A percentage rate to be determined by the Determination Agent before the Issue Date

⁸⁹ Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁹⁰ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁹¹ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]/[The percentage rate indicated in the table relating to Autocall 2 below in the column “*Specified Rate*”.]

(xi) Automatic Early Redemption Rate: [●] per cent.]/[Not Applicable]/[The percentage rate indicated in the Table relating to Autocall 2 below in the column “*Automatic Early Redemption Rate*”.]

(xii) Table relating to Autocall 2: [Applicable/Not Applicable]
(if Not Applicable, delete the table below)
(delete the table columns if the relevant information is already indicated in the subparagraphs above)

Automatic Early Redemption Determination Dates:	Barrier Observation Dates	Barrier Observation Period	Automatic Early Redemption Dates	Autocall Barrier Values	Automatic Early Redemption Rate	Specified Rate
[●]	[●]	[●]	[●]	[●]	[●]	[●]
(repeat as required)	as (repeat as required)	as (repeat as required)	as (repeat as required)	as (repeat as required)	as (repeat as required)	as (repeat as required)
(xiii)	AutocallFX _{Initial} :		[Applicable]/[Not Applicable]			
	AutocallFX _{Final} :		[Applicable]/[Not Applicable]			
			(If AutocallFX _{Final} and AutocallFX _{Final} are not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)			
	• [AutocallFX _{Final} Determination Date:		[The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the relevant Automatic Early Redemption Determination Date]/[[●] [<i>specify date</i>]]			
	• AutocallFX _{Initial} Determination Date:		[The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] [<i>specify date</i>]]			
	• Exchange Currency		[●]			
	• Relevant Screen Page in respect of Exchange Currency:		[●]			
	• Specified Time in respect of Exchange Currency:		[●]/[Not Applicable] (Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)			
	• Base Currency:		[●]/[Not Applicable]			
	• Second Currency:		[●]			

	• Relevant Screen Page in respect of Second Currency:	[●]/[Not Applicable]
	• Specified Time in respect of Second Currency:	[●]/[Not Applicable] (Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
(D)	Autocall 3: (Paragraph 2.3 of Section 2 of the Additional Conditions)	[Applicable] / [Not Applicable] (if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
	(i) Knock-in Value:	[[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
	(ii) Automatic Early Redemption Event occurs if:	the Knock-in Value [as of the relevant Automatic Early Redemption Determination Date]/[as of each Barrier Observation Date in respect of the relevant Automatic Early Redemption Determination Date]/[at any time during the Barrier Observation Period in respect of the relevant Automatic Early Redemption Determination Date] is [greater than]/[greater than or equal to]/[equal to]/[less than]/[less than or equal to] the Autocall Barrier Value in respect of such Automatic Early Redemption Determination Date.
	(iii) Automatic Early Redemption Determination Date(s):	[●]/[Each date indicated in the column "Automatic Early Redemption Determination Dates" in the table relating to Autocall 3 below.]
	(iv) Barrier Observation Date(s):	[Not Applicable]/[Each date indicated in the column "Barrier Observation Dates" in the table relating to Autocall 3 below.]
	(v) Barrier Observation Period:	[Not Applicable]/[Each period indicated in the column "Barrier Observation Period" in the table relating to Autocall 3 below.] (if applicable complete as follows in the table relating to Autocall 1 below :[Barrier Observation Date]/[From [and including]/[but excluding] [Barrier Observation Period Start Date] to [but excluding]/[and including] [Barrier Observation Period End Date]]/[Each [[Common]Scheduled Trading Day] [Common Scheduled Trading Day or Scheduled Trading Day (as applicable) (Include for Multi Asset Basket Securities where Common Scheduled Trading Days apply for some but not all Relevant Underlying types)] beginning on (and including) [●] and ending on (but excluding) [●]]/[subject to adjustment in accordance with [Condition 9.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Equity-Linked Securities purposes)] ⁹² /[Condition 13.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Fund-Linked Securities

⁹² Insert language where the Securities are Share Basket Securities, Index Basket Securities or ETF Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

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			<u>purposes)]⁹³/[Condition 15.1 (Market Disruption, Reference Dates and Averaging Dates) [(for Futures Contract-Linked Securities purposes)]⁹⁴</u>				
(vi)	Automatic Redemption Date(s):	Early	[[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column “Automatic Early Redemption Dates” in the table relating to Autocall 3 below.]				
(vii)	Automatic Redemption Day(s):	Early Specified	[Applicable]/[Not Applicable] (if Not Applicable, delete the below) [●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]				
(viii)	Autocall Barrier Value:		[●]/[[●] per cent. of the Initial Reference Value] /[As indicated in the table relating to Autocall 3 below in the column “Autocall Barrier Values”]				
(ix)	Automatic Redemption Rate:	Early	[[●] per cent.]/[Not Applicable] /[The percentage rate indicated in the Table relating to Autocall 3 below in the column “Automatic Early Redemption Rate”].				
(x)	Specified Rate:		[●]/[100] per cent.]/[Not Applicable]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] /[The percentage rate indicated in the table relating to Autocall 3 below in the column “Specified Rate”].				
(xi)	Table relating to Autocall 3:		[Applicable/Not Applicable] (if Not Applicable, delete the table below) (delete the table columns if the relevant information is already indicated in the subparagraphs above)				
Automatic Early Redemption Determination Dates:	Barrier Observation Dates	Barrier Observation Period	Automatic Early Redemption Dates	Autocall Barrier Values	Automatic Early Redemption Rate	Specified Rate	
[●]	[●]	[●]	[●]	[●]	[●]	[●]	
(repeat required)	as (repeat required)	as (repeat required)	as (repeat required)	as (repeat required)	as (repeat required)	as (repeat required)	as (repeat required)
(E)	Autocall 4:		[Applicable]/[Not Applicable]				
(Paragraph 2.4 of Section 2 of the Additional Conditions)							

⁹³ Insert language where the Securities are Fund Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

⁹⁴ Insert language where the Securities are Futures Contract Basket Securities and the relevant purpose where the Securities are Multi Asset Basket Securities and more than one set of disruption provisions applies

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- (ii) Automatic Early Redemption Determination Date(s): [●]/[Each date indicated in the column “Automatic Early Redemption Determination Dates” in the table relating to Autocall 4 below.]
- (iii) Automatic Early Redemption Date(s): [[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column “Automatic Early Redemption Dates” in the table relating to Autocall 4 below.]
- (iv) Automatic Early Redemption Specified Day(s): [Applicable]/[Not Applicable]
(if Not Applicable, delete the below)
[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]
- (v) Autocall Barrier Value: [●]/[[●] per cent. of the Initial Reference Value] /[As indicated in the table relating to Autocall 4 below in the column “Autocall Barrier Values”]
- (vi) Specified Rate: [●]/[100] per cent.]/[Not Applicable]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]/[The percentage rate indicated in the table relating to Autocall 4 below in the column “Specified Rate”].]
- (vii) Table relating to Autocall 4: [Applicable/Not Applicable]
(if Not Applicable, delete the table below)

(delete the table columns if the relevant information is already indicated in the subparagraphs above)

Automatic Redemption Determination Dates:	Early Redemption Dates	Automatic Redemption Dates	Early Redemption Dates	Autocall Values	Barrier	Automatic Redemption Rate	Early Redemption Rate	Specified Rate

[●]		[●]		[●]		[●]		[●]

(repeat as required) (repeat as required) (repeat as required) (repeat as required) (repeat as required)

- AutocallFX_{Initial}: [Applicable]/[Not Applicable]
- AutocallFX_{Final}: [Applicable]/[Not Applicable]

(If AutocallFX_{Final} and AutocallFX_{Final} are not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)

- AutocallFX_{Final} Determination Date: [The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the relevant Automatic Early Redemption Determination Date]/[[●] *[specify date]*]
- AutocallFX_{Initial} Determination Date: [The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] *[specify date]*]
- Exchange Currency: [●]
- Relevant Screen Page in respect of Exchange Currency: [●]
- Specified Time in respect of Exchange Currency: [●]/[Not Applicable]
(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)
- Base Currency: [●]/[Not Applicable]
- Second Currency: [●]
- Relevant Screen Page in respect of Second Currency: [●]/[Not Applicable]
- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)

(F) **Autocall 5:** [Applicable]/[Not Applicable]

(Paragraph 2.5 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value] [and "N" is equal to [●]]
- (ii) Automatic Early Redemption Determination Date(s): [●]/[Each date indicated in the column "Automatic Early Redemption Determination Dates" in the table relating to Autocall 5 below.]
- (iii) Automatic Early Redemption Date(s): [[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column "Automatic Early Redemption Dates" in the table relating to Autocall 5 below.]
- (iv) Automatic Early Redemption Specified Day(s): [Applicable]/[Not Applicable]
(if Not Applicable, delete the below)

				[●]	[Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]		
(v)	Autocall Barrier Value:			[●]/[[●] per cent. of the Initial Reference Value] /	[As indicated in the table relating to Autocall 5 below in the column “Autocall Barrier Values”]		
(vi)	Table relating to Autocall 5:			[Applicable/Not Applicable]			
				(if Not Applicable, delete the table below)			
				(delete the table columns if the relevant information is already indicated in the subparagraphs above)			
Automatic Redemption Determination Dates:	Early Redemption Dates:	Automatic Redemption Dates	Early Redemption Dates	Autocall Values	Barrier	Automatic Redemption Rate	Early Redemption Rate
[●]	[●]			[●]		[●]	
(repeat as required)	(repeat as required)			(repeat as required)		(repeat as required)	
(vii)	Call Strike:			[●] per cent.			
	• AutocallFX _{Initial} :			[Applicable]/[Not Applicable]			
	• AutocallFX _{Final} :			[Applicable]/[Not Applicable]			
				(If AutocallFX _{Final} and AutocallFX _{Final} are not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)			
	• [AutocallFX _{Final} Determination Date:			[The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the relevant Automatic Early Redemption Determination Date]/[[●] [specify date]]			
	• AutocallFX _{Initial} Determination Date:			[The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] [specify date]]			
	• Exchange Currency:			[●]			
	• Relevant Screen Page in respect of Exchange Currency:			[●]			
	• Specified Time in respect of Exchange Currency:			[●]/[Not Applicable]			
				(Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)			
	• Base Currency:			[●]/[Not Applicable]			
	• Second Currency:			[●]			
	• Relevant Screen Page in respect of Second Currency:			[●]/[Not Applicable]			

- Specified Time in respect of Second Currency: [●]/[Not Applicable]
(Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]
- (G) **Autocall 6:** [Applicable/[Not Applicable]
(Paragraph 2.6 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Knock-in Value: [[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value]]
 - (ii) Automatic Early Redemption Determination Date(s): [●]/[Each date indicated in the column “Automatic Early Redemption Determination Dates” in the table relating to Autocall 6 below.]
 - (iii) Automatic Early Redemption Date(s): [[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column “Automatic Early Redemption Dates” in the table relating to Autocall 6 below.]
 - (iv) Automatic Early Specified Redemption Day(s): [Applicable]/[Not Applicable]
(if Not Applicable, delete the below)
[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]]
 - (v) Autocall Barrier Value: [●]/[[●] per cent. of the Initial Reference Value]/[As indicated in the table relating to Autocall 6 below in the column “Autocall Barrier Values”]
 - (vi) Threshold Number: [●]
 - (vii) Specified Rate: [●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert website address), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]/[The percentage rate indicated in the table relating to Autocall 6 below in the column “Specified Rate”.]
 - (viii) Table relating to Autocall 6: [Applicable/Not Applicable]
(if Not Applicable, delete the table below)

(delete the table columns if the relevant information is already indicated in the subparagraphs above)

Automatic Redemption Determination Dates:	Early Automatic Redemption Dates	Early Automatic Redemption Dates	Autocall Values	Barrier	Automatic Redemption Rate	Early Specified Rate

[●]	[●]	[●]	[●]	[●]
(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)	(repeat as required)
	• AutocallFX _{Initial} :	[Applicable]/[Not Applicable]		
	• AutocallFX _{Final} :	[Applicable]/[Not Applicable]		
		(If AutocallFX _{Final} and AutocallFX _{Final} are not Applicable, delete the following 9 square bracketed sub-paragraphs of this paragraph)		
	• [AutocallFX _{Final} Determination Date:	[The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the relevant Automatic Early Redemption Determination Date]/[[●] [specify date]]		
	• AutocallFX _{Initial} Determination Date:	[The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] [specify date]]		
	• Exchange Currency	[●]		
	• Relevant Screen Page in respect of Exchange Currency:	[●]		
	• Specified Time in respect of Exchange Currency:	[●]/[Not Applicable] (Specify Not Applicable if the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)		
	• Base Currency:	[●]/[Not Applicable]		
	• Second Currency:	[●]		
	• Relevant Screen Page in respect of Second Currency:	[●]/[Not Applicable]		
	• Specified Time in respect of Second Currency:	[●]/[Not Applicable] (Specify Not Applicable if direct fixing or the fall back in the definition of Specified Time in Sub-Section IV of Section 2 of the Additional Conditions applies)]		
(H)	Early Knock Out Event:	[Applicable]/[Not Applicable]		
	(Paragraph 2.7 of Section 2 of the Additional Conditions)	(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)		
(i)	Knock-in Value:	[[Worst Performance]/[Best Performance]/[Selected Worst of Performance]/[Selected Best of Performance]/[Relevant Underlying Performance] is applicable]/[is the Relevant Underlying Value]]		

- (ii) Automatic Early Redemption Determination Date(s): [●]/[Each date indicated in the column “Automatic Early Redemption Determination Dates” in the table relating to Early Knock Out Event below.]
- (iii) Automatic Early Redemption Date(s): [[Scheduled Automatic Early Redemption Date [is]/[are]] [●]]/[Each date indicated in the column “Automatic Early Redemption Dates” in the table relating to Early Knock Out Event below.]
- (iv) Automatic Early Redemption Specified Day(s): [Applicable]/[Not Applicable]
(if Not Applicable, delete the below)
[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]
- (v) Barrier Observation Period Start Date: [●] (*repeat as required*)/[Not Applicable]/[As indicated in the table relating to Early Knock Out Event below in the column “Barrier Observation Period Start Date”]
- (vi) Barrier Observation Period End Date: [●] (*repeat as required*)/[Not Applicable]/[As indicated in the table relating to Early Knock Out Event below in the column “Barrier Observation Period End Date”]
- (vii) Autocall Barrier Value: [●]/[[●] per cent. of the Initial Reference Value]/[As indicated in the table relating to Early Knock Out Event below in the column “Autocall Barrier Values”]
-
- (viii) Table relating to Early Knock Out Event: [Applicable/Not Applicable]
(if Not Applicable, delete the table below)

(delete the table columns if the relevant information is already indicated in the subparagraphs above)

Automatic Early Redemption Determination Dates:	Barrier Observation Period Start Date	Barrier Observation Period End Date	Automatic Early Redemption Dates	Autocall Barrier Values	Automatic Early Redemption Rate
[●]	[●]	[●]	[●]	[●]	[●]
<i>(repeat required)</i>	<i>as (repeat required)</i>	<i>as (repeat required)</i>	<i>as (repeat required)</i>	<i>as (repeat required)</i>	<i>as (repeat required)</i>
(I) Mixto Automatic Redemption:	Partial	[Applicable]/[Not Applicable]			
(Paragraph 2.8 of Section 2 of the Additional Conditions)		<i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>			
•	Automatic Redemption Date:	Partial	[●] [, adjusted in accordance with the Business Day Convention specified below]		
•	Automatic Redemption Date:	Partial	[●] per cent.		
•	Business Day Convention:		[Following Business Day Convention]/[Modified Following Business Day Convention]/[Modified Business Day Convention]/		

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] (*repeat as required*)]/Floating Rate Convention]/[Eurodollar Convention]/

[Not Applicable]

(J) **Automatic Early Redemption Event** [Applicable]/[Not Applicable]

(General Condition 16.12) (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

	Automatic Redemption Date (s) and Early Redemption Date(s):	Early Valuation Automatic	Automatic Redemption Dates:	Early Valuation	Automatic Redemption Dates	Early
(i)			[●] (<i>repeat as required</i>)		[●] (<i>repeat as required</i>)	
(ii)	Automatic Redemption Event occurs if the Cumulative Interest Amount is:	Early occurs	[greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the Automatic Early Redemption Level. (<i>delete as appropriate</i>)			
(iii)	Automatic Redemption Level:	Early	[●] [per cent.] of the Calculation Amount			
(iv)	Automatic Redemption Amount: ⁹⁵	Early	[[●] [per cent.] per Calculation Amount]/[Paragraph (c) of the definition of Automatic Early Redemption Amount in General Condition 16.12 (<i>Automatic Early Redemption Event</i>) applies] [An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):			

[

Calculation Amount

$$\times \left[\begin{aligned} &\text{Specified Rate} \\ &+ \left(\text{Participation Rate} \right. \\ &\left. \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \end{aligned} \right]$$

]/[

Calculation Amount × Specified Rate × UDI_{Final}

][provided that,]

⁹⁵ Note: If "Supplementary Provisions for Belgian Securities" is specified to apply, this amount will be determined in accordance with the Supplementary Provisions for Belgian Securities Annex to the Terms and Conditions of the Securities

[If a Redemption Cap applies:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the [UDI] Redemption Floor]

[If a Redemption Cap and a Redemption Floor apply:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor]

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

[Redemption Cap: [●]]

[Redemption Floor: [●]]

[For Zero Coupon Securities, choose one of the following options:

[[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with General Condition 16.9 (Early Redemption of Zero Coupon Securities). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [specify] [and the Accrued Value Commencement Date is [●].]

(v) Automatic Redemption Rate: Early [[●]/[100] per cent.] [in respect of Automatic Early Redemption Date falling on [●] and [●]/[100] per cent. in respect of Automatic Early Redemption Date falling on [●]]/[Not Applicable]

(specify if fallback in paragraph (c) of the definition of Automatic Early Redemption Amount in General Condition 16.12 applies)

(vi) Automatic Redemption Day(s): Early Specified [Applicable]/[Not Applicable]
(if Not Applicable, delete the below)
[●] [Business Day[s]]/[Clearing System Business Day[s]]/[calendar days]

(vii) Determination Time: [●]/[As per General Condition 9.9 (Definitions applicable to Equity-Linked Securities)]

(K) **Second Chance Autocall Proviso:** [Applicable]/[Not Applicable]

• Second Chance Autocall Barrier: [●] per cent.

• Second Chance Autocall Barrier Value: [●] per cent.

- Second Chance Autocall [Not Applicable]
Barrier Observation Date:

[OR]

[Automatic Early Redemption Determination Date]	Second Chance Autocall Barrier Observation Dates
[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

40. **One Star Condition:** [Applicable/Not Applicable]

(Paragraph 3.40 of Section 2 of the Additional Conditions)

(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

- (a) Type of One Star Condition [Market Up One Star Condition / Market Down One Star Condition / Tweak Market Down Condition]
- (b) Relevant Feature(s) to which the One Star Condition applies: [Interest Amount determination / Automatic Early Redemption determination / Final Redemption Amount determination / *other specify*]
(specify one or more)
- (c) Relevant Barrier(s): [Coupon Barrier Value / Autocall Barrier Value / Final Redemption Barrier Value / *other specify*]
(specify one or more and the specific name of the Relevant Barrier(s))
(in the relevant part of the Final Terms relating to the Relevant Barrier, specify in addition to this provision that such Relevant Barrier(s) is/are subject to the One Star Condition)
- (d) Benchmark Asset: [●]
(see further particular specified in section 29 (Provisions Relating to the Relevant Underlying(s)))
- (e) Benchmark Performance: [*specify*]
(see further particular specified in section 30 (Provisions Relating to the Relevant Underlying Performance: Performance Determination Terms and Value Determination Terms))
- (f) One Star Barrier(s): [Not Applicable]/[[●]%]
(as a percentage of One Star Initial Reference Value)
(specify separately for each Relevant Feature if different)
(Select as applicable if Market Up One Star is applicable, otherwise not applicable)
- (g) One Star Amount(s): [Not Applicable]

- [Calculation Amount x One Star Rate]
- (Select as applicable if Tweak Market Down One Star is applicable, otherwise not applicable)*
- (h) One Star Rate(s): [Not Applicable]/[[●] %]
- (repeat as necessary)*
- (Select as applicable if Tweak Market Down One Star is applicable, otherwise not applicable)*
41. **Dynamic Barrier Adjustment:** [Applicable/Not Applicable]
- (Paragraph 3.39 of Section 2 of the Additional Conditions) *(Delete the remaining sub-paragraphs of this item if Not Applicable)*
- (a) Relevant Barrier(s) to which Dynamic Barrier Adjustment applies: [Autocall Barrier Value / Coupon Barrier Value / Final Redemption Barrier Value / *other specify*]
- (specify one or more)*
- (b) The Adjusted Barrier Value for a Relevant Observation Date will be : the value determined by the Determination Agent in accordance with the following formula:
- Min [Scheduled Barrier Value ; Max [Barrier Floor ; Prior Reference Value / Initial Reference Value × 100%]]
- (c) Barrier Floor(s): [[●] % of the Initial Reference Value]
- Relevant Observation Barrier Floor Date**
- (as a percentage of the Initial Reference Value)*
- [●] [●]
- (repeat as necessary) (repeat as necessary)*
- (specify separately for each Relevant Barrier if different)*
42. **GENERAL CONDITION PROVISIONS RELATING TO EARLY REDEMPTION**
- (A) Early Redemption Amount upon Event of Default (General Condition 22):⁹⁶ [For Securities which are not Zero Coupon Securities, choose one of the following options:
- [Early Preference Share Redemption Security Amount]/[Fixed Redemption [(Accrued)]/[Accrued) Less Costs]/[(Unaccrued)]/[Unaccrued) Less Costs]]. The Specified Rate is [●]/[100] %/[Qualified Financial Institution Determination. The Determination Agent will determine the amount a Qualified Financial Institution would charge to assume all of the Issuer's payment and other obligations with respect to such Securities as if no such Event of Default had occurred or to undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Securityholder with respect to the

⁹⁶ Note: If "Supplementary Provisions for Belgian Securities" is specified to apply, this amount will be determined in accordance with the Supplementary Provisions for Belgian Securities Annex to the Terms and Conditions of the Securities

Securities]/[Accrued Value. [The Accrued Value Commencement Date is [●].] The Accrual Yield is [●] and the Reference Price is [●].]/[Fair Market Value]/[Fair Market Value Less Costs]/[Theoretical Value]]

[For Zero Coupon Securities, choose one of the following options:

[[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with General Condition 16.9 (Early Redemption of Zero Coupon Securities). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [specify] [and the Accrued Value Commencement Date is [●].]

[For Inflation Linked Securities in respect of which the Inflation Index is UDI Fixing other than Zero Coupon Securities, the following UDI-linked redemption may be specified:

[An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

[

[Calculation Amount]/[UDI Final Reduced Calculation Amount]

$$\left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \right]$$

]/[

[Calculation Amount]/[UDI Final Reduced Calculation Amount]

$$\times \text{Specified Rate} \times \text{UDI}_{\text{Final}}$$

][provided that,]

[If a Redemption Cap applies:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the [UDI] Redemption Floor]

[If a Redemption Cap and a Redemption Floor apply:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor]

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

[Redemption Cap: [●]]

[Redemption Floor: [●]]

[For Inflation Linked Securities where 'Linear Inflation Linked Redemption' is specified, the following early redemption formula may be specified:

An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX}\left(\frac{\text{CPI}_E}{\text{CPI}_{\text{Initial}}}, 1\right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day falls within the Determination Month (Early Redemption)).

where:

"Coupon Amount" means the amount that would be payable as an Interest Amount in respect of such Calculation Amount, on the date fixed for early redemption of the Notes if such date were an Interest Payment Date.]

[For Inflation Linked Securities where 'Interpolated Inflation Linked Redemption' is specified, the following early redemption formula may be specified:

An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX}\left(\frac{\text{Inflation Index (E)}}{\text{Inflation Index (Stat)}}, 1\right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

where:

"Coupon Amount" means the amount that would be payable as an Interest Amount in respect of such Calculation Amount, on the date fixed for early redemption of the Securities if such date were an Interest Payment Date.

"Inflation Index (E)" means the DIR Index Level in respect of the date fixed for early redemption of the Securities, as determined by the Determination Agent; and

"Inflation Index (Start)" means, the DIR Index Level in respect of the Issue Date, as specified in the applicable Issue Terms.]

(delete as appropriate)

(B) Early Redemption Amount (Tax) upon redemption pursuant to [Condition 16.2 (Tax Redemption – Morgan Stanley and MSFL Securities)]] [Condition 16.3 (Tax

[For Morgan Stanley or MSFL Securities:

[Not Applicable]/[Early Redemption Amount (Tax) – Fair Market Value Less Costs]/[Early Redemption Amount (Tax) –

Redemption – MSI plc, MSBV and MSESE Securities).⁹⁷ Fair Market Value]/[Early Redemption Amount (Tax) – Par Less Costs] / [Early Redemption Amount (Tax) – Par]

[For Inflation Linked Securities in respect of which the Inflation Index is UDI Fixing other than Zero Coupon Securities, the following UDI-linked redemption may be specified:

[An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

$$\left[\frac{[\text{Calculation Amount}]}{[\text{UDI Final Reduced Calculation Amount}]} \times \left[\begin{aligned} &\text{Specified Rate} \\ &+ \left(\text{Participation Rate} \right. \\ &\quad \left. \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \end{aligned} \right] \right] / [$$

$$[\text{Calculation Amount}] / [\text{UDI Final Reduced Calculation Amount}]$$

$$\times \text{Specified Rate} \times \text{UDI}_{\text{Final}}$$

][provided that,]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the UDI Redemption Floor

[For MSI plc, MSBV or MSESE Securities:

[Early Redemption Amount (Tax) – Fair Market Value Less Costs]/[Early Redemption Amount (Tax) – Fair Market Value]/[Early Redemption Amount (Tax) – Par Less Costs]/[Early Redemption Amount (Tax) – Par]]

(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Tax) – Fair Market Value Less Costs" may not be selected)

[For Inflation Linked Securities in respect of which the Inflation Index is UDI Fixing, the following UDI-linked redemption may be specified:

[An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination

⁹⁷ Note: If "Supplementary Provisions for Belgian Securities" is specified to apply, this amount will be determined in accordance with the Supplementary Provisions for Belgian Securities Annex to the Terms and Conditions of the Securities

Agent in accordance with such formula is a negative number, zero):

[

[Calculation Amount]/[UDI Final Reduced Calculation Amount
×

$\left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \right]$

]/[

[Calculation Amount]/[UDI Final Reduced Calculation Amount

Specified Rate × UDI_{Final}

][provided that,]

[If a Redemption Cap applies:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the [UDI] Redemption Floor]

[If a Redemption Cap and a Redemption Floor apply:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor]

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

[Redemption Cap: [●]]

[Redemption Floor: [●]]

[For Inflation Linked Securities where 'Linear Inflation Linked Redemption' is specified, the following early redemption formula may be specified:

An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX} \left(\frac{\text{CPI}_{\text{E}}}{\text{CPI}_{\text{Initial}}}, 1 \right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day falls within the Determination Month (Early Redemption)).

where:

"Coupon Amount" means the amount that would be payable as an Interest Amount in respect of such Calculation Amount, on

the date fixed for early redemption of the Notes if such date were an Interest Payment Date.]

[For Inflation Linked Securities where 'Interpolated Inflation Linked Redemption' is specified, the following early redemption formula may be specified:

An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX} \left(\frac{\text{Inflation Index (E)}}{\text{Inflation Index (Start)}}, 1 \right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

where:

"Coupon Amount" means the amount that would be payable as an Interest Amount in respect of such Calculation Amount, on the date fixed for early redemption of the Securities if such date were an Interest Payment Date.

"Inflation Index (E)" means the DIR Index Level in respect of the date fixed for early redemption of the Securities, as determined by the Determination Agent; and

"Inflation Index (Start)" means, the DIR Index Level in respect of the Issue Date, as specified in the applicable Issue Terms.]

[For Zero Coupon securities, choose one of the following options:

[[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with General Condition 16.9 (Early Redemption of Zero Coupon Securities). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [specify] [and the Accrued Value Commencement Date is [●].]

(C)	Illegality and Regulatory Event (General Condition 23):	[Applicable]/[Not Applicable]
(D)	Early Redemption Amount (Illegality and Regulatory Event): ⁹⁸	[[Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value]/[Early Redemption Amount (Illegality and Regulatory Event) – Par (Accrued) Less Costs]/[Early Redemption Amount (Illegality and Regulatory Event) – Par (Accrued)],[Early Redemption Amount (Illegality and Regulatory Event) – Par (Unaccrued) Less Costs]/[Early Redemption Amount (Illegality and Regulatory Event) – Par (Unaccrued)],[Linear Inflation Linked Redemption]/ [Interpolated Inflation Linked Redemption] shall apply]/ [An amount per Calculation Amount determined by the

⁹⁸ Note: If "Supplementary Provisions for Belgian Securities" is specified to apply, this amount will be determined in accordance with the Supplementary Provisions for Belgian Securities Annex to the Terms and Conditions of the Securities

Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

[For Inflation Linked Securities in respect of which the Inflation Index is UDI Fixing other than Zero Coupon Securities, the following UDI-linked redemption may be specified:

[An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

$$\frac{[\text{Calculation Amount}]/[\text{UDI Final Reduced Calculation Amount}] \left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \right]}{[\text{Calculation Amount}]/[\text{UDI Final Reduced Calculation Amount}] \times \text{Specified Rate} \times \text{UDI}_{\text{Final}}}$$

][provided that,]

[If a Redemption Cap applies:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the [UDI] Redemption Floor]

[If a Redemption Cap and a Redemption Floor apply:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor]

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

[Redemption Cap: [●]]

[Redemption Floor: [●]][*If a Redemption Cap applies:*

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the Redemption Floor]

[If a Redemption Cap and a Redemption Floor apply:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor]

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

[Redemption Cap: [●]]

[Redemption Floor: [●]]/ [Not Applicable]

(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value Less Costs", "Early Redemption Amount (Illegality and Regulatory Event) – Par (Accrued) Less Costs" and "Early Redemption Amount (Illegality and Regulatory Event) – Par (Unaccrued) Less Costs" may not be selected)

[For Zero Coupon Securities, choose one of the following options:

[[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with General Condition 16.9 (*Early Redemption of Zero Coupon Securities*). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [*specify*] [and the Accrued Value Commencement Date is [●]].]

(E) Relevant Rates Benchmark Discontinuance or Prohibition on Use (General Condition 6.20)

[Applicable]/[Not Applicable]

[Administrator/Benchmark Event: applicable for General Condition 6.20(c): [Not Applicable]⁹⁹ [Applicable as per the General Conditions]]

[Alternative Pre-nominated Reference Rate: [None] [*Specify*] (*specify in respect of each Relevant Rates Benchmark*)]

[[Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued): [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] [Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value] shall apply] / [Not Applicable]

(Note – for issuances of Securities to retail investors, "Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value Less Costs", "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) less Costs" and "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs" may not be selected)

⁹⁹

Not applicable where the Relevant Rates Benchmark is U.S. Dollar LIBOR.

- (F) CMS Reference Rate – Effect of Index Cessation Event (General Condition 6.21) [Applicable]/[Not Applicable]
- Administrator/Benchmark Event: applicable for General Condition 6.21(d): [Not Applicable] [Applicable as per the General Conditions]
- [Alternative Pre-nominated Reference Rate: [None] [Specify]]
- [Benchmark Replacement Adjustment: [Specify]]
- [[Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued): [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fair Market Value Less Costs] / [Early Redemption Amount (CMS Reference Rate) – Fair Market Value] shall apply] / [Not Applicable]
- (Note – for issuances of Securities to retail investors, ["Early Redemption Amount (CMS Reference Rate) – Fair Market Value Less Costs", "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued) Less Costs" and "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued) Less Costs" may not be selected)*
- Reference Time: [●]/[Not Applicable]
- [For Zero Coupon Securities, choose one of the following options:*
- [[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with General Condition 16.9 (Early Redemption of Zero Coupon Securities). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [specify] [and the Accrued Value Commencement Date is [●]].]*
- (G) **Inconvertibility Event Provisions:** [Applicable]/[Not Applicable]/[Not Applicable – Commodity-Linked Security Inconvertibility Provisions apply]
- (General Condition 34) *(if Not Applicable, or if Commodity-Linked Security Inconvertibility Provisions apply, delete sub-paragraphs (i) to (vi) below)*
- (i) Consequences of the occurrence of an Inconvertibility Event: [Converted Payment]/[Early Redemption]/[Suspended Payment]
- (ii) Inconvertibility Early Redemption Amount:¹⁰⁰ [Not Applicable]
- [OR]

¹⁰⁰ Note: If "Supplementary Provisions for Belgian Securities" is specified to apply, this amount will be determined in accordance with the Supplementary Provisions for Belgian Securities Annex to the Terms and Conditions of the Securities

[For Zero Coupon Securities, choose one of the following options:

[Early Preference Share Redemption Security Amount]/[[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with General Condition 16.9 (*Early Redemption of Zero Coupon Securities*). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [*specify*] [and the Accrued Value Commencement Date is [●].]

[For Securities which are not Zero Coupon Securities, choose one of the following options:

[[●] per cent. per Calculation Amount]/[Early Redemption Amount Less Costs applies. For the purposes of the definition of Early Redemption Amount Less Costs, [Fixed Redemption/[(Accrued)]/[(Accrued) Less Costs]/[(Unaccrued)]/[(Unaccrued) Less Costs]] applies. The Specified Rate is [●]/[100] %/[Qualified Financial Institution Determination applies.]/[Accrued Value applies. [The Accrued Value Commencement Date is [●].] The Accrual Yield is [●] and the Reference Price is [●].] [Theoretical Value applies.]]/[Early Redemption Amount applies. For the purposes of the definition of Early Redemption Amount, [Fixed Redemption applies. The Specified Rate is [●]/[100] %/[Qualified Financial Institution Determination applies.]/[Accrued Value applies. [The Accrued Value Commencement Date is [●].] The Accrual Yield is [●] and the Reference Price is [●].]/[Theoretical Value applies.]]/[Fair Market Value applies]/[Fair Market Value Less Costs applies] [An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, zero):

[

[Calculation Amount]/[UDI Final Reduced Calculation Amount] ×

$$\left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{UDI}_{\text{Final}}}{\text{UDI}_{\text{Initial}}} - 1 \right) \right) \right]$$

]/[

[Calculation Amount]/[UDI Final Reduced Calculation Amount]

Specified Rate × UDI_{Final}

][provided that,]

[If a Redemption Cap applies:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap]

[If a Redemption Floor applies:

the amount calculated in accordance with the above formula shall not be less than the [UDI] Redemption Floor]

[If a Redemption Cap and a Redemption Floor apply:

the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor]

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

[Redemption Cap: [●]]

[Redemption Floor: [●]]]

[For Inflation Linked Securities where 'Linear Inflation Linked Redemption' is specified, the following early redemption formula may be specified:

An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX} \left(\frac{\text{CPI}_E}{\text{CPI}_{\text{Initial}}}, 1 \right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day falls within the Determination Month (Early Redemption)).

where:

"Coupon Amount" means the amount that would be payable as an Interest Amount in respect of such Calculation Amount, on the date fixed for early redemption of the Notes if such date were an Interest Payment Date.]

[For Inflation Linked Securities where 'Interpolated Inflation Linked Redemption' is specified, the following early redemption formula may be specified:

An amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{MAX} \left(\frac{\text{Inflation Index}(E)}{\text{Inflation Index}(Start)}, 1 \right) + \text{Coupon Amount}$$

on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Security).

where:

"Coupon Amount" means the amount that would be payable as an Interest Amount in respect of such Calculation Amount, on the date fixed for early redemption of the Securities if such date were an Interest Payment Date.

"**Inflation Index (E)**" means the DIR Index Level in respect of the date fixed for early redemption of the Securities, as determined by the Determination Agent; and

"**Inflation Index (Start)**" means, the DIR Index Level in respect of the Issue Date, as specified in the applicable Issue Terms.]

(Note – for issuances of Securities to retail investors, "Early Redemption Amount Less Costs" and "Fair Market Value Less Costs" may not be selected)

- (iii) Relevant Currenc(y)/(ies): [●]
- (iv) Relevant Jurisdiction(s): [●]
- (v) Inconvertibility Specified Currenc(y)/(ies): [●]
- (vi) Settlement Rate Option: [Currency Reference Dealers]/[Not Applicable]

(If Commodity-Linked Security Inconvertibility Provisions apply, insert (vii) to (ix) below. If Commodity-Linked Security Inconvertibility Provisions do not apply delete (vii) to (ix) below)

- (vii) Relevant Currenc(y)/(ies): [●]
- (viii) Relevant Jurisdiction(s): [●]
- (ix) Inconvertibility Specified Currenc(y)/(ies): [●]

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

- 43. Form of Securities: [Registered Securities:
(General Condition 3) [Global Security Certificate registered in the name of [a nominee for] [a common depositary for Euroclear and Clearstream, Luxembourg]/[a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))] ¹⁰¹, exchangeable for Individual Security Certificates on [●] days' notice/at any time/in the limited circumstances described in the Global Security Certificate]
[Individual Security Certificates]
[Danish Securities]
[Finnish Securities]
[Swedish Securities]
[Norwegian Securities]
[Uncertificated Securities]

¹⁰¹ To be included for Registered Securities in global form which are to be held under the NSS.

- [Bearer dematerialised form (*au porteur*) / [fully/administered]
Registered dematerialised form (*au nominatif*
[pur/administré]]
- [Insert in the case of French Law Securities:
- Identification information of Securityholders as provided by
Condition 3.5 in relation to French Law Securities:
[Applicable/Not Applicable]]
44. Registration Agent: [Not Applicable/give details]
- (Note that a Registration Agent can only be appointed for
French Law Securities in registered dematerialised form (*au*
nominatif))
45. Additional Business Centre(s) or [Not Applicable/[●]].
other special provisions relating to
Payment Dates: *Note that this item relates to the date and place of payment, and
not interest period end dates. This should specify "Not
applicable" unless, exceptionally, location of Fiscal Agent is to
be included as a business day for the purposes of payments
whilst Securities are in global form in the clearing systems.*
46. Record Date: [As set out in the General Conditions/The Record Date is [●]
[Business Day/day/clearing system business day] before the
relevant due date for payment/As per General Condition 17.8
(Payments of Principal and Interest in respect of Nordic
Securities)¹⁰²/Not Applicable]
- [[●] (include details in the case of Securities admitted to
trading on Borsa Italiana trading venues)¹⁰³]
47. Redenomination, renominalisation and reconventioning provisions: [Not Applicable]/[The provisions in General Condition 33
(Redenomination, Renominalisation and Reconventioning)
apply]
48. Taxation:
- (i) General Condition 21.1: [Not Applicable]¹⁰⁴/["Additional Amounts" is
[Applicable]/[Not Applicable]]
- (ii) General Condition 21.4: Implementation of Financial Transaction Tax Event is
[Applicable]/[Not Applicable] [Specify Not Applicable for
Preference Share-Linked Securities]
49. CNY Centre: [●]/[Not Applicable]
50. CNY Disruption Events: [Applicable]/[Not Applicable]
- (General Condition 35) (Note – for issuances of Securities to retail investors, General
Condition 35 should be specified as Not Applicable)

¹⁰² To be included for Nordic Securities.

¹⁰³ Note: In the case of Securities listed and/or admitted to trading on Borsa Italiana trading venues, the
Record Date must comply with the rules of Borsa Italiana and any relevant guidelines.

¹⁰⁴ Specify "Not Applicable" for French Law Securities. General Condition 21.1 is not applicable to French
Law Securities.

51. Substitution of Issuer or Guarantor with non Morgan Stanley Group entities:
(General Condition 36.2) Applicable
52. FX_{Final} Determination Date: [The Currency Business Day [[immediately succeeding] OR [[●] days succeeding]] the Determination Date]/[[●] *specify date*]/[Not Applicable]
53. FX_{Initial} Determination Date: [The Currency Business Day [[immediately preceding] OR [[●] days preceding]] the Strike Date]/[[●] *specify date*]/[Not Applicable]

DISTRIBUTION

54. (i) If syndicated, names [and addresses]¹⁰⁵ of Managers [and underwriting commitments]¹⁰⁶: 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.)¹⁰⁷ [Not Applicable/give names[, *addresses and underwriting commitments*]] [(*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis.*)]
- (ii) [Date of [Subscription] Agreement: [●]]¹⁰⁸
- (iii) Stabilising Manager(s) (if any): [Not Applicable/give name]
55. If non-syndicated, name [and address]¹⁰⁹ of [dealer]: [Not Applicable/give name [*and address*]]¹¹⁰ [(which may act in whole or in part through an affiliate)]
56. Non-exempt Offer and Offer Period: [Not Applicable]/[An offer of the Securities may be made by the [insert names]/[any person who is authorised to make such offers under Directive 2014/65/EU] other than pursuant to Article 1(4) of the Prospectus Regulation in [Austria]/[Belgium]/[Bulgaria]/[Croatia]/[Czech Republic]/[Denmark]/ [Finland]/[France]/ [Greece]/[Hungary]/[Ireland]/[Italy]/[Liechtenstein]/[Luxembourg]/[Norway]/[Poland]/[Portugal]/[Romania]/[Slovakia]/[Spain]/[Slovenia]/[Sweden]/[The Netherlands] ("**Public Offer Jurisdictions**") during [the period from, and

¹⁰⁵ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

¹⁰⁶ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

¹⁰⁷ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

¹⁰⁸ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more

¹⁰⁹ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more

¹¹⁰ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

- [including]/[excluding], [●] to, and [including]/[excluding], [●] ("Offer Period")/[the period from, and [including]/[excluding], [●] to, and [including]/[excluding], [●] for the Securities that will be offered by means of ["online selling"]/"door-to-door" selling]] ("Offer Period") (delete as appropriate) [subject to the following conditions: *specify*]]. See further paragraph 7 of Part B below.
57. [Swiss Non-exempt Offer and Swiss Offer Period] *[Insert in case of a public offer of Securities in Switzerland that is not made within an exemption from the requirement to publish a prospectus under the FinSA]*
- [A public offer of the Securities that does not fall within an exemption from the requirement to publish a prospectus under the FinSA (a "Swiss Non-exempt Offer") may be made by [●] (the "Swiss Authorised Offeror") in Switzerland during the period from, and [including]/[excluding], [●] to, and [including]/[excluding], [●] (the "Swiss Offer Period") [subject to the following conditions: *specify*]]. See further paragraph 7 of Part B below.
- The Issuer consents to the use of the Base Prospectus in connection with an offer of the Securities in Switzerland by the Swiss Authorised Offeror during the Swiss Offer Period, provided however, that the Base Prospectus is still valid according to Article 55 FinSA.]
58. [Total commission and concession: [In connection with the offer and sale of the Securities, [the Issuer][Morgan Stanley & Co. International plc] will pay *[name/s]*] a [one time][recurring] [distribution]/[structuring] fee amount equal to [a maximum of] [●] [of the [Aggregate Nominal Amount][Number of Units]]/*specify amount*]/[per annum/other]]/[No fees will be paid by the Issuer or Morgan Stanley & Co. International plc, directly or indirectly, in connection with any advised sale of Securities]]¹¹¹
59. Governing Law: [English/French] law
60. Representation of Holders/Masse provisions¹¹² (Condition 27.2): [Condition 27.2(k) (*Full Masse*) applies]¹¹³
- [Issue outside France: [Applicable/Not Applicable]]¹¹⁴
- (*Specify the names of the initial Representative and the alternate Representative, if any, and their remuneration as set out below*)
- [Name and address of the Representative: []]
- Name and address of the alternate Representative: []]
- [The Representative will receive no remuneration./The Representative will receive a remuneration of [].]
- [As long as the Securities are held by a single Securityholder, such Securityholder will exercise directly the powers delegated to the Representative and general meetings of Securityholders]

¹¹¹ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

¹¹² If French law governed.

¹¹³ Delete for Securities with a denomination per Note of EUR 100,000 or more.

¹¹⁴ Delete for Securities with a denomination per Note of EUR 100,000 or more.

under the Conditions. The Issuer (or its agent on its behalf) shall keep a record of the decisions taken by the sole Securityholder in such capacity, which shall be available, upon request, to any future Securityholders. A Representative shall be appointed when the Securities of a Series are held by more than one Securityholder.]

United States Taxation

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the Security (or a financial institution holding the Security on behalf of the beneficial owner) furnishes the appropriate Form W-8, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the Securities will be made net of applicable withholding taxes, and Morgan Stanley Finance LLC will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld.

As described in "*United States Federal Taxation*" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA or Section 871(m) of the Internal Revenue Code (in some cases, even if the applicable IRS Form mentioned above is provided).]¹¹⁵

A non-U.S. investor should review carefully the section entitled "*United States Federal Taxation*" in the Base Prospectus.

¹¹⁶[Withholding on "Other Income" Coupon Payments

This discussion is limited to the U.S. federal tax issues addressed below. Additional issues may exist that are not addressed in this discussion and that could affect the federal tax treatment of an investment in the Securities. Investors should seek their own advice based upon their particular circumstances from an independent tax adviser.

The following discussion applies to Securities issued by Morgan Stanley or MSFL that pay periodic coupons and provide for a payment at maturity or upon early settlement (other than the stated coupon) that is determined by reference to the performance of a Relevant Underlying and thus may be lower or higher than their issue price. The U.S. federal income tax treatment of the Securities is unclear due to the absence of statutory, judicial or administrative authorities that directly address the Securities or similar securities, and no ruling is being requested from the Internal Revenue Service ("IRS") with respect to the Securities. Significant aspects of the U.S. federal income tax consequences of an investment in the Securities are uncertain, and no assurance can be given that the IRS or a court will agree with the tax treatment described herein. Accordingly, investors should consult their tax adviser regarding the U.S. federal income tax consequences of an investment in the Securities (including possible alternative treatment thereof).

A non-U.S. investor should expect that a withholding agent will treat any coupon payments as subject to U.S. federal withholding tax at a rate of 30 per cent., unless the non-U.S. investor establishes an exemption under the "other income" provision of a Qualifying Treaty (as defined below) or, to the extent that any portion of a coupon payment is treated as interest for U.S. federal income tax purposes, an exemption under the "portfolio interest exemption" rules as described below.

An income tax treaty between a non-U.S. jurisdiction and the United States is a "Qualifying Treaty" if it provides for a 0 per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States. Accordingly, if a non-U.S. investor is a resident of a non-U.S. jurisdiction that qualifies for benefits under such a Qualifying Treaty, it should generally be eligible for an exemption under the "other income" provision referred to above if the non-U.S. investor complies with the certification requirement described in the section entitled "*United States Federal Taxation—Tax Treatment of the Securities—Other Income Coupons*" in the Base Prospectus. However, because most income tax treaties contain complex eligibility rules and limitations, a non-U.S. investor should consult its tax adviser about its eligibility for this exemption. To demonstrate eligibility for the "other income" exemption to the Issuer or an applicable withholding agent, a non-U.S. investor generally

¹¹⁵ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are not "other income" securities.

¹¹⁶ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are not "other income" securities.

will be required to provide a properly completed IRS Form W-8BEN or W-8BEN-E certifying that it is not a U.S. person and that it is eligible for the benefits of the "other income" article of a Qualifying Treaty (or, if the non-U.S. investor holds its Securities through certain intermediaries, it may be permitted to provide alternative documentation in lieu of the appropriate Form W-8BEN or W-8BEN-E to establish that it is not a U.S. person and that it is eligible for the benefits of the "other income" article of a Qualifying Treaty) as discussed in the section entitled "*United States Federal Taxation—Tax Treatment of the Securities—Other Income Coupons*" in the Base Prospectus.

Notwithstanding the discussion above, because the U.S. federal income tax treatment of the Securities is unclear, any coupon payments on such Securities could alternatively be treated in whole or part as payments of interest. Nonetheless, even if the coupon payments are treated in whole or in part as interest and thus not eligible for the "other income" exemption described above, under current law and administrative practice a non-U.S. investor may qualify for the "portfolio interest exemption" with respect to the coupon payments if the investor has timely provided certifications to establish that it is not a U.S. person and certain other conditions are met, as discussed in the section entitled "*United States Federal Taxation—Tax Treatment of the Securities—Interest*" in the Base Prospectus.

As described in "*United States Federal Taxation*" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA or Section 871(m) of the Internal Revenue Code (in some cases, even if the applicable IRS Form mentioned above is provided).

If withholding is so required, the relevant Issuer will not be required to pay any additional amounts with respect to the amounts so withheld.]

¹¹⁷[**THIRD PARTY INFORMATION**

(*Relevant third party information*) has been extracted from [●] (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

¹¹⁷ Insert if any third party information has been provided.

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO [TRADING/LUXEMBOURG STOCK EXCHANGE SECURITIES OFFICIAL LIST/[●]]

Listing and admission to Trading: [Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Securities to be admitted to trading on [the [Luxembourg Stock Exchange's] / [●'s]] [Euro MTF]/[Regulated Market] and to be listed on the official list of [the [Luxembourg Stock Exchange] / [the Electronic Bond Market (MOT), organised and managed by Borsa Italiana S.p.A. (Borsa Italiana)]/ [EuroTLX [Bond-X]/[Cert-X] segment, the multilateral trading facility organised and managed by Borsa Italiana] / [the multilateral trading facility of derivative securitised financial instruments, organised and managed by Borsa Italiana (SeDeX)] / [the multilateral trading facility of Euronext Access Milan, organised and managed by Borsa Italiana] [Euronext Paris] [●]] with effect from [●].]/[Application [has [also] been made/is [also] expected to be made] by the Issuer (or on its behalf) for the Securities to be admitted to listing and/or trading on [*insert name of exchange*] with effect from [on or around] [●].]

[No assurances can be given that such application for listing and/or admission to trading will be granted (or, if granted, will be granted by the Issue Date).][The Issuer has no duty to maintain the listing (if any) of the Securities on the relevant stock exchange(s) over their entire lifetime [*Insert for Warsaw Stock Exchange listing*], provided any de-listing of the Securities shall only occur in accordance with the applicable stock exchange rules].]

[Not Applicable.]

[Minimum Tradable Amount: [*specify*]/[Not applicable]/[(being the equivalent of [*specify*] Certificates)]¹¹⁸

[*Where documenting a fungible issue, need to indicate that original Securities are already admitted to trading.*]

[Admission on the Luxembourg Stock Exchange Securities Official List ("**LuxSE SOL**")]:¹¹⁹

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be displayed on the LuxSE SOL without admission to trading with effect from on or about [[the Issue Date]/[●]].]

[No assurance can be given that such application to be displayed on the LuxSE SOL will be granted (or, if granted, will be granted prior to the Issue Date).]

[The Issuer has no duty to maintain the Notes on the LuxSE SOL over their entire lifetime.]

[*Where documenting a fungible issue, need to indicate that original Notes are already displayed on the LuxSE SOL.*]

[Last day of Trading: [●]]

¹¹⁸ Note: include for trades admitted on EuroTLX, Cert-X Segment and SeDeX.
¹¹⁹ Delete for Notes which are not to be displayed on the LuxSE SOL.

[Estimate of total expenses related to admission to trading: [●]]¹²⁰

2. RATINGS

Ratings: [The Securities to be issued have been rated:

[S & P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

Option 1

[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

Option 2

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA and is not registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

Option 3

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA but the rating it has given to the Securities is endorsed by *[insert legal name of credit rating agency]*, which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

Option 4

[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").¹²¹

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]¹²²

(The above disclosure should reflect the rating allocated to Securities of the type being issued under the Program generally or, where the issue has been specifically rated, that rating.)

Option 5

¹²⁰ Delete for Securities with a denomination per Note or Unit Value per Certificate of less than EUR 100,000.

¹²¹ Edit and delete options as appropriate for the relevant rating agency/agencies providing the rating(s).

¹²² Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

[The Securities will not be rated].]

3. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:]

["So far as the Issuer is aware, no person involved in the [issue/offer] of the Securities has an interest material to the offer".] OR

[Specify material Conflicts]

[Include additional conflicts of interest if required and not covered above]

(When adding any other description, consideration should be given as to whether the new matters described constitute a "significant new factor" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation)

4. **REASONS FOR THE [ISSUE/OFFER], ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

(i) Reasons for the [issue/offer]: *[If the Issuer is MSI plc or MSESE or the Issuer is Morgan Stanley and, in the case of Notes, the Notes do not constitute Sustainable Bonds: The net proceeds from the issue of Securities will be applied by the Issuer for [its general corporate purposes and/or, in connection with hedging its obligations under the Securities] / [specify any other reasons].]*

[If the Issuer is MSBV: At least 95% of the proceeds will be invested (uitzetten) within the group of which MSBV forms part.]

[If the Issuer is MSFL: MSFL intends to lend the net proceeds from its issuances of the Securities to Morgan Stanley.]

[If the Issuer is Morgan Stanley or MSFL and, in the case of Notes, the Notes constitute Sustainable Bonds: The Securities constitute [Green Bonds]/[Social Bonds]/[Sustainability Bonds] and an amount equal to the gross proceeds raised will be used to finance and/or refinance, in whole or in part, one or more of the projects included in the [Green Eligible Projects]/[Social Eligible Projects]/[Green Eligible Projects and Social Eligible Projects] pursuant to the Morgan Stanley Sustainable Issuance Framework which is available on the website of the Morgan Stanley ([●]) and described below:

[Describe specific projects included in the Green Eligible Projects and/or Social Eligible Projects]

(ii) Estimated net proceeds: [●]

(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 expenses relating to the issue: [●]¹²³

Fixed Rate Securities only – YIELD

Indication of yield: [●]/[Not Applicable]

[(Only applicable for offers to the public in France) [yield gap of [●] per cent. in relation to tax free French government bonds (obligations assimilables au Trésor (OAT)) of an equivalent duration.]]

Floating Rate Securities/Range accrual Securities/Barrier Securities only – HISTORIC INTEREST RATES

Details of historic [EURIBOR/other] rates can be obtained from [Reuters]./[Not Applicable]

5. **Linked Securities only – PERFORMANCE OF [UNDERLYING(S)]/[PREFERENCE SHARE]/[EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS]¹²⁴ AND OTHER INFORMATION CONCERNING THE UNDERLYING(S)**

[Not Applicable]/[Need to include details of where past and future performance and volatility of each index/equity/formula/other variable can be obtained by electronic means and whether or not it can be obtained free of charge [and a clear and comprehensive explanation of how the value of the investment is affected by each underlying and the circumstances when the risks are most evident.] [Where an underlying is a Share or ETF Interest include name of issuer of such Share or ETF Interest and ISIN or other relevant identification number of such underlying.] [Where an underlying is a commodity or commodity index, include name of such commodity or commodity index, including for these purposes where the commodity index is published] [Where an underlying is an Index or Inflation Index need to include the name of the Index or Inflation Index and an indication of where to obtain information about the Index or Inflation Index, including for these purposes where the Index or Inflation Index is published][Where the underlying is a Futures Contract, include details of the asset underlying such contract.] [Where the underlying is a Preference Share include name of issuer of such Preference Share and ISIN or other relevant identification number of such underlying.]

[The value of the Securities is linked to the positive or negative performance of the [specify Underlying(s)]. An increase in the [value]/[level] of the [specify Underlying(s)] will have a [positive]/[negative] effect on the value of the Securities, and a decrease in the [value]/[level] of the [specify Underlying(s)] will have a [positive]/[negative] effect on the value of the Securities.]

[The [interest] [and] [redemption] amount[s] payable on the Securities [is/are] dependent on the value or performance of the [specify Underlying(s)] [reaching]/[not reaching] a threshold or barrier and a small increase or decrease in the value or performance of the [specify Underlying(s)] near to the threshold or barrier may lead to a significant increase or decrease in the return of the Securities[and Securityholders] may receive no interest at all].

[The [interest] [and] [redemption] amount[s] payable on the Securities [is/are] linked to the value or performance of the [specify Underlying(s)] as of one or more predefined dates and, irrespective of the level of the [specify Underlying(s)] between these dates, the values or performance of the [specify Underlying(s)] on these dates will affect the value of the Securities more than any other factor.]

[The Final Redemption Amount payable on the Securities is linked to [a specified percentage of] the performance of the [specify Underlying(s)] and Securityholders may not receive the amount initially invested, and may receive a significantly lesser amount [subject to the minimum amount specified].

¹²³ Not Applicable for Notes with a denomination per Note of EUR 100,000 or more.

¹²⁴ Delete for Securities with a denomination per Note or Unit Value per Certificate of EUR 100,000 or more.

[The Final Redemption Amount payable on the Securities is linked to the performance of the Preference Share and Securityholders may not receive the amount initially invested, and may receive a significantly lesser amount [subject to the minimum amount specified].

*[To be inserted if an Index is a decrement Index: The [Insert name of the relevant Index/Indices] ([the][each a] "**Decrement Index**") [is][are each] a 'decrement' index. This means [each] such Decrement Index represents the performance of a strategy tracking a given total return index from which a pre-determined amount (a "**synthetic dividend**") is deducted periodically. [In respect of [Insert name of the relevant Index/Indices],][T/t]he synthetic dividend is expressed as [a fixed percentage ([●]%)][an index point ([●] index point)][specify per decrement index]. Depending on the level of dividends paid by the relevant companies, a decrement index may perform differently in comparison to other market indices that include dividend adjustments due to the different dividend methodologies adopted.*

A "price return" index is calculated on the basis that dividends paid on the components are not reinvested. A standard "total return" index is calculated on the basis that dividends paid on the components are reinvested, thereby increasing the value of the index compared to the price return version. Due to the fixed amount of synthetic dividend being subtracted from [the][each] Decrement Index, such Decrement Index will underperform an otherwise equivalent total return index where dividends are reinvested. In case the synthetic dividend is larger than the realised level of dividends paid by the relevant companies, the decrement index will underperform an otherwise equivalent price return index.]

[Insert this additional language in respect of a Decrement Index which tracks the performance of a single component security: As [Insert name of the relevant Index/Indices] [insert relevant decrement index/indices] tracks the performance of a single component security, [each] such Decrement Index (after deduction of the pre-determined synthetic dividend) will underperform a direct investment in such component security (i.e. because such direct investment would benefit from dividends paid by the component security without any deduction of the synthetic dividend).]

The market price or value of the Securities at any time is expected to be affected by changes in the value of the [specify Underlying(s)] to which the Securities are linked.

[The market price or value of the Securities could, in certain circumstances, be affected by fluctuations in the actual or anticipated rates of dividend (if any) or any other distributions on the [specify Underlying(s)].]

[The market price or value of the Securities at any time is expected to be affected by changes in the value of the Preference Shares to which the Securities are linked. The market price or value of the Securities could, in certain circumstances, be affected by fluctuations in the actual or anticipated rates of dividend (if any) or any other distributions on the Preference Shares.]

[Determinations of amounts payable under the Securities are made by reference to the arithmetic mean of the values or performances of [all]/[the selected] Basket Components. The Basket Components are given different weightings. The higher the weighting applicable to a particular Basket Component, the more Securityholders will be exposed to the value or performance of that Basket Component in comparison with the remaining Basket Components.]

[To be inserted if Inverse Floater Rate is applicable: [With respect to each Interest Period during which the Inverse Floater Rate is applicable,] [T/t]he market price or value of the Securities is linked to the positive or negative performance of the Floating Interest Rate. The amount of interest payable on the Securities is inversely related to the Floating Interest Rate. Any interest Securityholders may receive is based inversely on the level of the Floating Interest Rate because the Rate of Interest will be equal to the difference between the Fixed Interest Rate ([●]%) and the Floating Interest Rate. If the Floating Interest Rate with respect to an Interest Period increases, the difference between the Fixed Interest Rate ([●]%) and the Floating Interest Rate will decrease and the interest Securityholders will earn, if any, with respect to such Interest Period will decrease and could be zero.]

(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation)

[[Specify name of Proprietary Index], is a Proprietary Index.]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].*

6. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

SEDOL: [[●]/Not Applicable]

CFI: [[●]/[See]/[[●], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable]

(Where known, the CFI code should be specified together with the reference to the website of ANNA as the code is dynamic and subject to change)

FISN: [[●]/[See]/[[●], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable]

(Where known, the FISN code should be specified together with the reference to the website of ANNA as the code is dynamic and subject to change)

Any clearing system(s) other than Euroclear France/Euroclear Bank S.A./N.V. and Clearstream Banking *société anonyme* and the relevant identification number(s): [Not Applicable]/[give [name(s)], [addresses of the clearing system(s)], [relevant identification number(s)]]

[Nordic Securities, specify relevant NCSD and Nordic Issuing Agent.

Danish Securities: Danish CSD, VP Securities A/S, trading as Euronext Securities Copenhagen, Nicolai Eigtveds Gade 8, DK-1402 Copenhagen, Denmark

Finnish Securities: Finnish CSD: Euroclear Finland Oy, Itämerenkatu 25, FI-00180 Helsinki, Finland (Postal address: Box 1110, FI-00101 Helsinki, Finland)

Norwegian Securities: Norwegian CSD: Euronext Securities Oslo, Tollbugata 2, 0152 Oslo, Norway (Postal address: P.O. Box 1174, Sentrum, 0107 Oslo, Norway)

Swedish Securities: Swedish CSD: Euroclear Sweden AB, Klarabergsviadukten 63, Box 191, SE 101 23, Stockholm, Sweden

Nordic Issuing Agent: [●],[●] [give relevant name and address]

[Japan Securities Depository Center, Inc. *[insert address]*]
[other relevant clearing system, as applicable]: ☐, ☐
[give relevant name and address]

Delivery: Delivery *[against/free of]* payment

Names and addresses of initial Paying Agent(s): ☐

Names and addresses of additional Paying Agent(s) (if any): ☐

Name of the Calculation Agent / Determination Agent: ☐/[Morgan Stanley & Co. International plc]

Intended to be held in a manner which would allow Eurosystem eligibility: ☐[Yes]☐[No]

[Note that the designation "yes" simply means that the Securities are intended upon issue to be deposited with one of the ICSDs¹²⁵ as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper]¹²⁶ *[include this text for Registered Securities which are to be held under the NSS]* and does not necessarily mean that the Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][*include this text if "yes" selected*]

[Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Securities are capable of meeting them the Securities may then be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for Registered Securities]*. Note that this does not necessarily mean that the Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.][*include this text if "no" selected*]

[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment: ☐]¹²⁷

¹²⁵ International Central Securities Depositories.

¹²⁶ To be included for Registered Securities

¹²⁷ Delete for Securities which are not offered to retail investors or which are offered to retail investors but are not admitted to trading on a regulated market.

7. **TERMS AND CONDITIONS OF THE OFFER**¹²⁸

Offer Price:	[Issue Price] [<i>specify</i>]
Conditions to which the offer is subject:	[Not Applicable/Offers of the Securities are conditional upon their issue/ <i>give details</i>] <i>(Example: Offers of the Securities are conditional upon their issue. The Issuer has the right to withdraw the offering of the Securities and cancel the issuance of the Securities prior to the end of the subscription period for any reason. Reasons for the cancellation of the offer include, in particular: (i) adverse market conditions, as determined by the Issuer in its reasonable discretion (such as, for example, increased equity market volatility and increased currency exchange rate volatility), (ii) that the number of applications received at that time is [insufficient, in the Issuer's opinion, to make an economically viable issuance]/[less than [●]], or (iii) if any application has been or is expected to be made in respect of the Securities for admission to trading on EuroTLX and the Issuer determines such application may not be granted, it will withdraw the offer, the offer will be deemed to be null and void and the relevant Securities will not be issued.)</i>
Description of the application process:	[Not Applicable/ <i>give details</i>]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/ <i>give details</i>]
Details of the minimum and/or maximum amount of application:	[Not Applicable/ <i>give details</i>]
Details of the method and time limit for paying up and delivering the Securities:	[Not Applicable/The Securities will be issued on the Issue Date against payment to the Issuer of the net subscription moneys]/[<i>give details</i>]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/ <i>give details</i>]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/ <i>give details</i>]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/ <i>give details</i>]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable]/[Estimated expenses charged to the investor by the relevant Issuer or the offeror are [●]]./[No expenses will be charged by the Issuer to the investor, however a subscription charge of up to [<i>specify amount</i>] may be charged by the Authorised Offeror]/[Not applicable. There are no

¹²⁸

Note that this item only relates to non-exempt offers to the public.

- estimated expenses charged to the investor by the Issuer [or the Authorised Offeror]/[give details]
- Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place. [None/give details]
8. **PLACING AND UNDERWRITING**
- Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the issuer or to the offeror, of the placers in the various countries where the offer takes place: [●]
- Name and address of any paying agents and depository agents in each country: [●]
- Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" agreements. Where not all of the issue is underwritten, a statement of the portion not covered: [●]
9. **OTHER MARKETS**
- All the regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of securities to be offered or admitted to trading are already admitted to trading: [[●]/None]/[Not Applicable]
10. **Potential Section 871(m) Transaction** [Not Applicable]/[The Issuer has determined that the Securities should not be subject to withholding under Section 871(m) of the Code[, and hereby instructs its agents and withholding agents that no such withholding is required, unless such agent or withholding agent knows or has reason to know otherwise.]/[The Issuer has determined that the Securities should not be subject to withholding under Section 871(m) of the Code because the Relevant Underlying is a "qualified index" under the applicable U.S. Treasury Regulations[, and hereby instructs its agents and withholding agents that no such withholding is required, unless such agent or withholding agent knows or has reason to know otherwise.]/[The Securities are U.S. equity-linked Securities subject to withholding under Section 871(m) of the Code.] [For further information please [call [●]]/[visit our website at [●]]/[write to [●]].]
11. **Prohibition of Sales to EEA Retail Investors:** [Applicable]/[Not Applicable]
- [If the Securities do not constitute "packaged" products, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no "key information*

- document" will be prepared, "Applicable" should be specified]*
12. **Prohibition of Sales to UK Retail Investors:** [Applicable]/[Not Applicable]
[If the Securities do not constitute "packaged" products, "Not Applicable" should be specified. If the Securities may constitute "packaged" products and no "key information document" will be prepared, "Applicable" should be specified]
13. **Prohibition of Offer to Private Clients in Switzerland:** [Applicable]/[Not Applicable]
14. **Swiss withdrawal right pursuant to Article 63(5) of the Swiss Financial Services Ordinance:** [Applicable: If an obligation to prepare a supplement to the Base Prospectus pursuant to Article 56(1) FinSA is triggered during the Swiss Offer Period, subscriptions / purchase orders may be withdrawn within two days of publication of the supplement]/[Not Applicable]
(Specify as applicable in case of a Swiss public offer where a withdrawal right pursuant to Article 63 of the Swiss Financial Services Ordinance is granted)
15. **Prohibition of Sales to Consumers in Belgium:** [Applicable]/[Not Applicable]
16. **Chinese Military-Industrial Complex Company (CMIC) Restriction:** [Applicable]/[Not Applicable]
17. **Details of benchmarks administrators and registration under the EU Benchmark Regulation:** [Not Applicable] [with respect to *[specify out of scope benchmark(s)]*] (Include "Not Applicable" if, as far as the Issuer is aware, the Final Terms do not reference one or more benchmark(s) in the scope of the EU Benchmark Regulation. Note from 1 January 2026, the scope of the EU Benchmark Regulation has been narrowed and only critical benchmarks, significant benchmarks, EU Paris-Aligned Benchmarks, EU Climate Transition Benchmarks and commodity benchmarks subject to Annex II of the EU Benchmark Regulation will be in scope)]
[[specify benchmark]¹²⁹ is administered by [insert legal name of administrator] (the "Administrator"), who as at the date of these Final Terms, appears on the register [(the "Register")] of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (as amended[, (the "EU Benchmark Regulation")].)[[specify benchmark] is administered by [insert legal name of administrator], who as at the date of these Final Terms, does not appear on the register [(the "Register")] of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (as amended[, (the "EU Benchmark Regulation")]) [and as at the date of these

¹²⁹ An appropriate reference to the relevant benchmark should be included here pursuant to the type of Security.

Final Terms, no public notice has been included in the Register with respect to *[specify benchmark]*¹³⁰.]

[As far as the Issuer is aware *[insert legal name of the administrator]* is not required to be included in the Register by virtue of Article 2 of the EU Benchmark Regulation.][As far as the Issuer is aware, the transitional provisions in the EU Benchmark Regulation apply, such that *[insert legal name of administrator]* is not currently required to be included in the Register as recognised, endorsed or equivalent]¹³¹

*(repeat as appropriate)*¹³²

18. **Index Disclaimer**

[If applicable in the case of Securities referencing an index, include any relevant index disclaimer]

¹³⁰ Include from 1 January 2026 for a significant benchmark– ensure the Register is checked for public notices.

¹³¹ The transitional provisions in the EU Benchmark Regulation apply to an EU Paris-aligned Benchmark, EU Climate Transition Benchmark or commodity benchmark subject to Annex II provided by an administrator located in a third country, provided that such administrator has applied for recognition or endorsement by 31 December 2025 and such application has not been refused by ESMA.

¹³² To the extent the Issue Terms apply to multiple benchmarks, repeat as appropriate.

SCHEDULE 1

(ADDITIONAL PROVISIONS FOR DETERMINATION OF FIXED INTEREST RATE)

- (a) Fixed Interest Rate: ☐ per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (*specify*)] in arrear]/

[OR]

Interest Period	Fixed Interest Rate
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] ☐ to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] ☐ [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (<i>repeat as required</i>)	☐ per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (<i>specify</i>)] in arrear] (<i>repeat as required</i>)

[OR]

(for Swedish Securities, specify the following)

Interest Period	Fixed Interest Rate
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] ☐ to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] ☐ [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] (<i>repeat as required</i>)	☐ per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other (<i>specify</i>)] in arrear] (<i>repeat as required</i>)

- (b) Fixed Coupon Amount(s): ☐ per Calculation Amount/[Not Applicable]

[OR]

Interest Period	Fixed Coupon Amount
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] ☐ to (but excluding) the Interest	☐ per Calculation Amount/[Not Applicable] (<i>repeat as required</i>)

Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] <i>(repeat as required)</i>	

[OR]

(for Swedish Securities, specify the following)

Interest Period	Fixed Coupon Amount
From (but excluding) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (and including) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] <i>(repeat as required)</i>	[●] per Calculation Amount/[Not Applicable] <i>(repeat as required)</i>

(c) Broken Amount(s):

[[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]/[Not Applicable]

[OR]

Interest Payment Date(s)	Broken Amount
[●] <i>(repeat as required)</i>	[●] per Calculation Amount/[Not Applicable] <i>(repeat as required)</i>

(d) Day Count Fraction:

[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

SCHEDULE 2

(ADDITIONAL PROVISIONS FOR DETERMINATION OF FLOATING INTEREST RATE)

- (a) Screen Rate Determination: [Applicable]/[Not Applicable] *(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- Reference Rate: [●]
 - Provisions specific to SOFR as Reference Rate - SOFR Benchmark (General Condition 6.8): [Not Applicable]
 [SOFR Compound with Lookback
 Lookback Days: [●] U.S. Government Securities Business Days]
 [SOFR Compound with Observation Period Shift
 Observation Shift Days: [●] U.S. Government Securities Business Days]
 [SOFR Compound with Payment Delay
 [Interest Payment Delay: [●] U.S. Government Securities Business Days]]
 [SOFR Index Average
 SOFR Index_{Start}: [●] U.S. Government Securities Business Days preceding the first date of the relevant Interest Period
 SOFR Index_{End}: [●] U.S. Government Securities Business Days preceding the Interest Period End Date relating to the relevant Interest Period
 Observation Shift Days: [●] U.S. Government Securities Business Days]
 - Provisions specific to SONIA as Reference Rate – SONIA Benchmark (General Condition 6.9): [Not Applicable]
 [SONIA Compound with Lookback
 Lookback Days: [●] London Banking Days]
 [SONIA Compound with Observation Period Shift
 Observation Shift Days: [●] London Banking Days]
 [SONIA Compound with Payment Delay
 [SONIA Rate Cut-Off Date: [●] London Banking Days]
 [Interest Payment Delay: [●] London Banking Days]]
 [SONIA Index Average
 Relevant Number: [●]

- Provisions specific to €STR as Reference Rate – €STR Benchmark (General Condition 6.10):

[Observation Shift Days: ☐ London Banking Days]]

[€STR Compound with Lookback

Lookback Days: ☐ TARGET Settlement Days]

[€STR Compound with Observation Period Shift

Observation Shift Days: ☐ TARGET Settlement Days]

[€STR Compound with Payment Delay

[€STR Rate Cut-Off Date: ☐ TARGET Settlement Days]

[Interest Payment Delay: ☐ TARGET Settlement Days]]

[€STR Index Average

Relevant Number: ☐

[Observation Shift Days: ☐ TARGET Settlement Days]]
- Provisions specific to SARON as Reference Rate – SARON Benchmark (General Condition 6.11):

[SARON Compound with Lookback

Lookback Days: ☐ Zurich Banking Days]

[SARON Compound with Observation Period Shift

Observation Shift Days: ☐ Zurich Banking Days]

[SARON Compound with Payment Delay

[SARON Rate Cut-Off Date: ☐ Zurich Banking Days]

[Interest Payment Delay: ☐ Zurich Banking Days]]

[SAION Index Average

Relevant Number: ☐

[Observation Shift Days: ☐ Zurich Banking Days]]
- Provisions specific to TONA as Reference Rate – TONA Benchmark (General Condition 6.12):

[TONA Compound with Lookback

Lookback Days: ☐ Tokyo Banking Days]

[TONA Compound with Observation Period Shift

Observation Shift Days: ☐ Tokyo Banking Days]

[TONA Compound with Payment Delay

[TONA Rate Cut-Off Date: ☐ Tokyo Banking Days]

[Interest Payment Delay: ☐ Tokyo Banking Days]]

[TONA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Tokyo Banking Days]]

- Designated Maturity: [●]/[Not Applicable]
- Interest Determination Date(s): [Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second TARGET Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]
- Relevant Screen Page: [●]
- Margin: [[+/-][●] per cent. per annum]/[As specified in the Rate Table below]
- Interest Participation Rate: [●]/[As specified in the Rate Table below]

- [Rate Table:]

Rate Table		
Interest Payment Date(s)	Margin	Interest Participation Rate
[●] <i>(repeat as required)</i>	[[+/-][●] per cent. per annum] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>

- Minimum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
- Maximum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] *(insert website address)*, provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

(b) ISDA Determination: [Applicable]/[Not Applicable] *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*

- Floating Rate Option: [●]
- Designated Maturity: [●]/[Not Applicable] *(Only applicable where the Floating Rate Option is not an overnight rate)*
- Fixing Day: [●]
- Reset Date: [●]

- Overnight Floating Rate Option: [Applicable]/[Not Applicable]
- Index Floating Rate Option: [Applicable]/[Not Applicable]
- Overnight Rate Compounding Method: [Not Applicable] (*Specify as Not Applicable if Averaging applies*)

[OIS Compounding]

[Daily Capped Rate and/or Daily Floored Rate:
[Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]

[Compounding with Lookback]

[Lookback: [●] Applicable Business Days]

[Daily Capped Rate and/or Daily Floored Rate:
[Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]

[Compounding with Observation Period Shift]

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period
Shift Business Days]

[Observation Period Shift Additional Business
Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate:
[Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]

[Compounding with Lockout]

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable
Business Days]]

[Daily Capped Rate and/or Daily Floored Rate:
[Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]

[Applicable, as per the Floating Rate Matrix (as defined in the
ISDA Definitions)]

- Overnight Rate Averaging Method: [Not Applicable] (*Specify as Not Applicable if Compounding applies*)
 - [Overnight Averaging]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: [●]]
 - [Daily Floored Rate: [●]]
 - [Averaging with Lookback]
 - [Lookback: [●] Applicable Business Days]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: [●]]
 - [Daily Floored Rate: [●]]
 - [Averaging with Observation Period Shift]
 - Set-in-Advance: [Applicable]/[Not Applicable]
 - [Observation Period Shift: [●] Observation Period Shift Business Days]
 - [Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: [●]]
 - [Daily Floored Rate: [●]]
 - [Averaging with Lockout]
 - [Lockout: [●] Lockout Period Business Days]
 - [Lockout Period Business Days: [●]/[Applicable Business Days]]
 - [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]
 - [Daily Capped Rate: [●]]
 - [Daily Floored Rate: [●]]
 - [Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]
- Index Method: [Not Applicable]
 - [Standard Index Method]
 - [Compounded Index Method]

[Compounded Index Method with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

- Delayed Payment: [Applicable, with the specified number of days being [●] Business Days]/[Not Applicable]
- [2021 ISDA Definitions Linear Interpolation [Applicable]/[Not Applicable]]
- [Unscheduled Holiday: [Applicable]/[Not Applicable]]
- [Period End Date/Termination Date adjustment for Unscheduled Holiday: [Applicable]/[Not Applicable]]
- [Non-Representative: [Applicable]/[Not Applicable]]
- [Successor Benchmark: [●]

Successor Benchmark Effective Date: [●]]

- [TEC10 Adjustment: [Applicable]/[Not Applicable]]
(Only include where the TEC10 is the underlying)
- If ISDA Determination applies, ISDA Bespoke Fallbacks to apply in priority to other fallbacks in General Condition 6.20: [Yes]/[No]

- Margin: [[+/-][●] per cent. per annum]/[As specified in the Rate Table below]
- Interest Participation Rate: [●]/[As specified in the Rate Table below]

- [Rate Table:]

Rate Table		
Interest Payment Date(s)	Margin	Interest Participation Rate
[●] (repeat as required)	[[+/-][●] per cent. per annum] (repeat as required)	[●] (repeat as required)

- Minimum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (insert

			<i>website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
•	Maximum Rate of Interest:		[[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] (<i>insert website address</i>), provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]
(c)	CMS Rate Determination:		[Applicable]/[Not Applicable] (<i>if Not Applicable, delete the remaining sub-paragraphs of this paragraph</i>)
•	CMS Interest Rate:		[Single CMS Rate] [Spread CMS Rate]
			[CMS Reference Rate [1]] (<i>If CMS Interest Rate is "Spread CMS Rate", insert this column and heading "CMS Reference Rate 1"</i>) [CMS Reference Rate 2] (<i>If CMS Interest Rate is "Spread CMS Rate", insert this column and heading "CMS Reference Rate 2"</i>)
•	Specified Swap Rate:		[the swap rate/ mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate] [the swap rate/ mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]
•	Reference Currency:		[●] [●]
•	Designated Maturity:		[●][month[s]/year[s]] [●][month[s]/year[s]]
•	Relevant Screen Page:		[●] [●]
•	Relevant Time:		[●] [●]
•	Interest Determination Date(s):		[Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second TARGET Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable] [Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second TARGET Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]
•	Fallback Determination:	Rate	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable] [Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable]
			Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable] Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable]
			Mid-Market Quotations: Applicable - to be applied Mid-Market Quotations: Applicable - to be applied

	first/second/third]/[Not Applicable]	first/second/third]/[Not Applicable]
	[Reference Banks: [●]]	[Reference Banks: [●]]
• Specified Fixed Leg (<i>for determination of Mid-Market Quotations if specified to be applicable</i>):	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]
• Fixed Leg Day Count Basis:	[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
• Floating Leg Day Count Basis:	[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
• Floating Leg Rate Option:	[●]	[●]
• Margin [1]: (<i>If CMS Interest Rate is "Spread CMS Rate", insert "Margin 1"</i>)	[●]/[As specified in the Rate Table below]	
• Margin 2:	[●]/[As specified in the Rate Table below] (<i>Specify "Margin 2" if CMS Interest Rate is "Spread CMS Rate", otherwise, delete this paragraph</i>)	
• Interest Participation Rate [1]: (<i>If CMS Interest Rate is "Spread CMS Rate", insert "Interest Participation Rate 1"</i>)	[●]/[As specified in the Rate Table below]	
• Interest Participation Rate 2:	[●]/[As specified in the Rate Table below] (<i>Specify "Interest Participation Rate 2" if CMS Interest Rate is "Spread CMS Rate", otherwise delete this paragraph</i>)	

- [Rate Table:]

Rate Table				
Interest Payment Date	[Margin [1]]	[Margin 2]	[Interest Participation Rate [1]]	[Interest Participation Rate 2]

	[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>	[●] <i>(repeat as required)</i>
• Minimum Rate of Interest:	[[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>(insert website address)</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]				
• Maximum Rate of Interest:	[[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Securityholders not more than 15 Business Days thereafter by publication on [●] <i>(insert website address)</i> , provided that such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]				
(d) Linear Interpolation: (General Condition 6.4)	[Applicable in respect of the Interest Period: <i>(repeat applicable Interest Periods)</i>]/ [Not Applicable]				
(e) Day Count Fraction:	[Actual/Actual ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]				
(f) Correction Cut-Off Time:	[●]/[As set out in the Conditions]/[Not Applicable] <i>(Specify per rate as required)</i>				

ISSUE-SPECIFIC SUMMARY OF THE SECURITIES

[Insert]

PRO FORMA PRICING SUPPLEMENT FOR SECURITIES

[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 (THE "EEA"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF:

- (A) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "**MIFID II**");
- (B) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 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
- (C) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION (EU) 2017/1129 (AS AMENDED, THE "**PROSPECTUS REGULATION**").

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.]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS:

THE SECURITIES ARE NOT INTENDED TO BE OFFERED, SOLD, DISTRIBUTED OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD, DISTRIBUTED OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE UNITED KINGDOM (THE "UK"). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS EITHER ONE (OR BOTH) OF THE FOLLOWING:

- (A) NOT A PROFESSIONAL CLIENT, AS DEFINED IN POINT (8) OF ARTICLE 2(1) OF REGULATION (EU) NO 600/2014 AS IT FORMS PART OF THE LAWS OF THE UNITED KINGDOM; OR
- (B) NOT A QUALIFIED INVESTOR AS DEFINED IN PARAGRAPH 15 OF SCHEDULE 1 TO THE PUBLIC OFFERS AND ADMISSIONS TO TRADING REGULATIONS 2024.

CONSEQUENTLY, NO DISCLOSURE DOCUMENT REQUIRED BY THE FCA PRODUCT DISCLOSURE SOURCEBOOK ("**DISC**") FOR OFFERING, SELLING OR DISTRIBUTING THE SECURITIES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE UK HAS BEEN OR WILL BE PREPARED AND THEREFORE OFFERING, SELLING OR DISTRIBUTING THE SECURITIES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE UK MAY BE UNLAWFUL UNDER DISC AND THE CONSUMER COMPOSITE INVESTMENTS (DESIGNATED ACTIVITIES) REGULATIONS 2024.]

[MIFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET:

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES HAS LED TO THE CONCLUSION THAT:

- (A) 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**")] [MIFID II]; AND

- (B) ALL CHANNELS FOR DISTRIBUTION OF THE SECURITIES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE.

ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE SECURITIES (A "**DISTRIBUTOR**") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER'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 TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.]

[UK MIFIR PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET:

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES HAS LED TO THE CONCLUSION THAT:

- (A) THE TARGET MARKET FOR THE SECURITIES IS ONLY ELIGIBLE COUNTERPARTIES, AS DEFINED IN THE FCA HANDBOOK CONDUCT OF BUSINESS SOURCEBOOK ("**COBS**"), AND PROFESSIONAL CLIENTS, AS DEFINED IN REGULATION (EU) NO 600/2014 AS IT FORMS PART OF THE LAWS OF THE UNITED KINGDOM ("**UK MIFIR**"); AND
- (B) ALL CHANNELS FOR DISTRIBUTION OF THE SECURITIES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE.

ANY [PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE SECURITIES (A "**DISTRIBUTOR**")]/[DISTRIBUTOR] SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO THE FCA HANDBOOK PRODUCT INTERVENTION AND PRODUCT GOVERNANCE SOURCEBOOK (THE "**UK MIFIR PRODUCT GOVERNANCE RULES**") IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE SECURITIES (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.]

[These Securities are Other Income Securities]¹³³

Pricing Supplement dated [●]

**[MORGAN STANLEY]/[MORGAN STANLEY & CO. INTERNATIONAL plc]/[MORGAN STANLEY
B.V.]/[MORGAN STANLEY FINANCE LLC]/[MORGAN STANLEY EUROPE SE]**

Legal Entity Identifier (LEI):

[IGJSJL3JD5P30I6NJZ34]¹³⁴/[4PQUHN3JPFQFNF3BB653]¹³⁵/[KG1FTTDCK4KNVM3OHB52]¹³⁶/[5493003
FCPSE9RKT4B56]¹³⁷/[54930056FWP7GIWYY08]¹³⁸

Issue of [[*Aggregate Nominal Amount*] [*Number of Units*] of *Tranche*] [*Title of Securities*]

[Guaranteed by Morgan Stanley]

under the Regulation S Program for the Issuance of Notes and Certificates, Series A and Series B, and Warrants

PART A – CONTRACTUAL TERMS

This document constitutes a Pricing Supplement relating to the issue of Securities described herein.

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 10 July 2026 [and the supplement[s] dated [●],[●] ... [●]] to the Base Prospectus] which [together] constitute[s] a base prospectus (the "**Base Prospectus**"). This document must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. [However, a summary of the Issue is annexed to this Pricing Supplement.]¹³⁹ Copies of the Base Prospectus [, any supplement(s) thereto] and this Pricing Supplement are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA [and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>].

This Pricing Supplement does not constitute final terms for the purposes of Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The Issuer is not offering the Securities in any jurisdiction in circumstances which would require a prospectus pursuant to the Prospectus Regulation. Nor is any person authorised to make such an offer of the Securities on behalf of the Issuer nor any [Dealer] in any jurisdiction. In addition, no application has been made (nor is it proposed that any application will be made) for listing the Securities on a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as may be amended or replaced from time to time).

[Information Concerning Investment Risk

[●]

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the Security (or a financial institution holding the Security on behalf of the beneficial owner) furnishes the appropriate Form W-8, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the Securities will be made net of applicable withholdings taxes, and Morgan Stanley Finance LLC will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld.

¹³³ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are classified as Other Income Securities.

¹³⁴ Insert if Morgan Stanley is the Issuer.

¹³⁵ Insert if Morgan Stanley & Co. International plc is the Issuer.

¹³⁶ Insert if Morgan Stanley B.V. is the Issuer.

¹³⁷ Insert if Morgan Stanley Finance LLC is the Issuer.

¹³⁸ Insert if Morgan Stanley Europe SE is the Issuer.

¹³⁹ Insert if Securities are (i) Certificates or (ii) Notes with denominations lower than EUR 100,000.

As described in "*United States Federal Taxation*" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA or Section 871(m) of the Internal Revenue Code (in some cases, even if the applicable IRS Form mentioned above is provided).]¹⁴⁰

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the Security (or a financial institution holding the Security on behalf of the beneficial owner) furnishes the appropriate Form W-8 BEN, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person and that it is eligible for treaty benefits under an "other income" provision of a US income tax treaty. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the Securities will be made net of applicable withholding taxes, and Morgan Stanley Finance LLC will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld. As described in "*United States Federal Taxation*" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA or Section 871(m) of the Internal Revenue Code (in some cases, even if the applicable IRS Form mentioned above is provided).]^{141]}

(If the Securities reference a Proprietary Index then consideration should be given as to whether with any additional disclosure or risk factors are required to be included (or cross-referred to) in the Pricing Supplement.)/

[(Include whichever of paragraphs 1 to 54 of Part A, the sections titled "United States Taxation", "Potential Section 871(m) Transaction", "Third Party Information" and paragraphs 1 to 6 and 10 to 13 of Part B of the "Pro Forma Final Terms for Securities" apply or specify as "Not Applicable". Note that the numbering should remain as set out therein, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement)]

¹⁴⁰ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are not classified as "other income" Securities.

¹⁴¹ Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are classified as "other income" Securities.

ISSUE TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression "necessary information" means, in relation to any Tranche of Securities, the information with regard to the Issuer and the Securities, which according to the particular nature and circumstances of the Issuer and the type of Securities, is material to investors for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and, if applicable, the Guarantor and of the rights attaching to the Securities and the reasons for the issuance and its impact on the Issuer. In relation to the different types of Securities which may be issued under the Program, the Issuer and the Guarantor have included in this Base Prospectus all of the necessary information except for information relating to the Securities which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Securities.

Any information relating to the Securities which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Securities will be contained in the relevant Issue Terms.

For a Tranche of Securities which is the subject of Issue Terms, those Issue Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Securities which is the subject of Issue Terms are the Conditions described in the relevant Issue Terms as completed to the extent described in the relevant Issue Terms.

The terms and conditions applicable to any particular Tranche of Securities which is the subject of a Drawdown Prospectus will be the Conditions as completed, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Securities which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Issue Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the Guarantor and the relevant Securities or (2) by a Registration Document containing the necessary information relating to the Issuer and the Guarantor, a securities note (the "**Securities Note**") containing the necessary information relating to the relevant Securities and, if necessary, a summary note.

FORMS OF SECURITIES

Morgan Stanley, MSI plc, MSBV, MSFL and MSESE may issue Securities in registered form ("**Registered Securities**"). Registered Securities may be in either individual certificate form or global certificate form. In addition (i) MSBV, MSI plc and MSESE may also issue Securities in dematerialised and uncertificated book-entry form with a Nordic central securities depository ("**Nordic Securities**"), and (ii) MSBV, MSI plc and MSESE may also issue Securities in uncertificated registered form ("**Uncertificated Securities**").

Registered Securities

Registered Securities will be in the form of either individual Security Certificates in registered form ("**Individual Security Certificates**") or a global Security in registered form (a "**Global Security Certificate**"), in each case as specified in the relevant Issue Terms. Each Global Security Certificate will either be: (a) in the case of a Registered Security which is not to be held under the New Safekeeping Structure (defined below), registered in the name of a common depository (or its nominee) for the Relevant Clearing System and the relevant Global Security Certificate will be deposited on or about the issue date with the common depository and will be exchangeable in accordance with its terms; or (b) in the case of a Registered Security to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), be registered in the name of a common safekeeper (or its nominee) for the Relevant Clearing System and the relevant Global Security Certificate will be deposited on or about the issue date with the common safekeeper for the Relevant Clearing System and will be exchangeable for Individual Security Certificates in accordance with its terms.

If the relevant Issue Terms specify the form of Securities as being "Individual Security Certificates", then the Securities will at all times be in the form of Individual Security Certificates issued to each Securityholder in respect of their respective holdings.

If the relevant Issue Terms specify the form of Registered Securities as being "**Global Security Certificate exchangeable for Individual Security Certificates**", then the Securities will initially be in the form of a Global Security Certificate which will be exchangeable in whole, but not in part, for Individual Security Certificates:

- (a) on the expiry of such period of notice as may be specified in the relevant Issue Terms; or
- (b) at any time, if so specified in the relevant Issue Terms; or
- (c) if the relevant Issue Terms specify "in the limited circumstances described in the Global Security Certificate", then if (a) the 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 (b) any of the circumstances described in Condition 22 (*Events of Default*) occurs.

Whenever the Global Security Certificate is to be exchanged for Individual Security Certificates, the Issuer shall procure that Individual Security Certificates will be issued (i) in an aggregate principal amount equal to the principal amount of the Global Security Certificate (in the case of Notes) or (ii) for an aggregate number of Securities equal to the number of Securities represented by the Global Security Certificate (in the case of Certificates) within five business days of the delivery, by or on behalf of the registered holder of the Global Security Certificate to the Registrar of such information as is required to complete and deliver such Individual Security Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Security Certificates are to be registered and the principal amount (in the case of Notes) or the number of Securities (in the case of Certificates) of each such person's holding) against the surrender of the Global Security Certificate at the specified office of the Registrar.

Such exchange will be effected in accordance with the provisions of the Issue and Paying Agency Agreement and the regulations concerning the transfer and registration of Securities scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

Terms and Conditions applicable to the Registered Securities

The terms and conditions applicable to any Individual Security Certificate will be endorsed on that Individual Security Certificate and will consist of the terms and conditions set out under "*Terms and Conditions of the Securities*" above and the provisions of the relevant Issue Terms which complete those terms and conditions. The

terms and conditions applicable to any Global Security Certificate that represents a Security will differ from those terms and conditions which would apply to the Security were it in individual form to the extent described under "Summary of Provisions relating to the Securities while in Global Form" below.

Nordic Securities

Securities issued by MSBV, MSI plc or MSESE and designated as "Finnish Securities" or "Swedish Securities" in the applicable Issue Terms and Securities issued by MSBV or MSI plc and designated as "Danish Securities" or "Norwegian Securities" in the applicable Issue Terms will be issued in uncertificated and dematerialised book-entry form in accordance with the Danish or, as applicable, Finnish or, as applicable, Norwegian, or, as applicable, Swedish legislation and all other applicable local laws, regulations and operating procedures applicable to and/or issued by the Danish or, as applicable, Finnish or, as applicable, Norwegian or, as applicable, Swedish central securities depository from time to time (the "**NCSD Rules**") designated as registrar for the Nordic Securities in the relevant Issue Terms (the "**NCSD**"). Payments of principal, interest (if any) or any other amounts on any Nordic Security will be made through the relevant NCSD in accordance with the NCSD Rules. For the avoidance of doubt, with respect to Norwegian Securities, the registration and transfer of the Norwegian Securities in the Norwegian CSD for the registration of financial instruments shall be governed by, and shall be construed in accordance with, Norwegian law.

Uncertificated Securities

Uncertificated Securities will be held in uncertificated form in accordance with the Uncertificated Securities Regulations 2001, including any modification or re-enactment thereof for the time being in force (the "**Regulations**"). The Uncertificated Securities are participating securities for the purposes of the Regulations. Title to the Uncertificated Securities is recorded on the relevant Operator register of eligible debt securities (as defined in the Regulations) and the relevant "**Operator**" (as such term is used in the Regulations) in Euroclear UK & International Limited or any additional or alternative operator from time to time approved by the Issuer and the Registrar and in accordance with the Regulations. Securities in definitive registered form will not be issued (either upon issue or in exchange for Uncertificated Securities).

The Euroclear Registrar will make all payments in respect of Uncertificated Securities.

French Law Securities

Securities issued by Morgan Stanley, MSI plc, MSBV, MSFL and MSESE and designated as "French Law Securities" in the applicable Issue Terms will be issued in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Securityholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent acting on behalf of the Issuer.

Eurosystem Eligibility

Registered Securities in global form which are to be held under the New Safekeeping Structure may be issued with the intention that such Securities be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. However, there is no guarantee that such Securities will be recognised as eligible collateral. Any other Securities are not intended to be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem.

SUMMARY OF PROVISIONS RELATING TO THE SECURITIES WHILE IN GLOBAL FORM

Clearing System Accountholders

In relation to any Registered Securities (or any Tranche thereof) represented by a Global Security Certificate and subject as provided in the Issue and Paying Agency Agreement, references in the "*Terms and Conditions of the Securities*" above to "**Securityholder**" are references to the person in whose name such Global Security Certificate is for the time being registered in the Register which, for so long as the Global Security Certificate is held by or on behalf of a depositary or a common depositary for the Relevant Clearing System, will be that depositary or common depositary or a nominee for that depositary or common depositary.

Each of the persons shown in the records of the Relevant Clearing System as being entitled to an interest in a Global Security Certificate (each an "**Accountholder**") must look solely to the Relevant Clearing System (as the case may be) for such Accountholder's share of each payment made by the relevant Issuer to the holder of such Global Security Certificate and in relation to all other rights arising under such Global Security Certificate, including any right to exchange any exchangeable Securities or any right to require the relevant Issuer to repurchase such Securities. The respective rules and procedures of the Relevant Clearing System from time to time will determine the extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Security Certificate and the timing requirements for meeting any deadlines for the exercise of those rights. For so long as the relevant Securities are represented by a Global Security Certificate, 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 holder of such Global Security Certificate.

Exchange of Global Security Certificates

Whenever a Global Security Certificate is to be exchanged for Individual Security Certificates, the Issuer shall procure that Individual Security Certificates will be issued (i) in an aggregate principal amount equal to the principal amount of the Global Security Certificate (in the case of Notes) or (ii) for an aggregate number of Securities equal to the number of Securities represented by the Global Security Certificate (in the case of Certificates) within five business days of the delivery, by or on behalf of the holder of the Global Security Certificate to the Registrar of such information as is required to complete and deliver such Individual Security Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Security Certificates are to be registered and the principal amount (in the case of Notes) or number of Securities (in the case of Certificates) of each such person's holding) against the surrender of the Global Security Certificate at the specified office of the Registrar. Such exchange will be effected in accordance with the provisions of the Issue and Paying Agency Agreement and the regulations concerning the transfer and registration of Securities scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If:

- (a) Individual Security Certificates have not been delivered by 5.00 p.m. (London time) on the thirtieth day after they are due to be issued and delivered in accordance with the terms of the Global Security Certificate; or
- (b) any of the Securities represented by a Global Security Certificate (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 redemption of the Securities has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the holder of the Global Security Certificate in accordance with the terms of the Global Security Certificate on the due date for payment,

then at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) each Accountholder shall acquire the right under the Morgan Stanley Deed of Covenant, the MSI plc Deed of Covenant, the MSBV Deed of Covenant, the MSFL Deed of Covenant and the MSESE Deed of Covenant (the "**Deeds of Covenant**"), as the case may be, or any Additional Deed of Covenant to enforce against the Issuer, the Issuer's obligations to the Securityholder in respect of the Securities represented by the Global Security Certificate, including the obligation of the Issuer to make all payments and

deliveries when due at any time in respect of such Securities as if such Securities had been duly presented and (where required by the Conditions) surrendered on the due date in accordance with the Conditions. Each Accountholder shall acquire such right without prejudice to any other rights which the Securityholder may have under the Global Security Certificate and the Deeds of Covenant. Notwithstanding the rights that each Accountholder may acquire under the Deeds of Covenant, payment or delivery to the Securityholder in respect of any Securities represented by the Global Security Certificate shall constitute a discharge of the Issuer's obligations to the extent of any such payment or delivery and nothing in the Deed of Covenant shall oblige the Issuer to make any payment or delivery under the Securities to or to the order of any person other than the Securityholder.

Conditions Applicable to Global Securities

Each Global Security Certificate will contain provisions which modify the terms and conditions set out in "*Terms and Conditions of the Securities*" as they apply to the Global Security Certificate. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Security Certificate, which, according to the Terms and Conditions of the Securities, require presentation and/or surrender of a Security Certificate 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 Certificate at the Specified Office 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.

Exercise of Put Option: In order to exercise the Securityholder's put option set out in Condition 16.8 (*Redemption at the Option of Securityholders*) of the Terms and Conditions of the Securities, the holder of a Global Security Certificate must, within the period specified therein for the deposit of the relevant Security and put notice, give written notice of such exercise to the Fiscal Agent and/or such other person as is specified in the relevant Issue Terms specifying the principal amount (in the case of Notes) or number (in the case of Certificates) of Securities in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

Partial Exercise of Call Option: In connection with an exercise of the option contained in Condition 16.5 (*Redemption at the Option of the Issuer*) of the Terms and Conditions of the Securities in relation to some but not all of the Securities, the Global Security Certificate may be redeemed in part in the principal amount (in the case of Notes) or number of Securities (in the case of Certificates) specified by the Issuer in accordance with the Conditions and the Securities to be redeemed will not be selected as provided in the Conditions but in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg as either a pool factor or a reduction in principal amount (in the case of Notes) or number of Securities (in the case of Certificates), at their discretion).

Notices: Notwithstanding Condition 29 (*Notices*) of the Terms and Conditions of the Securities while all the Securities are represented by a Global Security Certificate and the Global Security Certificate is deposited with a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, 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 29 (*Notices*) of the Terms and Conditions of the Securities, on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system. In addition, for so long as the Securities are listed on any stock exchange or are admitted to trading by another relevant authority, any notice to Securityholders shall be published in accordance with the rules and regulations of each such stock exchange or other relevant authority.

Payment Business Day: Notwithstanding Condition 2 (*Interpretation*), the definition of "Payment Business Day" in relation to any Global Security Certificate shall be as follows:

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Business Centre;
- (ii) if the currency of payment is CNY, any day on which banks and foreign exchange markets are open for business and settlement of CNY payments in the Relevant Financial Centre, the place of payment and each (if any) Additional Business Centre; or

- (iii) in any other case, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Business Centre.

Registered Securities

Notwithstanding Condition 17 (*Payments - Registered Securities*), each payment in respect of any Global Security Certificate shall be made to the person shown in the Register as the registered holder of the Securities represented by such Global Security Certificate at the close of business (in the relevant clearing system) on the Clearing System Business Day before the due date for such payment (the "**Record Date**") where the "**Clearing System Business Day**" means a day on which each clearing system for which the Global Security Certificate is being held is open for business.

DESCRIPTION OF SIENNA FINANCE UK LIMITED AND THE SIENNA FINANCE UK LIMITED PREFERENCE SHARES

Preference-Share Linked Securities may be issued under the Program, where the Preference Shares are preference shares issued by Sienna Finance UK Limited ("Sienna UK"). Set out below is a description of Sienna UK. References in this section to the "Preference Shares" shall be a reference to preference shares issued by Sienna UK which are specified as being the "Preference Shares" in the applicable Issue Terms relating to the relevant Preference-Share Linked Securities.

Sienna Finance UK Limited

Sienna UK is a private company limited by shares and was incorporated under the Companies Act 2006 on 18 February 2010 (with registered number 07162508). Sienna UK is governed by the laws of England and Wales and has its registered office at 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom.

The sole business activity of Sienna UK is to issue redeemable preference shares. Accordingly, Sienna UK does not have any trading assets and does not generate any significant net income.

A copy of Sienna UK's constitutional documents, its non-audited, non-consolidated annual financial statements, when published, and the Terms of the Preference Shares (as defined below) are available (free of charge) from the registered office of Sienna UK.

The Preference Shares

Sienna UK will from time to time issue tranches of 100 redeemable preference shares with a par value of £0.01 each. The preference shares will be issued fully paid to CSC Corporate Services (London) Limited and at a premium of £0.99, for total consideration of £1.00 each.

Sienna UK may issue redeemable preference shares of any kind (the "**Preference Shares**"), including but not limited to preference shares linked to a specified index or basket of indices, share or basket of shares, currency or basket of currencies, fund unit or share or basket of fund units or shares or to such other underlying instruments, bases of reference or factors (the "**Preference Share Underlying**") and on such terms as may be determined by Sienna UK and specified in the applicable Specific Terms and Conditions of the relevant series of preference shares (the "**Terms of the Preference Shares**").

The Terms of the Preference Shares also provide that Sienna UK may redeem the Preference Shares early if:

- (a) the calculation agent in respect of the Preference Shares (the "**Preference Shares Calculation Agent**") determines that for reasons beyond Sienna UK's control, the performance of its obligations under the Preference Shares has become illegal or impractical in whole or in part for any reason; or
- (b) any event occurs in respect of which the provisions of the Terms of the Preference Shares relating to any adjustment, delay, modification, cancellation or determination in relation to the Preference Share Underlying, the valuation procedure for the Preference Share Underlying or the Preference Shares provide that the Preference Shares may be redeemed or cancelled; or
- (c) a change in applicable law or regulation occurs that in the determination of the Preference Share Calculation Agent results, or will result, by reason of the Preference Shares being outstanding, in Sienna UK being required to be regulated by any additional regulatory authority, or being subject to any additional legal requirement or regulation or tax considered by Sienna UK to be onerous to it; or
- (d) Sienna UK is notified that the Securities have become subject to early redemption.

The performance of the Preference Shares depends on the performance of the Preference Share Underlying to which the Preference Shares are linked. In determining the value of the Preference Shares, the Determination Agent shall employ the calculation procedure and methodology set out in the applicable Terms of the Preference Shares.

BENEFIT PLAN INVESTORS

The Securities may not be acquired or held by, or acquired with the assets of, any employee benefit plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or any individual retirement account or plan subject to Section 4975 of the Code or any entity whose underlying assets include "plan assets" within the meaning of Section 3(42) of ERISA by reason of any such employee benefit plan's account's or plan's investment therein.

The Global Security Certificates and the Individual Security Certificates will bear a legend to the following effect:

THE INVESTOR SHALL BE DEEMED TO REPRESENT BY ITS ACQUISITION AND HOLDING OF AN INTEREST HEREIN THAT IT IS NOT ACQUIRING THE SECURITY WITH THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE I OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), ANY INDIVIDUAL RETIREMENT ACCOUNT OR PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" WITHIN THE MEANING OF SECTION 3(42) OF ERISA BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S ACCOUNT'S OR PLAN'S INVESTMENT THEREIN.

TAXATION

HOLDERS OF SECURITIES SHOULD BE AWARE THAT (I) THE TAX LEGISLATION OF A JURISDICTION WHERE A HOLDER IS RESIDENT OR OTHERWISE SUBJECT TO TAXATION (AS WELL AS THE JURISDICTIONS DISCUSSED BELOW) AND (II) THE TYPE OF SECURITIES HELD (BEING NOTES OR CERTIFICATES) MAY HAVE AN IMPACT ON THE TAX CONSEQUENCES OF AN INVESTMENT IN THE SECURITIES, INCLUDING IN RESPECT OF ANY INCOME RECEIVED FROM THE SECURITIES.

UNITED STATES FEDERAL TAXATION

This discussion is limited to the U.S. federal tax issues addressed below. Additional issues may exist that are not addressed in this discussion and that could affect the U.S. federal tax treatment of the Securities or the investors. Investors should seek their own advice based upon their particular circumstances from an independent tax adviser.

The following are certain of the U.S. federal income and estate tax consequences of ownership and disposition of the Securities offered to Non-U.S. Holders (as defined below). This summary is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, all as of the date hereof, changes to any of which subsequent to the date of this Base Prospectus may affect the tax consequences described herein. As used herein, the term "Non-U.S. Holder" means a person that for U.S. federal income tax purposes is a beneficial owner of a Security and is:

- an individual who is classified as a nonresident alien;
- a foreign corporation; or
- a foreign estate or trust.

The term "Non-U.S. Holder" does not include any of the following persons:

- an individual present in the United States for 183 days or more in the taxable year of disposition;
- certain former citizens or residents of the United States;
- a person for whom income or gain in respect of the Securities is effectively connected with the conduct of a trade or business in the United States; or
- a person who has a "tax home" (as defined in section 911(d)(3) of the Code) or an office or other fixed place of business in the United States.

Special rules may also apply to corporations (or the shareholders thereof) that for U.S. federal income tax purposes are treated as personal holding companies, controlled foreign corporations, or passive foreign investment companies. Such holders are urged to consult their own tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of a Security.

If an entity that is classified as a partnership holds a Security, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partners of partnerships holding Securities should consult their tax advisers regarding the U.S. federal income tax consequences of owning and disposing of a Security.

This discussion does not address the consequences of the ownership or disposition of any Relevant Underlying received upon settlement of any Security, nor does it address the consequences of the ownership or disposition of any Security in the event such Security is physically settled.

Tax Treatment of the Securities

Interest

The following discussion under "*Interest*" applies to Securities treated as indebtedness of the relevant Issuer for U.S. federal income tax purposes. The Issuers intend to treat Securities as indebtedness for U.S. federal income

tax purposes if the principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates) payable in cash at maturity or upon early settlement (i) equals or exceeds the issue price (i.e., the first price at which a substantial amount of the Securities of the relevant series is sold to the public) or (ii) is not less than 90% of the issue price. The applicable Issue Terms may indicate an Issuer's treatment of the Securities not described in the preceding sentence. There can be no assurance that the Internal Revenue Service (the "**IRS**") or a court will agree with the relevant Issuer's intended treatment. In the case of a Security issued by Morgan Stanley or MSFL, interest will be U.S.-source income. Except as otherwise discussed below in "*Section 897 of the Code*", "*Dividend Equivalent Amounts*", "*FATCA*" and "*Backup Withholding and Information Reporting*", or otherwise indicated in an applicable Drawdown Prospectus, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on payments of principal or interest (including original issue discount, if any) on a Security treated as indebtedness, or on proceeds from the sale or other disposition of a Security, **provided that**, in the case of a Security issued by Morgan Stanley or MSFL, for U.S. federal income tax purposes:

- the Non-U.S. Holder does not own (directly or by attribution) ten per cent. or more of the total combined voting power of all classes of stock of Morgan Stanley entitled to vote;
- the Non-U.S. Holder is not a bank holding the Security in the context of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- the Non-U.S. Holder is not a controlled foreign corporation related, directly or indirectly, to Morgan Stanley through stock ownership; and
- the Non-U.S. Holder (and any holder through which the Securities are held) has complied with all U.S. tax identification and certification requirements.

The certification requirements referred to in the preceding paragraphs will be fulfilled if the beneficial owner of the Security (or a financial institution holding the Security on behalf of the beneficial owner) furnishes an IRS Form W-8BEN or W-8BEN-E (or with respect to certain holders, other appropriate forms), on which, among other things, the beneficial owner certifies under penalties of perjury that it is not a United States person, as defined in the Code.

If the IRS successfully challenges the treatment of the Securities as indebtedness, coupon payments on Securities issued by Morgan Stanley or MSFL will be subject to U.S. federal income withholding tax at a rate of 30 per cent., unless the relevant Non-U.S. Holder can establish an exemption (for example, under an applicable Qualifying Treaty as described in "*Other Income Coupons*" below). Unless provided otherwise in an applicable Pricing Supplement, no additional amounts will be payable with respect to any such withholding.

Exchangeable Securities

Except as otherwise discussed below in "*Section 897 of the Code*", "*Dividend Equivalent Amounts*", "*FATCA*" and "*Backup Withholding and Information Reporting*", or otherwise indicated in an applicable Drawdown Prospectus, a Non-U.S. Holder will generally not be subject to U.S. federal income or withholding tax in respect of a Security that pays at redemption or early settlement a Physical Delivery Amount of securities (or the value thereof in cash) in an amount that must equal or exceed the Security's issue price, provided that:

- in the case of a Security issued by Morgan Stanley or MSFL, the requirements for exemption from tax listed above under "*Interest*" are met; and
- in the case of a Security issued by Morgan Stanley or MSFL, the Security is exchangeable only into securities (other than securities issued by Morgan Stanley) that are actively traded, a basket of securities that are actively traded or an index or indices of securities that are actively traded.

No opinion is expressed herein as to the U.S. federal income or withholding tax consequences of the ownership or disposition of the property received in exchange for the Security.

With regard to the above requirements, the Issuers intend to treat Securities for which the principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates) payable in cash must equal or exceed the issue price (i.e., the first price at which a substantial amount of the Securities is sold to the public) as indebtedness for U.S. federal income tax purposes. There can be no assurance that the IRS or a court will agree.

Linked Securities

The U.S. federal income tax consequences to a Non-U.S. Holder of the ownership and disposition of Securities that have principal or interest determined by reference to commodity prices, securities of entities not affiliated with the relevant Issuer, baskets of securities or indices, exchange traded funds or other funds, futures contracts, CMS reference rates, currencies or the credit of entities not affiliated with the relevant Issuer, and that are not treated as indebtedness of the Issuer for U.S. federal income tax purposes, may vary depending upon the exact terms of the Securities and related factors. However, the Issuers intend to treat Linked Securities that pay coupons periodically at an unconditional fixed rate and provide for a payment at maturity or early settlement (other than the stated coupon) that is determined by reference to the performance of a Relevant Underlying and thus may be lower than, but cannot exceed, their issue price, as a unit consisting of (i) a put right written by a Non-U.S. Holder to the Issuer that, upon the occurrence of certain events, requires such Non-U.S. Holder to pay to the Issuer an amount equal to the deposit (as described in sub-paragraph (ii)), in exchange for a cash amount based on the value of the Relevant Underlying, and (ii) a deposit with the Issuer of a fixed amount of cash to secure such Non-U.S. Holder's obligation under the put right. Based on this treatment, a portion of the periodic payments on the Securities will be treated as interest on the deposit, and the remainder will be attributable to the premium on the put right. Except as otherwise discussed below in "*Section 897 of the Code*", "*Dividend Equivalent Amounts*", "*FATCA*" and "*Backup Withholding and Information Reporting*", or otherwise indicated in the applicable Issue Terms, the Issuers do not expect payments on the Securities that are treated by the Issuer as a put right and a deposit, as described above, to be subject to any U.S. federal withholding tax, provided that, if the Securities are treated in whole or in part as indebtedness (including the deposit described above) issued by Morgan Stanley or MSFL for U.S. federal income tax purposes, the conditions (including the certification requirements) described above under "*Interest*" are met. Notwithstanding the Issuers' intended treatment of the Securities described in the preceding two sentences, the IRS or a court could disagree with such treatment, in which event such Securities may be subject to rules that differ from the general rules described above.

Other Income Coupons

The following discussion under "*Other Income Coupons*" applies to Securities issued by Morgan Stanley or MSFL that pay periodic coupons and are not described above in "*Interest*", "*Exchangeable Securities*" or in "*Linked Securities*". The U.S. federal tax treatment of such Securities is unclear due to the absence of statutory, judicial or administrative authorities that directly address such Securities or similar securities, and no ruling is being requested from the IRS with respect to such Securities. Significant aspects of the U.S. federal income tax consequences of an investment in such Securities are uncertain, and no assurance can be given that the IRS or a court will agree with the tax treatment described herein. Accordingly, investors should consult their tax advisers regarding the U.S. federal income tax consequences of an investment in such Securities (including possible alternative treatments thereof).

A Non-U.S. Holder should expect that a withholding agent will treat any coupon payments made by or on behalf of Morgan Stanley or MSFL as U.S.-source income subject to U.S. federal withholding tax at a rate of 30 per cent., unless the Non-U.S. Holder establishes an exemption under the "other income" provision of a Qualifying Treaty (as defined below) or, to the extent that any portion of a coupon payment is treated as interest for U.S. federal income tax purposes, an exemption under the "portfolio interest exemption" rules as described below.

An income tax treaty between a non-U.S. jurisdiction and the United States is a "Qualifying Treaty" if it provides for a 0 per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States. For example, under current law, the United States' tax treaties with Japan, Germany and the United Kingdom are Qualifying Treaties. Accordingly, if the Non-U.S. Holder is a resident of a non-U.S. jurisdiction that qualifies for benefits under such a Qualifying Treaty, the Non-U.S. Holder should generally be eligible for an exemption under the "other income" provision referred to above if such Non-U.S. Holder timely complies with the certification requirement described below. However, because most income tax treaties contain complex eligibility rules and limitations, a Non-U.S. Holder should consult its tax advisers about its eligibility for this exemption.

To demonstrate its eligibility for the "other income" exemption to the Issuer or an applicable withholding agent, a Non-U.S. Holder generally will be required to provide a properly completed appropriate IRS Form W-8BEN or W-8BEN-E certifying that it is not a U.S. person and that it is eligible for the benefits of a Qualifying Treaty (or, if the Non-U.S. Holder holds its Securities through certain qualified intermediaries, it may be permitted to provide alternative documentation in lieu of the appropriate IRS Form W-8BEN or W-8BEN-E to establish that it is not a U.S. person and that it is eligible for the benefits of a Qualifying Treaty). A Non-U.S. Holder providing a properly

completed appropriate IRS Form W-8BEN or W-8BEN-E as discussed in this paragraph may provide its foreign taxpayer identifying number issued by its country of residence in lieu of its U.S. taxpayer identifying number.

Notwithstanding the discussion above, because the U.S. federal income tax treatment of the Securities is unclear, any coupon payments on such Securities could alternatively be treated in whole or in part as payments of interest. Nonetheless, even if the coupon payments are treated in whole or in part as interest and thus not eligible for the "other income" exemption described above, under current law and administrative practice a Non-U.S. Holder generally will qualify for the "portfolio interest exemption" with respect to the coupon payments, provided that the conditions for the exemption set forth in "*Interest*" above (including the certification requirement) are met.

Non-U.S. Holders should consult their tax advisers regarding their eligibility for any applicable exemption from withholding in light of their particular circumstances.

Future Withholding

It is possible that any future law, Treasury regulations or other guidance could materially and adversely affect the withholding tax consequences of ownership and disposition of the Securities, possibly with retroactive effect. In the event of a change of law or any formal or informal guidance by the IRS, the U.S. Treasury Department or Congress, the Issuer or a withholding agent may decide to withhold on a portion or the entire amount of payments made with respect to the Securities to Non-U.S. Holders and, unless provided otherwise in the applicable Issue Terms, no additional amounts will be payable with respect to any such withholding. Prospective investors should consult their tax advisers regarding all aspects of the U.S. federal income tax consequences of an investment in the Securities.

Section 897 of the Code

The Issuers will not attempt to determine whether any issuer of any shares (including shares referenced by an index or basket) to which a Security relates (such shares hereafter referred to as "**Underlying Shares**") is treated as a "U.S. real property holding corporation" ("**USRPHC**") within the meaning of section 897 of the Code. If any issuer of Underlying Shares were so treated, certain adverse U.S. federal income tax consequences might apply upon the sale, exchange or other disposition of a Security (including potential U.S. withholding tax, notwithstanding the discussions above). Holders should refer to information filed with the Securities and Exchange Commission or other governmental authorities by the issuers of the Underlying Shares and consult their tax advisers regarding the possible consequences to such holders if any such issuer is or becomes a USRPHC.

Dividend Equivalent Amounts

Section 871(m) of the Code and Treasury regulations promulgated thereunder ("**Section 871(m)**") impose a withholding tax of 30 per cent. (or lower treaty rate applicable to dividends) on certain "dividend equivalents" paid or deemed paid to Non-U.S. Holders with respect to certain financial instruments linked to U.S. equities or indices that include U.S. equities. Subject to the discussion below concerning Securities issued before 1 January, 2027, a Security linked to U.S. equities or indices that include U.S. equities (a "**U.S. equity-linked Security**") will generally be subject to the Section 871(m) withholding regime if at issuance it (i) has a "delta" of 0.80 or higher with respect to the underlying U.S. equity or (ii) substantially replicates the economic performance of the underlying U.S. equity, as determined by a "substantial equivalence" test that, among other factors, takes into account the initial number of shares of the underlying U.S. equity needed to hedge the transaction fully. The tests described above are set forth in the Treasury regulations, and the applicable test will depend on the terms of the relevant U.S. equity-linked Security. Under these rules, withholding may apply even where the relevant U.S. equity-linked Security does not provide for any payment that is explicitly linked to a dividend. The Treasury regulations provide for certain exceptions to the withholding requirements, in particular for instruments linked to certain broad-based indices (a "qualified index") that meet standards set forth in the Treasury regulations, as well as certain exchange traded funds that track a qualified index.

Pursuant to an IRS notice, Section 871(m) will not apply to Securities issued before 1 January 2027 that do not have a "delta" of one with respect to any U.S. equity. If the terms of a U.S. equity-linked Security are significantly modified (including in the event that the Issuer substitutes another entity in place of the Issuer as principal debtor under the Security) and if such modification or substitution results in a deemed exchange of the Security for U.S. federal income tax purposes, the U.S. equity-linked Security will generally be treated as reissued for this purpose at the time of the significant modification. Under Treasury regulations, certain "benchmark" rate replacements will not give rise to deemed exchanges for U.S. federal income tax purposes, provided that certain conditions set forth in the Treasury regulations are met.

The calculations of "delta" are generally made on the "calculation date," which is the earlier of (i) the time of pricing of the U.S. equity-linked Security (i.e., when all material terms have been agreed on) and (ii) the issuance of the U.S. equity-linked Security. However, if the time of pricing is more than 14 calendar days before the issuance of the U.S. equity-linked Security, the calculation date is the date of the issuance of the U.S. equity-linked Security. In those circumstances, information regarding the Issuer's final determinations for purposes of Section 871(m) may be available only after the issuance of the U.S. equity-linked Security. As a result, a Non-U.S. Holder should acquire such a U.S. equity-linked Security only if it is willing to accept the risk that the U.S. equity-linked Security is treated as subject to withholding.

The amount of a "dividend equivalent" is equal to, for a "simple" contract, the product of (a) the per-share dividend amount, (b) the number of shares of the underlying U.S. equity referenced in the U.S. equity-linked Security and (c) the delta, and, for a "complex" contract, the product of (a) the per-share dividend amount and (b) the initial hedge.

The dividend equivalent amount will be determined on the earlier of (a) the record date of the dividend and (b) the day prior to the ex-dividend date. The dividend equivalent amount will include the amount of any actual or, under certain circumstances, estimated dividend. If a U.S. equity-linked Security is subject to withholding in respect of dividend equivalents, withholding will, depending on the applicable withholding agent's circumstances, generally be required either (i) on the underlying dividend payment date or (ii) when cash payments are made on the relevant U.S. equity-linked Security or upon the date of maturity, lapse or other disposition thereof by the Non-U.S. Holder.

Unless provided otherwise in an applicable Issue Terms, if withholding under Section 871(m) is required with respect to any Program Securities held through a Relevant Clearing System or other intermediary, the Issuer may withhold U.S. federal income tax with respect to dividend equivalents a rate of 30% without regard to any reduced treaty rate, because the Issuer may not be able to associate the dividend equivalent payments with a valid tax certificate (such as an IRS Form W-8) that establishes eligibility for treaty benefits. If a beneficial owner of such Program Securities is entitled to a reduced rate of tax under an applicable income tax treaty, this will result in over-withholding. In that case, it is possible that the beneficial owner may be able to claim a refund for any excess amounts withheld by filing a U.S. tax return. However, the holder and beneficial owner may not be able to receive the necessary information to make a refund claim. Investors should consult their tax advisers regarding the consequences of any withholding (including over-withholding) under Section 871(m).

The relevant Issuer will determine whether a U.S. equity-linked Security is subject to withholding under Section 871(m). If the Issuer has determined, as specified in the Pricing Supplement, that a U.S. equity-linked Security should not be subject to withholding under Section 871(m), the Issuer will be deemed to instruct its agents and withholding agents that no such withholding is required, unless such agent or withholding agent knows or has reason to know otherwise. If withholding is required, the relevant Issuer will not be required to pay any additional amounts with respect to the amounts so withheld.

An Issuer's determination is not binding on the IRS, and the IRS may disagree with this determination. Section 871(m) is complex and its application may depend on the Non-U.S. Holder's particular circumstances. For example, the application of Section 871(m) may be affected if a Non-U.S. Holder enters into another transaction in connection with the acquisition of a U.S. equity-linked Security. Accordingly, Non-U.S. Holders should consult their tax advisers regarding the potential application of Section 871(m) to the U.S. equity-linked Securities in their particular circumstances.

FATCA

U.S. tax rules commonly referred to as "FATCA" generally impose a withholding tax of 30 per cent. on payments to certain non-U.S. entities (including financial intermediaries) with respect to certain financial instruments, unless various U.S. information reporting and due diligence requirements have been satisfied. An intergovernmental agreement between the United States and the non-U.S. entity's jurisdiction may modify these requirements. FATCA generally applies to certain financial instruments that are treated as paying U.S.-source interest or dividends or other U.S.-source "fixed or determinable annual or periodical" income ("**FDAP income**"). Withholding (if applicable) applies to any payment of amounts treated as U.S.-source interest or dividend equivalents (as discussed above under "*Dividend Equivalent Amounts*") on the Securities. The FATCA rules impose withholding also on any payment of gross proceeds of the disposition (including upon retirement) of Securities treated as providing for U.S.-source interest or dividends. However, under proposed Treasury regulations (the preamble to which specifies that taxpayers are permitted to rely on them pending finalization), no withholding will apply to payments of gross proceeds (other than amounts treated as interest or other FDAP

income). Although, under current law, payments of non-U.S. source income are not subject to withholding under FATCA, there is no assurance that future Treasury regulations will not impose such withholding with respect to certain "foreign passthru payments" (a term not yet defined in the Treasury regulations). Securities that pay only non-U.S. source or foreign passthru payments, are not treated as equity for U.S. federal income tax purposes and have a stated expiration date are generally grandfathered from FATCA withholding if issued prior to the date that is six months after final Treasury regulations that define the term "foreign passthru payments" are published. However, such Securities may become subject to FATCA withholding if they are significantly modified after the grandfathering date (including in the event that the Issuer substitutes another entity in place of the Issuer as principal debtor under the Securities) if such modification or substitution results in a deemed exchange of the Securities for U.S. federal income tax purposes. Under Treasury regulations, certain "benchmark" rate replacements would not give rise to deemed exchanges for U.S. federal income tax purposes, provided that certain conditions set forth in the Treasury regulations are met. If withholding under current or future law applies to the Securities, the relevant Issuer will not be required to pay any additional amounts with respect to amounts withheld under FATCA. Non-U.S. Holders should consult their tax advisers regarding the potential application of FATCA to the Securities.

Backup Withholding and Information Reporting

Information returns may be filed with the IRS in connection with payments on the Securities as well as in connection with the proceeds from a sale, exchange or other disposition. A Non-U.S. Holder may be subject to backup withholding in respect of amounts paid to the Non-U.S. Holder, unless such Non-U.S. Holder complies with applicable certification procedures to establish that it is not a United States person for U.S. federal income tax purposes or otherwise establishes an exemption. Compliance with the certification procedures described above under "*Interest*" will satisfy the certification requirements necessary to avoid backup withholding. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

Estate Tax

Individual Non-U.S. Holders and entities the property of which is potentially includible in such an individual's gross estate for U.S. federal estate tax purposes (for example, a trust funded by such an individual and with respect to which the individual has retained certain interests or powers) should note that, absent an applicable treaty exemption, a Security that is treated as indebtedness for U.S. federal estate tax purposes will be treated as U.S. situs property subject to U.S. federal estate tax if payments on the Security, if received by the decedent at the time of death, would have been subject to U.S. federal withholding tax (even if the IRS Form W-8BEN or W-8BEN-E certification requirement described above were satisfied and not taking into account an elimination of such U.S. federal withholding tax due to the application of an income tax treaty or withholding under FATCA).

Absent an applicable treaty benefit, a Security that is not treated as indebtedness for U.S. federal estate tax purposes may be treated as U.S. situs property subject to U.S. federal estate tax. Non-U.S. Holders should consult their own tax advisers regarding the U.S. federal estate tax consequences of an investment in the Securities and the availability of benefits provided by an applicable estate tax treaty, if any.

Belgian Supplemental Conditions

If "Supplementary Provisions for Belgian Securities" is specified as applicable in the applicable Issue Terms and if an Early Redemption Event occurs and an Early Redemption Amount (Monetisation) is paid on the Maturity Date, the Securities will likely be treated as debt instruments for U.S. federal income tax purposes after the Early Redemption Date (Put). In that case, subject to the discussions in "*FATCA*" and "*Backup Withholding and Information Reporting*" above, a Non-U.S. Holder should not be subject to U.S. withholding tax on payments on the Maturity Date provided that, in the case of Securities issued by Morgan Stanley or MSFL, the conditions described in "*Interest*" above are met or the Non-U.S. Holder establishes any other exemption from U.S. withholding including under an applicable tax treaty.

UNITED KINGDOM TAXATION

The following disclosure applies only in respect of Securities (as opposed to Warrants) issued by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE and not in respect of Securities issued by a substitute issuer (notwithstanding that substitution may be permitted by the terms and conditions of the Securities), and references in this section on United Kingdom taxation to "Securities" and references to "Securityholders", should be construed accordingly.

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Securities. The comments do not deal with other United Kingdom tax aspects of acquiring, holding, disposing of, exercising or abandoning Securities. Transactions involving Securities, including the issue and subscription of Securities, any purchase, disposal, redemption or settlement of Securities, may have United Kingdom tax consequences for potential purchasers (including but not limited to, transfer taxes and possible withholding or deduction for or on account of United Kingdom tax from payments made in respect of the Securities). The tax consequences may depend, amongst other things, on the status of the potential investor and the terms and conditions of a particular Security as specified in the Issue Terms. The following summary is based on current United Kingdom tax law as applied in England and Wales and published practice of HM Revenue and Customs ("**HMRC**") (which may not be binding on HMRC), which may be subject to change, sometimes with retrospective effect. The comments relate only to the position of persons who hold their Securities as investments and are the absolute beneficial owners thereof. Prospective holders of the Securities and Securityholders should be aware that the particular terms of issue of any series of Securities as specified in the relevant Issue Terms may affect the tax treatment of that and other series of Securities. The following is a general guide and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Prospective holders of the Securities and Securityholders who are in any doubt as to their tax position should consult their professional advisers about the tax implications of purchasing and holding a Security, any transaction involving a Security, and any transaction involved in the exercise and settlement of a Security. Prospective holders of the Securities and Securityholders who may be liable to taxation in jurisdictions other than the United Kingdom are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom withholding taxation aspects of payments in respect of the Securities. In particular, prospective holders of the Securities and Securityholders should be aware that the tax legislation of any jurisdiction where they are resident or otherwise subject to taxation (as well as any jurisdictions discussed herein) may have an impact on the tax consequences of an investment in the Securities (including in respect of any income received from the Securities) and, in particular, that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Securities even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

1. Securities - UK Withholding Tax on Interest Payments by the Issuers

United Kingdom withholding taxes can apply to a number of different types of payments. Those which could be relevant to securities such as the Securities include: interest, annual payments and manufactured payments. The following paragraphs only consider the United Kingdom withholding tax treatment of payments that are treated as "interest" for United Kingdom tax purpose, and the references to "interest" below should be read in that context. The statements below do not take any account of any different definitions of "interest" which may prevail under any other law or which may be created by the terms and conditions of the Securities or any related documentation. If a payment is not "interest" for United Kingdom tax purposes it may nevertheless be subject to United Kingdom withholding taxes if treated as annual payments or manufactured payments for United Kingdom tax purposes.

Interest on Securities issued for a term of less than one year (and which are not issued with the intention, or under arrangements the effect of which is to render the Securities capable of forming part of a borrowing with a total term of one year or more) may be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax.

Interest on Securities issued for a term of one year or more (or under arrangements the intention or effect of which is to render the Securities capable of forming part of a borrowing with a total term of one year or more) may be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax except in circumstances where such interest has a United Kingdom source. The location of the source of a payment is a complex matter. It is necessary to have regard to case law and HMRC practice which indicates that in determining the source of interest all relevant factors must be

taken into account. HMRC has indicated that the most important factors in determining the source of a payment are the place where the Issuer does business, the place where its assets are located, the substantive origin of the funds out of which the interest is paid, the competent jurisdiction for legal action, the proper law of contract, the place where any guarantor does business and the location of any security for the Securities. However, other factors may also be relevant.

Interest which has a United Kingdom source ("UK interest") may be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax if the Securities in respect of which the UK interest is paid constitute "quoted Eurobonds". Securities which carry a right to interest will constitute "quoted Eurobonds" provided they are and continue to be listed on a "recognised stock exchange" within the meaning of sections 987 and 1005 Income Tax Act 2007 or are and continue to be admitted to trading on a multilateral trading facility operated by a UK, Gibraltar or EEA regulated recognised stock exchange within the meaning of sections 987 and 1005 Income Tax Act 2007. Securities will be regarded as "listed on a recognised stock exchange" for this purpose if they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC and either they are included in the United Kingdom's official list (within the meaning of Part 6 or the Financial Services and Markets Act 2000) or they are officially listed in a country outside the United Kingdom in which there is a recognised stock exchange in accordance with provisions corresponding to those generally applicable in European Economic Area States. The Luxembourg Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the Luxembourg Stock Exchange if they are both admitted to trading on the regulated market of the Luxembourg Stock Exchange and are officially listed in Luxembourg in accordance with provisions corresponding to those generally applicable in countries in the European Economic Area. Securities will be treated as listed on Borsa Italiana S.p.A. if they are both admitted to trading on the regulated market of Borsa Italiana S.p.A. and are officially listed in Italy in accordance with provisions corresponding to those generally applicable in countries in the European Economic Area. The Euro MTF is a multilateral trading facility operated by an EEA regulated recognised stock exchange (Bourse de Luxembourg) for these purposes. Securities displayed on the Luxembourg Stock Exchange Securities Official List without admission to trading will not constitute "quoted Eurobonds" for these purposes. Each of the EuroTLX, Euronext Access Milan and SeDeX is a multilateral trading facility operated by an EEA regulated recognised stock exchange (Borsa Italiana S.p.A.) for these purposes.

If the Securities do not constitute "quoted Eurobonds", payments of interest on the Securities may still be made without withholding or deduction for or on account of United Kingdom income tax, provided that the relevant Issuer is and continues to be authorised for the purposes of the Financial Services and Markets Act 2000 and its business is and continues to consist wholly or mainly of dealing in financial instruments (within the meaning of section 885 of the Income Tax Act 2007) as principal and that such payments are made in the ordinary course of that business.

In all other cases, UK interest on the Securities may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty or to any other relief which may apply. From April 2027, provisions in the Finance Act 2026 provide that the rate of withholding will be equal to a new savings basic rate of income tax of 22%.

2. *Payments under Deed of Covenant*

Any payments made under the Deed of Covenant by the relevant Issuer may not qualify for the exemptions from UK withholding tax described above.

3. *Payments by Guarantor*

The United Kingdom withholding tax treatment of payments by the Guarantor under the terms of the Guarantee in respect of interest on the Securities (or other amounts due under the Securities other than the repayment of amounts subscribed for the Securities) is uncertain. If the Guarantor makes any payments in respect of interest on the Securities (or other amounts due under the Securities other than the repayment of amounts subscribed for the Securities) and such payments have a United Kingdom source, such payments may be subject to United Kingdom withholding tax at the applicable rate subject to such relief as may be available under the provisions of any applicable double taxation treaty or to any other exemption which may apply. Whether such payments made by the Guarantor have a United Kingdom source is a complex matter and is likely to be determined by reference to similar factors to

those set out in paragraph 1 above. Such payments by the Guarantor may not be eligible for the exemptions described in paragraph 1 above.

4. *Other Rules Relating to United Kingdom Withholding Tax*

Securities may be issued at an issue price of less than 100 per cent. of their principal amount (in the case of Notes) or Specified Unit Value (in the case of Certificates). Whether any discount element on such Securities will be subject to any United Kingdom withholding tax pursuant to the provisions mentioned above, will depend on the precise terms of the Securities.

Where Securities are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax as outlined above.

Where interest has been paid under deduction of United Kingdom income tax, Securityholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.

5. *Special tax regimes*

In accordance with Prospectus Regulation (EU 2017/1129) as supplemented by Commission Delegated Regulation (EU) 2019/980, the Issuer notes that certain securities which may be issued under the Base Prospectus that are indexed by reference to movements in the value of shares or certain other assets during the life of the securities could fall within the excluded indexed securities rules contained in the Income Tax (Trading and Other Income) Act 2005. Any gains or losses arising on the disposal of excluded indexed securities (excluding, where a security carries a right to interest payments, any element that represents accrued interest at the date of disposal, which will be liable to income tax) may be treated as capital gains or allowable losses for capital gains tax purposes in the hands of holders who are individuals and within the charge to United Kingdom capital gains tax. Index-linked securities which fail to satisfy these conditions may be treated as deeply discounted securities and where the holder is an individual who is within the charge to United Kingdom income tax, any gains would be treated as income gains and no relief would be available for losses.

Securityholders within the charge to United Kingdom corporation tax (including non-resident Securityholders whose Securities are used, held or acquired for the purposes of a trade carried on in the United Kingdom through a permanent establishment) will be subject to tax as income on all profits and gains from such Securities broadly in accordance with their UK GAAP or IFRS accounting treatment. Such Securityholders will generally be charged in each accounting period by reference to interest and other amounts which, in accordance with generally accepted accounting practice, are recognised in determining the Securityholder's profit or loss for that period. Fluctuations in value relating to foreign exchange gains and losses in respect of the Securities will generally be brought into account as income.

The application of any such special tax regime to Securities and the consequences of holding such Securities will depend upon a Securityholder's individual tax status and Securityholders are strongly advised to consult their professional advisers prior to any investment in Securities linked to, or indexed by reference to shares or other assets.

NETHERLANDS TAXATION

The following disclosure applies only in respect of Securities issued by MSBV and not in respect of Securities issued by Morgan Stanley, MSI plc, MSFL or MSESE. References in this section on Netherlands taxation to "Issuer" refer only to MSBV, reference to "Securities" refer only to Securities issued by MSBV and references to holders of Securities should be construed accordingly.

The following general description of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following general description does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Security, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of this general description it is assumed that no individual or entity holding a Security has or will have a substantial interest, or - in the case of a holder of a Security being an entity - a deemed substantial interest, in the Issuer and that no connected person (verbonden persoon) to the holder of a Security has or will have a substantial interest in the Issuer.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with such individual's partner, directly or indirectly has, or is deemed to have or (b) certain relatives of such individual or such individual's partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company

Generally speaking, an entity has a substantial interest in a company if such entity, directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company. An entity holding a Security has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

This summary does not address the Netherlands tax consequences for a holder of a Security that is an entity considered to be affiliated (gelieerd) to MSBV within the meaning of the Dutch Withholding Tax Act 2021 (Wet bronbelasting 2021). Generally, a holder of a Security is regarded as 'affiliated' for these purposes if, whether individually or as part of a qualifying unity (kwalificerende eenheid): (i) the holder of a Security (or a direct or indirect participant in such holder of a Security) holds a qualifying interest in MSBV, (ii) MSBV holds a qualifying interest in the holder of a Security (or a direct or indirect participant in such holder of a Security), or (iii) a third party holds a qualifying interest in both MSBV and the holder of a Security (or a direct or indirect participant in such holder of a Security). A qualifying interest is an interest that allows the holder, or the qualifying unity of which it forms part, to exercise influence over the other party's decisions in such a way that it is able to determine the activities of the other party. A party is in any case considered to hold a qualifying interest in another party if it, (directly or indirectly,) holds more than 50 per cent. of the voting rights in such other party. A qualifying unity is defined as entities that have been established and/or are acting jointly with the primary purpose, or one of the primary purposes, to avoid the imposition of tax on one or more of such entities, for example where the controlling interest (to be) held is divided into various non-controlling interests with the primary purpose, or one of the primary purposes, to avoid the aforementioned tax.

This summary does not address the Netherlands tax consequences for a holder of a Security in respect of the Dutch Minimum Taxation Act 2024 (Wet minimumbelasting 2024) (which is the Dutch implementation of Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the EU).

For the purpose of this general description, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this general description refers to a holder of a Security, an individual holding a Security or an entity holding a Security, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Security or otherwise being regarded as owning a Security for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the general description refers to "The Netherlands" or "Dutch" it refers only to the European part of the Kingdom of the Netherlands.

This summary does not address the Netherlands tax consequences for holders of Securities that are a resident of any non-European part of the Kingdom of the Netherlands.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Security.

1. Withholding Tax

All payments under the Securities may be made free of withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, **provided that** (i) the Securities have a maturity – legally or *de facto* - of not more than 50 years, and (ii) the Securities will not represent, be linked to (the performance of) or be convertible (in part or in whole) into, (rights to purchase) (a) shares, (b) profit certificates (*winstbewijzen*), and/or (c) debt instruments having a maturity – legally or *de facto* – of more than 50 years, issued by MSBV, the Guarantor or any other entity related to MSBV and/or the Guarantor.

2. Taxes on Income and Capital Gains

Residents

Resident entities

An entity holding a Security which is, or is deemed to be, resident in the Netherlands for corporate tax purposes and which is not tax exempt, will generally be subject to corporate tax in respect of income or a capital gain derived from a Security at the prevailing statutory rates.

Resident individuals

An individual holding a Security who is, or is deemed to be, resident in the Netherlands for income tax purposes will be subject to income tax in respect of income or a capital gain derived from a Security at rates up to 49.5 per cent if:

- (i) the income or capital gain is attributable to an enterprise from which the holder derives profits (other than as a shareholder); or
- (ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If the above-mentioned conditions (i) and (ii) do not apply, a holder of Securities who is an individual, resident or deemed to be resident in the Netherlands for Netherlands tax purposes will not be subject to Dutch taxes on income actually received or gains actually realised. Instead, such individual is generally taxed at a flat rate of 36 per cent on deemed income from "savings and investments" (*"sparen en beleggen"*), which deemed income is determined on the basis of the amount included in the individual's "yield basis" (*"rendementsgrondslag"*) (including the Securities) at the beginning of the calendar year (minus a tax-free threshold; the yield basis minus such threshold being the tax basis (*"grondslag sparen en beleggen"*)). The deemed income derived from savings and investments will be a percentage of the tax basis that is determined based on the types of assets and amount of liabilities composing the individual's yield basis. The percentages to determine the deemed income will be reassessed every year (with possible retroactive effect to 1 January). An individual holding Securities that is able to demonstrate that its tax liability is determined on the basis of a deemed income derived from savings and investments

that exceeds the "actual returns" ("*werkelijk rendement*") of such individual may under certain circumstances elect to be taxed on the basis of such "actual returns" instead. These rules are subject to ongoing litigation and may therefore change. You may need to file (protective) appeals to any assessments based on these rules to benefit from any beneficial case law.

Non-residents

A holder of a Security which is not, or is not deemed to be, resident in the Netherlands for the relevant tax purposes will not be subject to taxation on income or a capital gain derived from a Security unless:

- (i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in the Netherlands;
- (ii) the holder is entitled to a share in profits of an enterprise that is effectively managed in the Netherlands, and to which enterprise the income or capital gain is attributable, other than by way of securities; or
- (iii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

3. Gift and Inheritance Taxes

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Security by way of gift by, or on the death of, a holder of a Security, unless:

- (i) the holder of a Security is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

4. Value Added Tax

There is no Dutch value added tax payable by a holder of a Security in respect of payments in consideration for the issue of the Securities or in respect of the payment of interest or principal under the Securities, or the transfer of the Securities.

5. Other Taxes and Duties

There is no Dutch registration tax, stamp duty or any other similar tax or duty, other than court fees, payable in the Netherlands by a holder of a Security in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgement in the courts of the Netherlands) of the Securities or the performance of the Issuer's obligations under the Securities.

6. Residence

A holder of a Security will not be and will not be deemed to be resident in the Netherlands for tax purposes and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Security or the execution, performance, delivery and/or enforcement of a Security.

AUSTRIAN TAXATION

This section on taxation contains a brief description of the Issuers' understanding with regard to certain important principles which may be of significance in connection with the purchase, holding or sale of the Securities in the Republic of Austria. This general description does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. These comments are not intended to be, nor should they be construed to be, legal or tax advice. This description furthermore only refers to investors which are subject to unlimited (corporate) income tax liability in Austria. It is based on the currently valid tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential purchasers of the Securities consult with their legal and tax advisers as to the tax consequences of the purchase, holding or sale of the Securities. Tax risks resulting from the Securities (in particular from a potential qualification as a foreign investment fund within the meaning of sec. 188 of the Austrian Investment Funds Act 2011 (Investmentfondsgesetz 2011)) shall in any case be borne by the purchaser. For the purposes of the following it is assumed that the Securities are legally and factually offered to an indefinite number of persons. The Issuer assumes no responsibility with respect to taxes withheld at source.

General remarks

Individuals having a permanent domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*) in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a permanent domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of effective management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*) in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of effective management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability, Austria's right to tax may be restricted by double taxation treaties.

Income taxation of the Securities

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest;
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the sale, redemption and other realisation of assets that lead to income from the letting of capital, zero coupon bonds and also accrued interest (*Stückzinsen*);
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates; and
- income from cryptocurrencies (*Einkünfte aus Kryptowährungen*) pursuant to sec. 27(4a) of the Austrian Income Tax Act that includes current income (*laufende Einkünfte*) as well as income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) from cryptocurrencies pursuant to sec. 27b of the Austrian Income Tax Act.

According to the interpretation of the Austrian Ministry of Finance, sec. 27(4) of the Austrian Income Tax Act comprises all kinds of certificates, including for example index certificates, alpha certificates, leverage certificates or so-called sport certificates (Income Tax Act Guidelines 2000, *Einkommensteuerrichtlinien 2000* "EStR 2000",

para 6173). The underlying may be shares, indices, commodities, currencies, bonds, metals, etc. In case of certificates, income from derivatives results from the difference between the acquisition costs and the sales prices or redemption value or settlement amount (all of the latter depending on the development in value of the underlying). Indexed bonds (*indexierte Anleihen*) or bonds with index-linked yield (*Anleihen mit indexorientierter Verzinsung*) are not deemed to be derivatives for purposes of sec. 27(4) of the Austrian Income Tax Act. Interest resulting from these bonds is treated as income from the letting of capital pursuant to sec. 27(2) of the Austrian Income Tax Act; the sale or redemption of these bonds is deemed to lead to income from realized gains and other increases in value pursuant to sec. 27(3) of the Austrian Income Tax Act (EStR 2000, para 6195 et seq.). In case the Issuer may choose whether to redeem a bond either by handing out cash or by way of transferring (own or third party) shares (so-called cash or share bonds), interest paid on these bonds is deemed to be income from the letting of capital pursuant to sec. 27(2) of the Austrian Income Tax Act. The exercise of the option by the Issuer is not deemed to be an exchange of bonds for stock and does therefore not result in a sale of the bond with a subsequent acquisition of the shares (EStR 2000, para 6183 et seq.). Income from the sale or redemption of cash or share bonds constitutes income from realized increases in value pursuant to sec. 27(3) of the Austrian Income Tax Act.

The withdrawal of the Securities from a bank deposit (*Depotentnahme*) would generally be considered as a sale. In case certain notification requirements are met, no taxation is triggered. Furthermore, circumstances leading to a loss of Austria's taxation right regarding the Securities vis-à-vis other countries, e.g. a relocation from Austria (*Wegzug*) are in general deemed to constitute a sale (cf. sec. 27(6)(1) of the Austrian Income Tax Act). In case of relocation of an individual to a Member State of the European Union or to Member States of the European Economic Area, a deferral of taxation may be available.

Individuals holding the Securities as non-business assets

Individuals subject to unlimited income tax liability in Austria holding the Securities as a non-business asset are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income that is paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), the income is subject to a withholding tax of 27.5%; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). Pursuant to the interpretation of the Austrian Ministry of Finance, the special tax rate of 27.5% only applies to income from derivatives pursuant to sec. 27(4) of the Austrian Income Tax Act, if the derivatives are securitised and are offered in a public placement or if the Austrian custodian or paying agent voluntarily withholds 27.5% tax pursuant to sec. 27a(2)(7) of the Austrian Income Tax Act (EStR 2000, para. 6225a).

In case of investment income without an Austrian nexus, the income must be included in the income tax return and is subject to a flat income tax rate of 27.5%. In both cases upon application the option exists to tax all income subject to the tax rate of 27.5% at the regular progressive income tax rate, which may be lower than the flat rate of 27.5%, depending on the individual circumstances (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Whether the exercise of such option is beneficial for the individual holding the Securities must be clarified with the personal tax adviser.

Expenses and costs which are directly connected to income from the Securities which is subject to the special income tax rate of 27.5% are not deductible (sec. 20(2)(2) of the Austrian Income Tax Act). The acquisition costs of the Securities shall not include ancillary acquisition costs (sec. 27a(4)(2) of the Austrian Income Tax Act).

Sec. 27(8) of the Austrian Income Tax Act, *inter alia*, provides for the following restrictions on the set-off of losses: negative income from realised increases in value and from derivatives may not be set off against interest and other claims against credit institutions which are subject to income tax at the flat rate of 25% as well as certain income pursuant to sec. 27(5)(7) of the Austrian Income Tax Act; income subject to the flat tax rates of 25% or 27.5% may not be set off against investment income subject to the progressive income tax rate; negative investment income not already set off against positive investment income may not be set off against other types of income. Restrictions concerning the set-off of losses of investment income equally apply in case of an exercise of the option to regular taxation. A carry-forward of losses from investment income is not permitted.

Individuals holding the Securities as business assets

Individuals subject to unlimited income tax liability in Austria holding the Securities as a business asset are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (as described above), the income is subject to a withholding tax of

27.5%. While this withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must on the other hand be included in the income tax return (nevertheless subject to the flat income tax rate of 27.5%). Reference is made to the Austrian Ministry of Finance's view as regards the application of the special tax rate of 27.5% for income from derivatives in the sense of sec. 27(4) of the Austrian Income Tax Act (EStR 2000, para. 789). In case of investment income without an Austrian nexus, the income must always be included in the income tax return (subject to the flat income tax rate of 27.5%). In both cases upon application the option exists to tax all income subject to the tax rate of 27.5% at the regular progressive income tax rate, which may be lower than the flat rate of 27.5%, depending on the individual circumstances (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Whether the exercise of such option is beneficial for the individual holding the Securities must be clarified with the personal tax adviser.

Expenses and costs which are directly connected to income from the Securities which is subject to the special income tax rate of 27.5% are not deductible (sec. 20(2)(2) of the Austrian Income Tax Act). The acquisition costs of Securities held as business assets may also include ancillary costs incurred upon the acquisition (sec. 27a(4)(2) of the Austrian Income Tax Act).

Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, impairment to the lower fair market value and losses from the sale, redemption and other realisation of financial assets, derivatives and cryptocurrencies in the sense of sec. 27(3) to (4a) of the Austrian Income Tax Act, which are subject to the special tax rates of 27.5% or 25%, are primarily to be set off against income from realised increases in value of such financial assets, derivatives and cryptocurrencies and with appreciations in value of such assets within the same business unit (*Wirtschaftsgüter desselben Betriebes*); only 55% of the remaining negative difference may be set off against other types of income (and carried forward).

Corporations and Private Foundations

Corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on income from the Securities at a rate of 23%.

In case of investment income with an Austrian nexus (as described above) the income is subject to a withholding tax of 27.5%, which may be reduced to 23% in case a corporation is the beneficial recipient of such income. Such withholding tax can be credited against the corporate income tax liability. However, no withholding tax is levied pursuant to sec. 94(5) and (12) of the Austrian Income Tax Act if certain conditions are met. Income from the sale of the Securities is subject to corporate income tax of 23%. Losses from the sale of the Securities can be set off against other income (and carried forward).

Expenses and costs which are directly connected to income from the Securities are generally tax deductible. The acquisition costs of Securities may also include ancillary costs incurred upon the acquisition.

Private foundations pursuant to the Austrian Private Foundations Act fulfilling the prerequisites contained in sec. 13(3) of the Austrian Corporate Income Tax Act and holding the Securities as a non-business asset are subject to interim taxation at a rate of 23% for calendar years 2024 and 2025 and 27.5% for calendar years from 2026 onwards on interest income, income from realised increases in value and income from derivatives (*inter alia*, if the latter are in the form of securities; or in case of non-securitized derivatives if the custodian or paying agent voluntarily withholds the tax at source pursuant to sec. 27a(2)(7) of the Austrian Income Tax Act) (sec. 13(3)(1) in connection with sec. 22(2) of the Austrian Corporate Income Tax Act). Interim tax does not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the tax period. In case of investment income with an Austrian nexus (as described above), income is in general subject to a withholding tax of 27.5%, which may be reduced to 23% in case a corporation is the beneficial recipient of such income. Such withholding tax can be credited against the tax falling due. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act, no withholding tax is levied.

Set-off of losses by an Austrian custodian agent

Pursuant to sec. 93(6) of the Austrian Income Tax Act, the Austrian custodian agent is obliged to automatically set off negative investment income against positive investment income, taking into account all of a taxpayer's bank deposits with the same custodian agent. If negative and at the same time or later in the same calendar year positive income is earned, then the negative income is to be set off against the positive income. If positive and later in the same calendar year negative income is earned, then the withholding tax on the positive income is to be credited, with such tax credit being limited to 27.5% of the negative income. In certain cases, the set-off is not

permissible. The custodian agent has to issue a tax certificate (*Steuerreporting*) to the recipient of investment income upon request, which includes, inter alia, the amount of positive and negative investment income, the amount of negative income which has been set off with positive income, as well as the losses available for offsetting within the tax assessment (sec. 96(5) Austrian Income Tax Act).

Risk of qualification as units in a non-Austrian investment fund

Further, subject to certain conditions, the Securities may be re-qualified as units of a foreign investment fund in the meaning of sec. 188 of the Austrian Investment Funds Act. The term "foreign investment fund" comprises (i) undertakings for collective investment in transferable securities ("**UCITS**") the state of origin of which is not Austria, (ii) alternative investment funds ("**AIF**") pursuant to the Austrian Act on Alternative Investment Fund Managers (*Alternative Investmentfonds Manager-Gesetz*, "**AIFMG**") the state of origin of which is not Austria (except real estate AIFs), and (iii) undertakings subject to a foreign jurisdiction, irrespective of the legal form they are organized in, the assets of which are invested according to the principle of risk-spreading on the basis either of a statute, of the undertaking's articles or of customary exercise, if one of the following conditions is fulfilled: (a) the undertaking is factually, directly or indirectly, not subject to a corporate income tax in its state of residence that is comparable to Austrian corporate income tax; (b) the profits of the undertaking are in its state of residence subject to corporate income tax that is comparable to Austrian corporate income tax, at a rate of less than 13%; or (c) the undertaking is subject to a comprehensive personal or material tax exemption in its state of residence. In order to assess whether the undertaking invests according to the principle of risk-spreading, an economic approach applies (substance over form). The Austrian tax authorities consider it as an indication that no foreign investment fund is given if the lack of an investment strategy precludes the qualification of an investment structure as an AIF because the competent regulatory authority qualifies the strategy as an entrepreneurial strategy. According to the view of the Austrian tax authorities, an investment fund is in particular assumed if the issuer has an obligation to the investor how to invest the funds received or if it can influence the value of the underlying assets.

Uncertainties exist as to the precondition under which a foreign issuer must qualify as an AIF manager; regarding the definition of an AIF, the guidelines issued by the Austrian Financial Market Authority are applicable. Prospective investors are, therefore, advised to consult their tax advisors to obtain further information about the interpretation of the law and the application of the law by the tax authorities in this regard.

In case of a qualification as a foreign investment fund, the tax consequences would substantially differ from those described above, since a special (modified) tax transparency regime would in such case be applied for Austrian tax purposes. Pursuant to such principle, generally both distributions as well as at least a certain part of the retained income could be subject to Austrian (corporate) income tax.

Austrian inheritance and gift tax

Austria does not levy inheritance or gift tax.

However, it should be noted that certain gratuitous transfers of assets to (Austrian or foreign) private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) are subject to a foundation transfer tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Tax Act (*Stiftungseingangssteuergesetz*). Such tax is triggered if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Certain exemptions apply in case of a transfer *mortis causa* of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to the special tax rate of 25% or 27.5%. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate is currently in general 3.5%, with a higher rate of 25% applying in special cases.

In addition, a special notification obligation exists for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles. The notification obligation applies if the donor and/or the donee have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may lead to the levying of fines of up to 10% of the fair market value of the assets transferred.

Further, it should be noted that gratuitous transfers of the Securities may trigger income tax on the level of the transferor pursuant to sec. 27(6) of the Austrian Income Tax Act (see above).

BELGIAN TAXATION

The following summary describes the principal Belgian tax considerations with respect to the holding of Securities obtained by an investor in Belgium. This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Securities. This summary is based on Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this Base Prospectus, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect. This summary does not describe the tax consequences for a holder of Securities that are redeemable in exchange for, or convertible into assets, of the exercise, settlement or redemption of such Securities or any tax consequences after the moment of exercise, settlement or redemption.

Each prospective holder of Securities should consult a professional adviser with respect to the tax consequences of an investment in the Securities, taking into account the influence of each regional, local or national law.

Belgian Withholding Tax

Under Belgian tax law, "interest" income includes: (i) periodic interest income; (ii) any amount paid by the Issuer in excess of the issue price (whether or not on the maturity date); and (iii) if the Securities qualify as "fixed income securities" (in the meaning of Article 2, §1, 8° of the Belgian Income Tax Code 1992), in the case of a realisation of the Securities between two interest payment dates, the interest accrued during the holding period. "Fixed income securities" include Securities where there is a causal link between the amount of interest income and the holding period of the Securities, on the basis of which it is possible to calculate the amount of pro rata interest income at the moment of the sale of the Securities during their lifetime. Further, on 25 January 2013, the Belgian tax authorities issued a circular letter on the tax treatment of income from structured products the return of which is linked to an underlying value (share basket, index, etc.) and the terms and conditions of which include one or more of the following features: (a) a (conditional) minimum return; (b) capital protection; (c) a periodic coupon payment; and (d) determination of income at an intermediary stage using a "ratchet" system. The circular letter takes the position that such structured products qualify as "fixed income securities" and sets out a (somewhat unclear) formula to calculate the pro rata of accrued interest. It is debatable whether the general statements made in the circular letter are in line with Belgian tax legislation.

Payments of interest on the Securities made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes) subject to such reductions or exemptions as may be available under Belgian domestic or treaty law.

Belgian Income Tax rules applicable to natural persons resident in Belgium

For Belgian resident individuals, i.e., natural persons who are subject to Belgian personal income tax ("*Personenbelasting*" / "*Impôt des personnes physiques*"), the 30 per cent. Belgian withholding tax constitutes the final income tax. This means that they do not have to declare any interest obtained on the Securities in their personal income tax return, provided withholding tax was levied on these interest payments. Nevertheless, Belgian resident individuals may elect to declare any interest received on Securities in their personal income tax return. Also, if no Belgian withholding tax has been withheld (e.g. because the interest is paid outside Belgium without the intervention of a Belgian paying agent or because it concerns the pro rata of accrued interest in the case of a sale of the Securities), any interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return. Interest income which is declared in this way will in principle be taxed at a flat rate of 30 per cent. (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, if this results in lower taxation) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the personal income tax liability.

Capital gains realised upon the sale of the Securities are subject to a 10 per cent. tax on capital gains to the extent that those capital gains are realised within the framework of the normal management of their private estate, unless such capital gains qualify as movable income within the meaning of Article 96/2, 6° of the Belgian Income Tax Code 1992. Capital gains qualifying as interest (as defined above in the section entitled "*Belgian Withholding Tax*") therefore should not be subject to this 10 per cent. tax on capital gains. Certain exemptions are available, including an annual exemption up to EUR 4,855, which may be increased by up to EUR 480 for each year in which the exemption is not (fully) utilized, up to a maximum of EUR 2,426 (amounts to be indexed).

Capital losses realised on the disposal of the Securities are deductible from capital gains realised in the same taxable year, by the same taxpayer and within the same 'category' of taxable capital gains on financial assets.

In principle, such capital gains will be levied by means of a withholding mechanism applied at the level of Belgian financial intermediaries involved in the payment following the disposal of the Securities. Where withholding tax is applied in this way, it fully discharges the individual's personal income tax liability in respect of those capital gains, and the individual is not required to report them in their personal income tax return. It should be noted, however, that the financial intermediary will not apply any exemptions or set off any available capital losses when deducting the withholding tax.

Belgian tax resident individuals may, however, elect to apply an *opt-out* mechanism, in which case the relevant financial intermediary will no longer be obliged to deduct withholding tax. Where an individual has elected to opt out, or where no withholding tax has otherwise been deducted, the individual is required to report the capital gains on the Securities in their personal income tax return. In addition, Belgian tax resident individuals may elect to declare the capital gains in their personal income tax return even where withholding tax has been applied by the financial intermediary, in order to claim certain available exemptions or the set-off of capital losses.

The withholding and *opt-out* mechanisms described above will be introduced gradually throughout 2026.

Other tax rules apply to Belgian resident individuals holding the Securities not as a private investment but in the framework of their professional activity or when the transactions with respect to the Securities fall outside the scope of the normal management of their own private estate or to the extent that the capital gains qualify as interest (as defined above in the section entitled "Belgian Withholding Tax").

Belgian Income Tax rules applicable to Belgian resident corporations

Interest derived by Belgian corporate investors (i.e. corporations subject to Belgian corporate income tax) ("*Vennootschapsbelasting*" / "*Impôt des sociétés*") on the Securities and capital gains realised on the disposal or settlement of the Securities will in principle be subject to Belgian corporate income tax at the rate of in principle 25 per cent.. Subject to certain conditions, small companies (as defined in Article 1:24, § 1 to § 6 of the Belgian Companies and Associations Code) are taxable at the reduced corporate income tax rate of 20% on the first tranche of taxable profits of EUR 100,000.

If non-Belgian withholding tax has been levied on the interest, a foreign tax credit may be applied against the Belgian tax due. The foreign tax credit is determined by reference to a fraction where the numerator is equal to the rate of the foreign tax with a maximum of 15 and the denominator is equal to 100 minus the amount of the numerator (with a number of additional limitations).

Capital losses on the Securities are in principle tax deductible.

For Belgian resident corporations, interest payments on the Securities (except for Securities which are zero coupon securities or which provide for the capitalisation of interest) made through a paying agent in Belgium may under certain specific circumstances be exempt from withholding tax, provided a special attestation is delivered. The Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Other tax rules apply to investment companies within the meaning of Article 185bis of the Belgian Income Tax Code 1992.

Belgian Income Tax rules applicable to organisations for financing pensions

Interest derived on the Securities and capital gains realised on the Securities will not be subject to Belgian Corporate Income Tax in the hands of Belgian Organisations for Financing Pensions ("**OFPs**"). Capital losses incurred by OFPs on the Securities will not be tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied on the Securities is creditable against the Belgian corporate income tax and refundable in accordance with the applicable legal provisions.

Belgian Income Tax rules applicable to other Belgian legal entities

Legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting*" / "*impôt des personnes morales*"), are subject to the following tax treatment in Belgium with respect to the Securities.

Payments of interest (as defined in the section entitled "*Belgian Withholding Tax*") on the Securities made through a paying agent in Belgium will in principle be subject to a 30 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest. However, if no Belgian withholding tax has been withheld (e.g. because the interest is paid outside Belgium without the intervention of a Belgian paying agent or because it concerns the pro rata of accrued interest in the case of a sale of the Securities), the legal entity itself is liable to declare the interest to the Belgian tax administration and to pay the 30 per cent. withholding tax to the Belgian treasury.

Capital gains realised on the Securities (which do not qualify as interest) are subject to a 10 per cent. tax on capital gains, unless such non-corporate legal entity qualifies as an exempt entity within the meaning of Article 14533, §1 of the Belgian Income Tax Code 1992. Certain exemptions are available, including an annual exemption up to EUR 4,855, which may be increased by up to EUR 480 for each year in which the exemption is not (fully) utilized, up to a maximum of EUR 2,426 (amounts to be indexed).

Capital losses realised on the disposal of the Securities would be deductible from capital gains realised in the same taxable year, by the same taxpayer and within the same 'category' of taxable capital gains on financial assets.

Belgian resident legal entities are themselves responsible for the deduction and payment of any withholding tax on such capital gains.

Belgian Income Tax rules applicable to non-residents of Belgium

The interest income (as defined in the section entitled "*Belgian Withholding Tax*") on the Securities paid to a Belgian non-resident outside of Belgium, i.e. without the intervention of a professional intermediary in Belgium, is not subject to Belgian withholding tax. Interest income on the Securities paid through a Belgian professional intermediary will in principle be subject to a 30 per cent. Belgian withholding tax, unless the holder is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. Nevertheless, interest income paid through a professional intermediary established in Belgium will be made without deduction of Belgian Withholding Tax, provided that such professional intermediary qualifies as a recognised credit institution, exchange company or clearing or settlement institution and pays such interest to certain qualifying credit institutions, financial intermediaries, clearing and settlement institutions or portfolio management companies established outside of Belgium, referred to in Article 261, § 4 of the Belgian Income Tax Code 1992 ("**Qualifying Intermediaries**"). Payments of interest to non-Qualifying Intermediaries collected through a professional intermediary established in Belgium will also be made without deduction of Belgian Withholding Tax, provided that interest is paid through a Belgian credit institution, a Belgian stock market company or a Belgian clearing or settlement institution and provided that such non-Qualifying Intermediary delivers an affidavit to the intermediary in which it certifies that the beneficial owners (i) are non-residents for Belgian income tax purposes, (ii) have not held the Securities as part of a taxable business activity in Belgium, and (iii) are the legal owner, or hold the usufruct of the Securities.

Non-resident holders using the Securities to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident corporations (see above).

Non-resident holders who do not allocate the Securities to a professional activity in Belgium are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax.

Belgian tax on stock exchange transactions

The purchase and sale of the Securities on the secondary market that is (i) either entered into or carried out in Belgium through a professional intermediary or (ii) deemed to be carried out in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by a private individual with habitual residence in Belgium or by a legal entity for the account of its seat or establishment in Belgium (both referred to as a "**Belgian Investor**"), will be subject to a tax on stock exchange transactions ("*taks op beursverrichtingen*" / "*taxe sur les opérations de bourse*"). The tax is generally due at a rate of 0.12 per cent. for transactions in debt instruments and at a rate of 0.35 per cent. for transactions in other securities which are not capitalisation shares, with a maximum amount per transaction and per party of €1,300 for debt instruments and €1,600 for other securities which are not capitalisation shares. The tax is due separately from each of the seller/transferor and the purchaser/transferee and is collected by the professional intermediary.

If the professional intermediary is established outside Belgium, the tax on stock exchange transactions is due by the ordering private individual or legal entity (who will be responsible for the filing of a stock exchange tax return

and for the timely payment of the amount of stock exchange tax due) unless that individual or entity can demonstrate that the tax on stock exchange transactions due has already been paid by the professional intermediary established outside Belgium. In the latter case, the foreign professional intermediary also has to provide each client (which gives such intermediary an order) with a qualifying order statement (*borderel/bordereau*), at the latest on the business day after the day on which the relevant transaction was realised. The qualifying order statements must be numbered in series and duplicates must be retained by the financial intermediary. A duplicate can be replaced by a qualifying agent day-to-day listing, numbered in series. Alternatively, professional intermediaries established outside Belgium have the possibility to appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities (a "**Stock Exchange Tax Representative**"). Such Stock Exchange Tax Representative will then be liable toward the Belgian Treasury for the tax on stock exchange transactions on behalf of clients that fall within one of the aforementioned categories (provided that these clients do not qualify as exempt persons for stock exchange tax purposes – see below) and to comply with the reporting obligations and the obligations relating to the order statement (*borderel/bordereau*) in that respect. If such a Stock Exchange Tax Representative would have paid the tax on stock exchange transactions due, the Belgian Investor will, as per the above, no longer be the statutory debtor of the tax on stock exchange transactions.

However, tax on stock exchange transactions will not be payable by exempt persons acting for their own account, including investors who are Belgian non-residents provided they deliver an attestation to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in Article 126¹, 2° of the Code of various duties and taxes ("*Wetboek diverse rechten en taksen*" / "*Code des droits et taxes divers*").

Belgian Annual tax on securities accounts

An annual tax on securities accounts ("*jaarlijkse taks op de effectenrekeningen*" / "*taxe annuelle sur les comptes-titres*") is levied on securities accounts with an average value, over a period of twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year, higher than EUR 1 million.

The tax is equal to 0.30 per cent. of the average value of the securities accounts during a reference period. The reference period normally runs from 1 October to 30 September of the subsequent year. The taxable base is determined based on four reference dates: 31 December, 31 March, 30 June and 30 September. The amount of the tax is limited to 10 per cent. of the difference between the taxable base and the threshold of EUR 1 million.

The tax targets securities accounts held by resident individuals, companies and legal entities, irrespective as to whether these accounts are held with a financial intermediary which is established or located in Belgium or abroad. The tax also applies to securities accounts held by non-resident individuals, companies and legal entities with a financial intermediary established or located in Belgium. Belgian establishments from non-residents are however treated as Belgian residents for purposes of the annual tax on securities accounts so that both Belgian and foreign securities accounts fall within the scope of this tax. Note that pursuant to certain double tax treaties, Belgium has no right to tax capital. Hence, to the extent the annual tax on securities accounts is viewed as a tax on capital within the meaning of these double tax treaties, treaty protection may, subject to certain conditions, be claimed.

Each securities account is assessed separately. When multiple holders hold a securities account, each holder is jointly and severally liable for the payment of the tax and each holder may fulfil the declaration requirements for all holders.

There are various exemptions, such as securities accounts held by specific types of regulated entities for their own account.

A financial intermediary is defined as (i) the National Bank of Belgium, the European Central Bank and foreign central banks performing similar functions, (ii) a central securities depository included in Article 198/1, §6, 12° of the Belgian Income Tax Code 1992, (iii) a credit institution or a stockbroking firm as defined by Article 1, §3 of the Law of 25 April 2014 on the status and supervision of credit institutions and investment companies (currently defined by, respectively, Article 1, §3 of the Belgian law of 25 April 2014 on the status and supervision of credit institutions and Article 2 of the Belgian law of 20 July 2022 on the status and supervision of stockbroking firms and containing various provisions) and (iv) the investment companies as defined by Article 3, §1 of the Law of 25 October 2016 on access to the activity of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are, pursuant to national law, admitted to hold financial instruments for the account of customers.

The annual tax on securities accounts is in principle due by the financial intermediary established or located in Belgium. Otherwise, the annual tax on securities accounts needs to be declared and is due by the holder of the securities accounts itself, unless the holder provides evidence that the annual tax on securities accounts has already been withheld, declared and paid by an intermediary which is not established or located in Belgium. In that respect, intermediaries located or established outside of Belgium could appoint an annual tax on securities accounts representative in Belgium. Such a representative is then liable towards the Belgian Treasury (*Thesaurie/Trésorerie*) for the annual tax on securities accounts due and for complying with certain reporting obligations in that respect. If the holder of the securities accounts itself is liable for reporting obligations (e.g. when a Belgian resident holds a securities account abroad with an average value higher than EUR 1 million), the deadline for filing the tax return for the annual tax on securities accounts is 15 July of the year following the end of the reference period. In the latter case, the annual tax on securities accounts must be paid by the taxpayer on 31 August of the year following the year on which the tax was calculated, at the latest.

The law also provides for a general anti-abuse provision.

Investors should be aware that, as of 29 July 2025, two rebuttable presumptions of abuse apply to certain transactions involving securities accounts with a value exceeding EUR 1 million prior to the transaction. Both (i) the conversion of dematerialised financial instruments into registered instruments, and (ii) the transfer of (part of) financial instruments to another securities account held (alone or jointly) by the same person, will in principle not be opposable to the Belgian tax administration unless the taxpayer can demonstrate that such conversion or transfer was principally justified by motives other than tax avoidance.

Prospective holders of Securities are advised to follow up and seek their own professional advice in relation to the annual tax on securities accounts and the possible impact thereof on their own personal tax position.

Exchange of information

The exchange of information is governed by the Common Reporting Standard ("CRS"). As of 13 March 2025, the total of jurisdictions that have signed the multilateral competent authority agreement on the automatic exchange of financial account information ("MCAA"), amounted to 126. The MCAA is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications.

Council Directive 2011/16/EU on administrative cooperation in the field of taxation, as amended by the Directive on Administrative Cooperation (2014/107/EU) of 9 December 2014 ("DAC2"), implemented the exchange of information based on the CRS within the EU. The CRS has been transposed in Belgium by the Law of 16 December 2015.

Under CRS, financial institutions resident in a CRS country are required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

BULGARIAN TAXATION

The following is a general description of certain tax considerations related to the Securities. It does not purport to be a complete analysis of all tax considerations relating to the Securities. Prospective investors in the Securities should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes of acquiring, holding and disposing of the Securities and receiving payments under the Securities.

This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

I. Bulgarian Tax Residence of the Holders of Securities

From a Bulgarian tax perspective the mere acquisition, holding or disposal of the Securities would not qualify a foreign corporate or individual holder as a Bulgarian tax resident.

In order to qualify for tax purposes under Bulgarian law as a Bulgarian tax resident a corporate investor should either (i) be incorporated in the Republic of Bulgaria under the applicable Bulgarian laws or (ii) be an entity established under Council Regulation (EC) №2157/2001 or (iii) be a cooperative society established under Council Regulation (EC) 1435/2003, in case its registered office is within Bulgaria and it is entered in a Bulgarian register.

An individual investor will qualify as a Bulgarian tax resident, without regard to its citizenship, in the event that he or she (i) has a permanent address in the Republic of Bulgaria; (ii) resides in the Republic of Bulgaria for more than 183 days during each twelve month period, (iii) has been sent abroad by the Bulgarian state, its authorities or organisations or by Bulgarian enterprises, or (iv) has a centre of vital interest in the Republic of Bulgaria.

II. Tax on Income under Securities paid to Legal Entities

2.1. Principal and Interest

Payment of principal on the Securities to a legal entity is not subject to taxation in Bulgaria.

Interest on the Securities received by a legal entity, which is a Bulgarian tax resident, or which is a non-Bulgarian tax resident but acting through a permanent establishment in Bulgaria, is included in the corporate income taxable base of the recipient and is subject to corporate income tax in Bulgaria at the rate of 10 per cent.

Interest on Securities (only to the extent paid by a Bulgarian resident Issuer), when admitted to trading on a Regulated Market (as defined in MiFID II and national law), received by a legal entity, which is a non-Bulgarian tax resident (unless acting through a permanent establishment), irrespective of the place where it is established for tax purposes, is exempt from taxation in Bulgaria.

2.2. Dividends

Dividends payable under any Securities to Bulgarian tax resident legal entities would not be recognized as taxable income, where paid by a EU/EEA-based non-resident company (including by a Bulgarian company). In all other cases such dividends would be included in the overall general business income of the resident legal entities, subject to tax at the general tax rate of 10 per cent.

Dividends payable under any Securities (only to the extent paid by a Bulgarian resident Issuer) to non-Bulgarian tax resident legal entities would be exempt from Bulgarian taxation when paid to EU/EEA-resident legal entities. Dividends payable under any Securities (only to the extent paid by a Bulgarian resident Issuer) to other non-resident legal entities would be subject to withholding tax of 5 per cent, unless any treaty relief is applied.

2.3. Capital Gains

Capital gains from the sale or exchange of Securities received by a legal entity, which is a Bulgarian tax resident, or which is a non-Bulgarian tax resident acting through a permanent establishment in Bulgaria, is included in the corporate income taxable base of the recipient and is subject to corporate income tax in Bulgaria at the rate of 10 per cent.

If the capital gains derive from the sale or exchange of Securities, admitted to trading on a Regulated Market (as defined in MiFID II and national law), they would not represent taxable income for corporate income tax purposes, if such sale qualifies as 'disposal of financial instruments' within the meaning of Bulgarian Corporate Income Tax Act, where the latter definition lists specific categories of instruments covered.

For the purposes of said exemption 'disposal of financial instruments' is defined to include: (i) transactions with shares in collective investment schemes and national investment funds (as defined by law), and with shares, warrants (meaning instruments granting their holder the right to subscribe shares upon capital increase) and state-issued securities carried out on a Regulated Market or a growth market; (ii) transactions completed under the terms and procedures for re-purchase by collective investment schemes admitted for offering in Bulgaria or in another EU Member State or EEA party; (iii) transactions completed under the terms and procedures for re-purchase (including distribution of money upon liquidation of a closed-type national investment fund) by national investment funds admitted for offering in Bulgaria; (iv) transactions completed under the terms and procedures for takeover bids regulated under the Bulgarian Public Offering of Securities Act, or for similar transaction in another EU Member State or EEA party; (v) transactions with shares carried out on a third-country market deemed equivalent to a Regulated Market.

Capital gains from the sale or exchange of Securities (only to the extent related to a Bulgarian resident Issuer) realised by a legal entity, which is a non-Bulgarian tax resident (unless acting through a permanent establishment), irrespective of the place where it is established for tax purposes, are subject to a one-time withholding tax in Bulgaria at the rate of 10 per cent (unless treaty relief applies). Such tax on (Bulgaria-sourced) capital gains is payable by the recipient of the income. The tax is levied on the positive difference between the sale price and the documented acquisition price. The tax on capital gains is to be reported in a tax return and paid by such non-resident legal entity before the end of the month following the quarter in which the respective income is received.

III. Tax on Income under Securities paid to Individuals

3.1. Principal and Interest

Payment of principal on the Securities to individuals is not subject to taxation in Bulgaria.

As regards individual investors from Bulgaria, the interest income from the Securities (Notes, to the extent issued by EU/EEA-regulated Issuer), irrespective of whether the Securities are traded on a Regulated Market or not, received by a Bulgarian tax resident is tax exempt in Bulgaria.

Interest income under the Securities payable to non-resident individuals would not be subject to any Bulgarian taxation, to the extent the Issuers are not Bulgarian companies.

3.2. Dividends

Dividends payable under Securities to Bulgarian tax resident individuals by non-resident companies or by Bulgarian resident companies would be subject to Bulgarian final personal income tax of 5 per cent (unless any treaty relief is applied).

Dividends payable under Securities (only to the extent paid by a Bulgarian resident Issuer) to non-resident individuals would be subject to 5 per cent withholding tax, unless any treaty relief available is applied.

3.3. Capital Gains

The capital gains income of Bulgarian tax resident individuals, which is derived from transfer of the Securities, is subject to personal income tax at 10 per cent, as part of their overall annual personal income.

No such taxation would apply for income from transfer of Securities traded on a Regulated Market, if such transfer qualifies as 'disposal of financial instruments' within the meaning of Bulgarian Personal Income Tax Act, where the latter definition lists specific categories of instruments covered.

For the purposes of said exemption 'disposal of financial instruments' is defined to include: (i) transactions with shares in collective investment schemes and national investment funds (as defined by law), and with shares, warrants (meaning instruments granting their holder the right to subscribe shares upon capital increase) and state-issued securities carried out on a Regulated Market or a growth market; (ii) transactions completed under the terms and procedures for re-purchase by collective investment schemes admitted for offering in Bulgaria or in another EU Member State or EEA party; (iii) transactions completed under the terms and procedures for re-

purchase (including distribution of money upon liquidation of a closed-type national investment fund) by national investment funds admitted for offering in Bulgaria; (iv) transactions completed under the terms and procedures for takeover bids regulated under the Bulgarian Public Offering of Securities Act, or for similar transaction in another EU Member State or EEA party.

In the case of non-resident individuals, the income realised from transactions with the Securities would be subject to Bulgarian withholding taxation of 10 per cent only to the extent related to a Bulgarian resident Issuer. No such taxation would apply for income from transfer of Securities traded on a Regulated Market or a growth market and paid to EU/EEA resident individuals (subject to the coverage of 'disposal of financial instruments described above').

3.4. *Special Treatment of Sole Proprietors*

An individual who is a Bulgarian tax resident and, with regards to the Securities, is acting as sole proprietor for the purposes of Bulgaria's Commercial Act (sole proprietors are subject to registration with the Commercial Register, but the treatment applies even if unregistered), is subject to taxation for any interest or capital gains as a legal entity at the rate of 15 per cent.

IV. *Bilateral Treaties for Avoidance of Double Taxation*

As at the date of this Prospectus, Bulgaria is party to some 70 bilateral treaties on the avoidance of double taxation. In cases where Bulgarian law imposes tax on interest received, or dividends, or capital gains realised in relation to the Securities (see sections II and III above), these treaties may provide different forms of tax relief. The application of any treaty relief in Bulgaria in respect of Bulgarian-sourced income exceeding EUR 255,645.94 for the calendar year is subject to obtaining tax clearance from Bulgaria's National Revenue Agency under a special procedure that requires the filing of standard forms and tax residence certificates following receipt of the relevant income and before the deadline for payment of tax. The clearance statement should be issued within a 60-day term, where the expiry of such term without any refusal is deemed a tacit approval of treaty relief application. If the income does not exceed EUR 255,645.94 for the relevant calendar year, the grounds for the application of the treaties must be certified to the payer of the income. Treaty benefits may also be claimed in the course of a tax refund procedure in case the final tax was already withheld by the payer.

Prospective investors in the Securities should consult their own tax advisers with regard to the applicability and effect of such treaties, and to treaty clearance procedures.

V. *Other Taxation*

5.1. *Inheritance and Gift Tax*

Under Bulgarian tax law, in the case where an individual holder of Securities is a Bulgarian citizen, the Securities should be included in his taxable inheritance estate. If the holder is not a Bulgarian citizen, no Bulgarian inheritance tax could apply on the transfer of the Securities upon death of holder of Securities.

Bulgarian gift tax of up to 5 per cent may be due on a gift or donation of Securities, if the gift is made or received by a Bulgarian tax resident.

5.2. *VAT, Stamp Duty or other Transfer Tax*

No Bulgarian VAT, stamp duty, registration, transfer, financial tax or similar tax is payable in connection with the acquisition, ownership, sale or disposition of the Securities by Bulgarian or non-Bulgarian resident investors in the Securities.

CROATIAN TAXATION

The following is a general description of certain Croatian tax considerations in connection with the acquisition, holding, and disposal of the Securities. This summary is based on Croatian tax law and practice in effect as of the date of this Base Prospectus and is subject to changes in such laws and practices, including changes that could have a retroactive effect. The summary does not purport to be a comprehensive description of all Croatian tax considerations that may be relevant to a decision to acquire, hold, or dispose of the Securities. The information below is of general nature and does not constitute either legal or tax advice. It does not take into account the specific circumstances of individual investors or the potential application of tax treaties or other special regimes. This summary assumes that the investors are the absolute beneficial owners of the Securities and that they do not carry on business activities through a permanent establishment in Croatia unless otherwise indicated. The Croatian tax treatment of each investor may vary depending on the investor's personal circumstances and the specific characteristics of the Securities.

Tax Residency

Corporate income taxpayers in the Republic of Croatia include companies and other legal or natural persons who are residents of the Republic of Croatia and who independently and continuously carry out an economic activity with the purpose of generating profit, income, revenue, or other economically relevant benefits. Additionally, foreign entrepreneurs operating in Croatia through their business units have to pay corporate income tax on income earned in the Republic of Croatia.

Natural persons who keep financial records according to the rules for independent activities, i.e., those who operate as craftsmen, freelancers, or performers of other forms of independent work, may choose to pay corporate income tax instead of personal income tax. If such natural person generates receipts above the prescribed threshold in the previous year, they automatically switch to the corporate income tax system.

On the other hand, natural persons who earn personal income, whether from employment, leasing, capital, independent activities, or other sources, are in the personal income tax system. A tax resident of the Republic of Croatia is a person who has residence or habitual residence in Croatia, as well as a person who, although without residence or habitual residence in Croatia, receives a salary from the state budget of the Republic of Croatia based on employment in the Croatian civil service. A tax non-resident is a natural person who has neither residence nor habitual residence in Croatia but earns income in Croatia which is taxable according to the law. Residents are taxed on their entire worldwide income, i.e., income earned both in Croatia and abroad (principle of worldwide income), whereas non-residents are taxed only on income earned in Croatia (principle of domestic income).

The Croatian tax system is based on the principles of residency and source of income, but it should be noted that exceptions and deviations from general taxation rules prescribed by domestic legislation may exist. Thus, Croatia's right to tax may be limited by the application of international double taxation treaties, which prescribe different methods of taxing certain types of income or special categories of taxpayers. Therefore, when determining the tax base and the corresponding tax obligation, in addition to national regulations, relevant international treaties and special rules relating to specific income sources must be considered.

Personal Income Tax - Private Investors

A taxpayer under the Personal Income Tax Act is a natural person who earns income. The taxable income of a resident includes income from employment, independent activities, property and property rights, capital, and other types of income prescribed by law, which the resident earns domestically and abroad, according to the principle of worldwide income. On the other hand, the taxable income of a non-resident consists of income earned in Croatia, i.e., domestically, according to the principle of domestic income.

Capital gains (as part of income from capital) earned by a natural person taxpayer, which arise from the disposal of financial assets, are subject to taxation by capital income tax. Financial assets include transferable Securities and structured products, as well as shares in trading companies and in other forms of associations with similar characteristics, money market instruments, units in collective investment undertakings, derivatives, proportional parts of liquidation assets in case of liquidation of an investment fund, and other receipts from shares in cases of liquidation, termination, or withdrawal.

The tax base for capital gains is determined as the positive difference between the disposal value – either the agreed sale price or the market value in the case of non-transfer transactions – and the acquisition value. The FIFO (first-in, first-out) method is applied in this case. In special cases such as gifts, inheritance, or status changes,

the acquisition date and value of the predecessor may be taken as the acquisition date and value. A tax rate of 12% applies to such capital income.

The tax obligation arises at the moment of transfer of ownership of the financial asset, whether it is a sale, exchange, gift, or other form of transfer. Some transactions are exempt from taxation. For example, tax is not paid on transfers of shares from one to another voluntary pension fund, nor on exchanges of securities of the same issuer that do not change capital relations among members or the basic capital. The same applies to exchanges of Securities or shares in trading companies in cases of status changes where no cash flow occurs and continuity of asset acquisition is ensured, as well as stock splits that do not change the basic capital or that result in cash effects. Exchanges of shares between sub-funds within the same umbrella fund or between funds managed by the same management company are also non-taxable, provided continuity of acquisition is ensured. Exceptions also apply to redemptions of shares in the Croatian Homeland War Veterans Fund, as well as to disposals of debt Securities and money market instruments issued by the Republic of Croatia and local and regional government units.

Furthermore, capital gains are not taxable if the financial asset is disposed of after two years following the date of acquisition. In cases of gifts, inheritance, or transfers among close family members, the tax obligation does not arise at the moment of transfer. However, if the recipient disposes of such property within two years following the date the predecessor acquired it, it is considered capital income, and the acquisition date for tax purposes is the date when the previous owner acquired the asset.

Capital losses can only be used to offset capital gains realized within the same calendar year, up to the amount of the realized tax base. All related costs charged to the taxpayer are included in the capital loss, while excess losses cannot be carried forward to subsequent periods or used to reduce other types of income.

The obligation to calculate, report, and pay tax on capital gains lies with the natural person and must be fulfilled by the last day of February of the year following the year in which the gain was realized. If a financial asset is held with a domestic financial intermediary, such as a bank, investment firm, or portfolio manager, that intermediary may, by prior agreement, assume the obligation to report and pay tax on behalf of the taxpayer. The taxpayer may also authorize the Central Clearing Depository Company (SKDD) to calculate and report the tax obligation on their behalf, whereby intermediaries and taxpayers must provide SKDD with all relevant data for the previous calendar year by 15 January of the current year. SKDD calculates the tax and informs the taxpayer by 31 January, whereas the final payment must be made by the end of February.

If capital income is not reported or is reported at an amount lower than the market value, the Tax Administration is authorized to determine the tax obligation based on market prices.

Capital income also includes interest income on Securities, including those earned from investments in investment funds, except when these are taxed as profit shares. Exceptionally, interest earned from investments in bonds, as well as debt Securities and money market instruments issued by the Republic of Croatia and local and regional government units, is not subject to income tax. Other interest income from Securities is taxed as capital income according to the general rules. In this case the payer has to calculate, withhold, and pay withholding tax at a rate of 12% at the time of payment or crediting of interest.

Corporate Income Tax - Corporate Investors

Companies and other legal or natural persons who are subject to corporate income tax in the Republic of Croatia are taxed on any income derived from the holding, redemption, sale, or other transactions involving Securities. Such financial income or capital gains are included in the general corporate income tax base, which is determined in accordance with the applicable accounting standards and subsequently adjusted in the tax return to account for non-taxable income and non-deductible expenses. The standard corporate income tax rate is 10%, while the higher rate of 18% applies to entities whose revenues exceed EUR 1,000,000 in the relevant tax period.

Non-resident corporate investors may be subject to withholding tax (WHT) if they have profits earned from the holding or disposal of Securities. WHT is a tax imposed on profit generated by a non-resident in the Republic of Croatia. WHT is calculated and paid by the domestic payer of the fee subject to WHT, and the base for calculating this tax is the gross amount of the fee that the domestic payer pays to the non-resident foreign recipient.

Interest payments (also on Securities) are subject to WHT at a 15% rate, unless they relate to the following:

- merchandise loans for the procurement of goods used for the taxpayer's performance of business activity,
- loans given by a foreign bank or other financial institution,

– possessors of bonds, both state and corporate, that are foreign legal persons.

WHT on dividends and profit shares is applied at the rate of 10%. Croatia applies WHT at 25% on all the above-mentioned types of fees and services, as well as on market research services, tax consulting services, business consulting services, or auditing services when paid to non-residents from EU non-cooperative jurisdictions.

An exception to the general rule applies to interest payments to related companies from other EU member states. Such payments may be made without withholding tax if prescribed conditions are met. These conditions are taken from Council Directive 2003/49/EC on a common system of taxation applicable to interest and royalty payments between related companies of different member states.

For the purpose of applying these conditions, interest is considered income from any kind of receivables, whether these receivables are secured by collateral and whether or not they carry the right to participate in the debtor's profit. This especially includes income from Securities and income from bonds or promissory notes, including premiums and rewards related to these securities, bonds, and promissory notes. Interest due to late payment, i.e., default interest, is not considered interest in this sense.

Trading companies are considered related in the following cases: if the payer has a direct minimum share of 25% of the capital of the beneficial owner, if the beneficial owner has a direct minimum share of 25% of the payer's capital, or if a third trading company has a direct minimum share of 25% of the capital of both the payer and the beneficial owner, where the shares are between companies from EU member states. Furthermore, these criteria must be met continuously for at least 24 months.

Value Added Tax

In general, buy and sell transactions of Securities are not taxable under the Croatian Value Added Tax.

Inheritance and Gift Tax

In the Republic of Croatia, inheritance and gift taxation is regulated by the Act on Local Taxes, prescribing the basic rule of taxing Securities in the case of gifts or inheritance with inheritance and gift tax at a rate of 4% of the determined value of the gift. Inheritance and gifts tax shall not be paid on Securities if another tax is charged for them under special regulation.

CZECH REPUBLIC TAXATION

General

The information set out below summarises certain material Czech tax consequences of purchasing, holding and selling the Securities for holders who are Czech tax residents, beneficially own the income derived from the Securities, and, if they are individuals, have acquired and held the Securities as private investment and not as part of their business assets (the "**Czech Holders**" or individually a "**Czech Holder**").

This summary is of general nature only and is not intended to be, nor should it be construed to be, a comprehensive analysis of all Czech tax considerations that may be relevant to a decision to purchase the Securities. It is confined solely to the tax laws of the Czech Republic as in effect on the date of this Base Prospectus and their prevailing interpretations available on or before such date. All of the foregoing is subject to change, which could apply retroactively and could affect the continued validity of this summary.

The tax treatment of structured instruments like the Securities is largely uncertain in the Czech Republic, as there are no clear statutory, judicial or administrative authorities on this matter. Therefore, prospective Czech Holders of the Securities should consult their own tax advisors as to the consequences under the tax laws of the Czech Republic, as well as the tax laws of any jurisdiction where income from the Securities may be subject to taxation, with respect to the purchase, holding and sale of the Securities. Such advice should consider the relevance of the tax considerations discussed herein to their individual situation. No assurance can be given that the Czech tax authorities or the courts will agree with the tax treatment described herein.

Application of special bonds tax regime to the Securities

Czech income tax law provides for special rules governing the taxation of bonds. According to these rules, income from bonds (including similar debt securities issued under foreign law) is classified and taxed by reference to the Czech bonds regulations. However, these regulations do not recognize securities as bonds if the right to repayment of a specified amount linked to such securities is contingent, even partially, on the occurrence of a certain event. Therefore, except in cases where there is full capital protection – guaranteeing that an investor's initial investment will be returned upon redemption or maturity under all circumstances – it can be reasonably argued that this special tax regime does not encompass instruments with complex payoff structures, such as the Securities. This information assumes that the special bonds tax regime does not apply to the Securities.

Classification of Securities and income from them

This information assumes that, for Czech tax purposes, the Securities are treated as debt securities (other than bonds), and the income derived from them is categorized as interest income. Nevertheless, alternative treatments may also be applicable. Furthermore, even if the general characterization of the relevant Securities as debt is accepted, uncertainties may still exist regarding specific aspects of their tax treatment.

Czech interest income sourcing rules

Interest is considered as Czech source income only if it is paid by a Czech tax resident or by a Czech permanent establishment of a non-resident. Consequently, there may be uncertainty regarding whether the appointment of a paying agent or a similar entity in the Czech Republic could cause the interest to be deemed Czech source income, thereby subjecting it to withholding tax. However, it can be argued that the sourcing rules have not been designed to establish a paying-agent-based withholding tax system and that interest should be regarded as having a Czech source only if the relevant Issuer is a tax resident in the Czech Republic or has a permanent establishment there and there is an economic link between that permanent establishment and the Securities on which the interest is paid. This information assumes that none of the Issuers is either resident in the Czech Republic for tax purposes or has a permanent establishment there.

Czech income tax

- Withholding tax on interest payable by the Issuers

All payments of interest in respect of the Securities can be made by each of the Issuers without any deduction or withholding for or on account of any taxes imposed or assessed in the Czech Republic.

- Czech Holders – Individuals

The interest accruing on the Securities is subject to taxation in the Czech Republic when such interest is paid to the Czech Holders who are individuals.

The gross amount of interest income (including any tax withheld abroad and not reduced by any expenses) is treated as capital income. Such income is included in a general tax base of the Czech Holder which is subject to progressive personal income tax of 15 or 23 per cent., depending on the Czech Holder's income bracket (the higher rate applying on the tax base exceeding CZK 1,762,812 in 2026). However, the Czech Holders may decide to include the gross amount of interest into a separate tax base designated for taxation of certain foreign-sourced income in which case a flat personal income tax of 15% will apply. The Czech tax law does not provide for any unilateral foreign-tax credit or a similar arrangement and, therefore, any double taxation relief must be resolved solely according to an applicable Czech tax treaty, if any.

Unless exempt from tax, capital gains realized by Czech Holders upon sale of the Securities are subject to the above progressive personal income tax rates. Any loss will generally be treated as non-deductible, except where such loss is compensated by taxable gains on the sales of other securities in the same year and the income from the sale of the Securities is not tax-exempt.

Capital gains realized by a Czech Holder from the sale of the Securities are exempt from Czech personal income tax if:

- (a) the individual has held such Securities continuously for more than three years before their sale; or
- (b) the total gross income (i.e. not a gain) from the sale of securities (including the Securities) in a given calendar year does not exceed CZK 100,000.

If the income from the sale of the Securities is tax exempt and such income exceeds CZK 5,000,000 then the Czech Holder must report such income to the tax authorities.

- Czech Holders – Corporations (taxpayers other than individuals)

Interest derived from the Securities is included in the general tax base of the Czech Holder, which is subject to corporate income tax at a flat rate of 21 per cent., in 2026. The Czech Holders are generally required to recognize the interest in its profit and loss statement on an accrual (as opposed to cash) basis.

Capital gains realized upon the sale of the Securities are included in the general tax base, which is subject to corporate income tax at the flat rate of 21 per cent., in 2026. No exemption from tax is available and losses are generally tax deductible.

A specific regime may apply to certain corporations (e.g., pension funds, investment funds).

- Withholding obligations when purchasing the Securities on a secondary market

The Czech Holders, which include both individuals and corporations, may be required to withhold a tax security when purchasing the Securities. This withholding is calculated at a rate of 1% of the gross purchase price of the Securities and serves as a pre-payment towards the Czech tax liability that the non-resident seller may have to self-assess and report in their Czech income tax return on the income derived from the sale of the Securities.

However, the withholding requirement is triggered only when the Czech Holders acquire the Securities from sellers whose tax residency is outside the European Union or the European Economic Area. Additionally, the position may be further modified under any applicable tax treaty between the Czech Republic and the country of tax residence of the selling holder of the Securities.

Stamp, duty, transfer and other similar taxes

No Czech stamp duty, registration, transfer or similar taxes will be payable in connection with the acquisition, ownership, sale or disposal of the Securities by the Czech Holders.

DANISH TAXATION

The following is a general description of the taxation in Denmark of Securities according to the Danish tax laws in force at the date of this Base Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following general description does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as professional dealers in securities) may be subject to special rules. Potential investors are under all circumstances strongly recommended to contact their own tax adviser to clarify the individual consequences of their investment, holding and disposal of Securities. The Issuer makes no representations regarding the tax consequences of purchase, holding or disposal of the Securities.

Taxation at source

Under existing Danish tax laws no general withholding tax or coupon tax will apply to payments of interest or principal or other amounts due on the Securities, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to in The Danish Corporation Tax Act (in Danish "*Selskabsskatteloven*") of 13 March 2025 (as amended). This will not have any impact on Securityholders who are not in a relationship whereby they control, or are controlled by, the Issuer, or where the Securityholders and the Issuer are not controlled by the same group of shareholders.

Moreover, Danish withholding tax on payments of interest or principal or other amounts due on the Securities will not apply where the payment does not have a Danish source.

Resident Securityholders

Private individuals, including persons who are engaged in financial trade, companies and similar enterprises resident in Denmark for tax purposes or receiving interest on the Securities through their permanent establishment in Denmark are liable to pay tax on such interest.

Capital gains are taxable to individuals and corporate entities in accordance with the Danish Capital and Exchange Gains Act (in Danish "*Kursgevinstloven*") of 19 September 2025 (as amended) (the "**Act**"). Gains and losses on Securities held by corporate entities are generally taxed in accordance with a mark-to-market principle (in Danish "*lagerprincippet*"), i.e. on an unrealised basis. Gains and losses on Securities held by individuals are generally taxed on a realised basis and if the annual gains or losses do not exceed DKK 2,000, the gains or losses will be exempt from taxation. The net gains on Securities held by individuals are generally taxed as capital income at a rate of up to 42 per cent.

A variety of features regarding interest and principal may apply to the Securities. The applicable taxation of capital gains to corporate entities or individuals will depend on the features applicable to the Securities in question.

Structured securities can be designed in many ways and with many different underlying assets or in a way that the yield will depend on various index or currency flows. When structured securities are issued the following tax rules generally apply to the Securities.

Gains and losses on structured securities are generally treated as gains and losses on financial instruments in accordance with section 29(3) of the Act. However, there are exceptions – for example, securities which are adjusted in relation to developments in the consumer prices index (as computed by Statistics Denmark (in Danish "*Danmarks Statistik*")), the net consumer-price index or a similar index within the European Union or any of its member states.

The gains and losses on structured securities are calculated irrespective of the rules applying to the underlying asset.

Gains and losses on structured securities issued to both corporate entities and individuals are predominantly treated as taxable income in accordance with a mark-to-market principle (in Danish "*lagerprincippet*"), i.e. on an unrealised basis.

Corporate entities are generally able to deduct losses on structured securities, but individuals may only deduct losses on structured securities against gains on other financial instruments. However, in both cases, certain restrictions or exceptions apply.

Pension funds and other entities governed by the Danish Act on Taxation of Pension Yield (in Danish "*Pensionsafkastbeskatningsloven*") of 6 January 2023 (as amended) would, irrespective of realisation, be taxed on annual value increase or decrease of the Securities according to a mark-to-market principle (in Danish "*lagerprincippet*") as specifically laid down in the act. The yield is taxed at a flat rate of 15.3 per cent.

Non-Resident Securityholders

Under existing Danish tax laws, payments of interest or principal amounts to any non-resident Securityholders are not subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under "*Taxation at source*" above. Thus, no Danish withholding tax will be payable with respect to such payments and any capital gain realised upon the sale, exchange or retirement of a Security will not be subject to taxation in Denmark, other than in certain cases on payments in respect of controlled debt in relation to the Issuer as referred to under "*Taxation at source*" above.

This tax treatment applies solely to Securityholders who are not subject to full tax liability in Denmark, nor are included in a Danish joint taxation scheme and do not carry on business in Denmark through a permanent establishment.

FINNISH TAXATION

The following is a general description of certain tax considerations relating to Securities. The following description relates only to payments by the relevant Issuer or Guarantor to beneficial owners of the Securities and may not apply to certain classes of investors, such as tax exempt entities, entities deemed as controlled foreign companies, individuals holding their Securities as business assets and general or limited partnerships. It does not purport to be a complete analysis of all tax considerations relating to the Securities, whether in Finland or elsewhere. Prospective purchasers of Securities should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Securities and receiving payments of interest, principal and/or other amounts under the Securities and the consequences of such actions under the tax laws of those countries. This description is based upon the law as in effect and applied on the date of this Base Prospectus, as well as on the current tax practice, and is subject to any changes in laws and their interpretation that may take effect after such date, including changes with retroactive effect.

For the purpose of the Finnish tax consequences described herein, it is assumed that the relevant Issuer or Guarantor is neither a resident nor deemed to be a resident of Finland for Finnish tax purposes and that the relevant Issuer or Guarantor is not deemed to have a permanent establishment in Finland for Finnish tax purposes.

General

The scope of taxation in Finland is defined by the tax liability position of a taxpayer. Finnish residents for taxation purposes are subject to taxation in Finland on their worldwide income. Persons that are not resident in Finland for taxation purposes and are not deemed to have a permanent establishment in Finland for Finnish tax purposes are subject to taxation in Finland solely in respect of their Finnish source income.

Generally, an individual is deemed to be a Finnish resident for taxation purposes if the individual continuously stays in Finland for more than six consecutive months or if the permanent home and abode of the individual is in Finland. A citizen of Finland who has moved abroad is regarded as resident for Finnish taxation purposes until three years have passed after the end of the year of emigration, even if the individual would not stay in Finland for six consecutive months and the permanent home and abode would not be located in Finland, if the individual cannot prove that he/she has not had any essential ties to Finland in the tax year in question.

Legal entities established under the laws of Finland are regarded as residents of Finland in accordance with domestic tax law. In addition, foreign entities with their place of effective management in Finland can be deemed as Finnish tax resident corporations.

Double tax treaties may restrict the authority of Finland to tax the foreign source income of an individual or entity deemed as resident of Finland pursuant to Finnish domestic tax law.

In the hands of individuals, earned income is taxed at progressive tax rates, while capital income up to EUR 30,000 per calendar year is taxed at a rate of 30 per cent and capital income exceeding EUR 30,000 per calendar year at a rate of 34 per cent. Corporate entities regarded as residents of Finland are subject to corporate income tax on their worldwide income. The current corporate income tax rate is 20 per cent.

This summary describes the Finnish taxation of certain types of income and is general by nature. The tax treatment applicable to an investor depends on the individual circumstances of such investor. Thus, prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Securities.

Taxation of Finnish Resident Individuals

Taxation of Capital Gains

Any income from the sale or other disposal of securities that is considered capital gains in the Finnish taxation as well as payment of accrued interest (Fi. *jälkimarkkinahyvitys*) is taxed as capital income in accordance with the Finnish Income Tax Act (Fi. *Tuloverolaki (1535/1992)*), as amended. The capital income tax rate is currently 30 per cent for capital income of up to EUR 30,000 per calendar year and 34 per cent for capital income exceeding EUR 30,000 per calendar year. However, capital gains are exempted from tax if the total amount of the consideration from the disposal of the person's disposed assets does not exceed EUR 1,000 in a tax year. Correspondingly, any loss arising from the sale or other disposal of securities that does not belong to the business

activities of the individual is deductible from capital gains and generally also from other capital income arising in the same year or during the subsequent five years. Capital losses due to disposal will not, however, be tax deductible if the total amount of the acquisition costs of the assets sold by the individual does not exceed EUR 1,000 in a tax year.

Capital gains and losses are calculated as the difference between the consideration from the disposal and the aggregate of the actual acquisition cost and sales-related expenses. Generally, individuals may alternatively choose to apply the presumptive acquisition cost instead of the actual acquisition cost for the assets. The presumptive acquisition cost of 20 per cent is deducted from the consideration from the disposal but, if the shareholder has held the assets for at least 10 years, the presumptive acquisition cost is 40 per cent of the consideration from the disposal. If the presumptive acquisition cost is applied instead of the actual acquisition cost, all expenses arising from acquiring the gains are deemed to be included in the presumptive acquisition cost and, therefore, cannot be deducted separately from the consideration from the disposal.

Income from the sale or exercise of listed Warrants is taxed as capital gain. According to a ruling by the Finnish Supreme Administrative Court, the income from the sale or exercise of non-listed cash settled warrants that are transferable securities and that, even if non-listed, have such qualities that they could be listed, is subject to taxation in Finland as a capital gain. As a starting point, the income from the sale or exercise of non-listed cash settled warrants that do not fulfil the criteria discussed in the above Supreme Administrative Court ruling, is taxable as other capital income of the Finnish resident individual investor, and not as a capital gain.

According to the above mentioned ruling, losses arising from the sale or exercise of non-listed cash settled warrants, in cases where the warrants do not qualify for capital gains taxation as discussed above, are non-deductible altogether in the taxation of a Finnish resident individual investor.

According to case law and the Finnish Tax Administration's guidance, the above discussed principles applicable to Warrants apply also with respect to Certificates.

Taxation of Other Capital Income and Withholding Obligations

Other capital income than income classified as capital gains (e.g. interest income, so called secondary market compensation and index compensation) paid to individuals and estates of a deceased person is subject to Finnish capital income tax in accordance with the Income Tax Act. The capital income tax rate is currently 30 per cent and 34 per cent of the capital income exceeding EUR 30,000 per calendar year (including also capital gains).

Assuming that the Issuer (or the Guarantor, as the case may be) is not a Finnish resident for tax purposes and is not deemed to have a permanent establishment in Finland for Finnish tax purposes, it is not under the obligation to perform withholding for any income tax payable in Finland in respect of payments made under the issued Securities. Instead, a paying agent or intermediary resident in Finland for tax purposes, when effecting a payment to an individual or estate of a deceased person resident in Finland, is generally under the obligation to withhold the income tax prepayment from any interest and secondary market compensation (but not from capital gains) paid to individuals and estates of a deceased person resident in Finland for tax purposes, where such payment is made through such paying agent or intermediary. However, if the paying agent or intermediary is considered as a substitute payer of the Issuer for Finnish tax purposes, such agent or intermediary is also obliged to withhold the tax prepayment for other capital income payments than interest payments or secondary market compensation. The current rate of tax prepayment is 30 per cent and the withholding shall be made in accordance with the Prepayment Act (Fi. *Ennakkoperintälaki (1118/1996)*), as amended. The Act on Source Tax on Interest Income (Fi. *Laki korkotulon lähdeverosta (1341/1990)*), as amended, is not applicable provided the Issuer does not have a branch in Finland.

Taxation of Finnish Corporate Entities

The following applies to Finnish corporate entities taxed in accordance with the Business Income Tax Act (Fi. *Laki elinkeinotulon verottamisesta (360/1968)*), as amended. Most Finnish corporate entities are taxed exclusively in accordance with the Business Income Tax Act.

Finnish corporations are subject to a national corporate income tax on their worldwide income. Corporate income is taxed according to a fixed tax rate which currently is 20 per cent. No tax prepayment is withheld from principal or interest payments made to corporate entities residing in Finland.

The capital gain (as well as the capital loss) is calculated by deducting the total sum of the actual acquisition cost and selling cost from the consideration from the disposal. Confirmed losses can generally be carried forward and

deducted from the taxable income for 10 years following the loss-making year, provided that no change in ownership triggering forfeiture of tax loss carry-forwards occur. Specific limitations apply to the deductibility of any capital losses incurred under the Income Tax Act prior to tax year 2020, as well as capital losses incurred from the transfer of assets belonging to the "other assets" asset class under the Business Income Tax Act, introduced as of tax year 2020.

Taxation of Non-Finnish Residents

Non-Finnish tax residents who do not conduct business through a permanent establishment in Finland, should not be subject to Finnish taxation either on principal or interest payments under the Securities or gains realized on the redemption, sale or other disposal of the Securities. If payment is made by a Finnish paying agent or intermediary, the recipient may be obliged to disclose their non-resident investor status to the payer.

No gross-up for Finnish withholding tax

Purchasers of the Securities should note that in accordance with the terms and conditions of the Securities the Issuer, in principle, will neither assume any liability for Finnish withholding taxes withheld from payments under the Securities, nor make any additional payments in regard of these taxes, i.e. no gross-up will apply in case a withholding tax is imposed.

Reporting and Compliance

A Finnish paying agent or intermediary is generally obliged to report to the Finnish Tax Administration any interest payments and comparable yield payments, secondary market compensations and index compensations paid to and received under the Securities by a Finnish tax resident individual or an estate of a deceased resident individual, or a non-resident recipient of such payment under the Securities, and any tax prepayment withheld from such payments. An intermediary as defined in the applicable Finnish tax regulations, also has an obligation to report to the Finnish Tax Administration any transactions in the Securities brokered or made by it, concerning both resident and non-resident holders of the Securities. A Finnish tax resident custodian, and the Finnish branch of a non-resident custodian, furthermore has an obligation to report to the Finnish Tax Administration the information necessary for the calculation of capital gains received by resident and non-resident holders of the Securities, to the extent the custodian has such information. Resident individuals and estates of a deceased person are required to review the tax information contained in their pre-completed annual tax return and, if necessary, correct or complete the information in the tax return.

Transfer Taxation and Value Added Taxation

Redemption by way of a cash settlement or a transfer of the Securities should not be subject to Finnish transfer taxation or VAT. Investors should note that Finnish transfer tax considerations may arise in connection with securities that are settled or redeemed by way of a delivery of Finnish shares or other instruments deemed as securities or real estate under the Finnish Transfer Tax Act (Fi. *Varainsiirtoverolaki (931/1996)*), as amended and that Finnish VAT considerations may arise in connection with securities that are settled or redeemed by way of a delivery of commodities.

FRENCH TAXATION

The following is an overview of certain tax consequences relating to the holding of the Program Securities. This overview is based on the laws and regulations in full force and effect in France as at the date of this Base Prospectus, which may be subject to change in the future, potentially with retroactive effect. Investors should be aware that this overview is of a general nature and does not constitute legal or tax advice and should not be understood as such. Prospective investors are therefore advised to consult their own qualified advisers so as to determine, in the light of their individual situation, the tax consequences of the purchase, holding, redemption or disposal of the Program Securities.

Withholding taxes

The following has been prepared on the assumption that the Issuers are not resident of France for French tax purposes (whether actually or constructively) and do not have a branch, permanent establishment or place of business in France.

The withholding tax treatment of the Program Securities issued by the Issuers will depend on their nature and characterisation for French tax purposes.

Program Securities issued by the Issuers constituting debt instruments for French tax purposes

Payments with respect to Program Securities issued by the Issuers which are treated as debt instruments for French tax purposes should be made free of any compulsory withholding or deduction for or on account of any income tax imposed, levied, withheld, or assessed by France or any political subdivision or taxing authority thereof or therein.

However, if the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A I of the French Code général des impôts, subject to certain exceptions, interest and assimilated income received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and solidarity levy) are also levied by way of withholding at an aggregate rate of 18.6% on such interest and assimilated income received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France, subject to certain exceptions.

Program Securities issued by the Issuers not constituting debt instruments for French tax purposes

Payments with respect to Program Securities issued by the Issuers which are not treated as debt instruments for French tax purposes should be made free of any compulsory withholding or deduction for or on account of any income tax imposed, levied, withheld, or assessed by France or any political subdivision or taxing authority thereof or therein.

Transfer tax and other taxes

The following may be relevant in connection with Program Securities which may be settled or redeemed by way of physical delivery of (i) certain listed shares or certain assimilated securities issued by a company whose registered office is situated in France or (ii) securities representing such shares (or assimilated securities). In circumstances where the Program Securities are settled or redeemed by way of physical delivery of assets (other than certain listed French shares (or certain assimilated securities) or securities representing certain listed French shares (or certain assimilated securities), investors are urged to consult their advisor to assess the potential French tax consequences.

Pursuant to Article 235 ter ZD of the French *Code général des impôts*, a financial transaction tax (the **French FTT**) is applicable, to any acquisition for consideration, resulting in a transfer of ownership, of (i) an equity security (*titre de capital*) within the meaning of Article L.212-1 A of the French *Code monétaire et financier* or an assimilated equity security (*titre de capital assimilé*) within the meaning of Article L.211-41 of the French *Code monétaire et financier*, admitted to trading on a recognised stock exchange when the said security is issued by a company whose registered office is situated in France and whose market capitalisation exceeds €1 billion on 1st December of the year preceding the year in which the imposition occurs (the **French Shares**) or (ii) a security (*titre*) representing French Shares (irrespective of the location of the registered office of the issuer of such security). The rate of the French FTT is 0.4% of the acquisition value of the French Shares (or securities

representing French Shares). There are a number of exemptions from the French FTT and investors should consult with their counsel to identify whether they can benefit from them.

If the French FTT applies to an acquisition of French Shares, this transaction is exempt from transfer taxes (*droits de mutation à titre onéreux*) which generally apply at a rate of 0.1% to the sale of shares issued by a company whose registered office is situated in France, provided that in case of shares listed on a recognised stock exchange, transfer taxes are due only if the transfer is evidenced by a written deed or agreement.

GREEK TAXATION

*The following summary describes the principal Greek tax implications relating to the subscription, holding, redemption and disposal of the Securities by tax residents in the Hellenic Republic ("**Greece**") or investors otherwise subject to Greek taxation (due to a permanent establishment in Greece through which the Securities are held) (for the purposes of this summary). The overview is not exhaustive and does not purport to address all the possible scenarios and the tax consequences applicable to all possible categories of Securityholders, some of which may be subject to special rules. Additionally, it does not address procedural requirements such as providing proof of tax residence or necessary supporting documentation requirements. Further, it is not intended as tax advice to any particular investor nor does it purport to be a comprehensive description of all Greek taxation considerations thereof.*

This summary is based on Greek tax legislation as in force, published case law, regulatory guidance, circulars and other relevant regulatory acts of the competent Greek authorities as in force at the date of this Base Prospectus and does not take into account any developments or amendments thereof after that date, regardless of whether or not such developments or amendments have retroactive effect. Furthermore, certain tax matters remain unclarified or unaddressed by the Greek tax administration up to the present time.

*For purposes of this summary, individuals are assumed not to be acting in the course of business for tax purposes. "**Greek tax residents**" includes, as regards legal persons and legal entities, the permanent establishment in Greece of a foreign legal person or legal entity, provided that the Securities are held through that permanent establishment.*

Tax considerations described herein are subject to the more favourable provisions of any applicable bilateral treaty for the avoidance of double taxation.

Prospective purchasers of the Securities are advised to consult their own tax advisors as to the tax implications associated with the purchase, ownership and disposal of the Securities in light of their particular circumstances.

For the purposes of this section, it is assumed that none of Morgan Stanley, MORGAN STANLEY & CO. INTERNATIONAL PLC, MORGAN STANLEY B.V., MORGAN STANLEY FINANCE LLC and MORGAN STANLEY EUROPE SE is a resident of Greece for Greek taxation purposes.

Furthermore, it is noted that the Greek tax legislation does not explicitly provide for specific rules for the tax treatment of combined instruments in terms of Securities, the performance of which is linked to the performance of an underlying, financial index or basket of assets. Therefore, the discussion below is limited to the payment of interest under the Securities and their corresponding treatment as debt securities.

Interest payments

(a) Individuals as Holders of Securities

Payments of interest under the Securities to individual holders of the Securities are subject to income tax at a flat rate of 15 per cent. If payment of interest is made through a Greek paying agent or other similar intermediary, a withholding tax of 15 per cent shall apply. Such withholding tax exhausts the income tax liability of the respective individual recipients of such interest income.

(b) Legal Persons and Legal Entities as Holders of Securities

Interest payments under the Securities to Greek tax-resident legal persons and entities will be treated as part of their annual income. Income of legal persons and legal entities is taxed at a flat rate, which is currently 22 per cent, (with the exception of credit institutions participating in the scheme allowing for the conversion of deferred tax assets into final claims against the State under certain circumstances, which are taxed at 29 per cent). If payment is made through a Greek paying agent or other similar intermediary, a withholding of 15 per cent. applies, which will be treated as an advance payment over income tax owed for that financial year.

Capital gains realised from the disposal of the Securities

(a) *Individual as Holders of Securities*

Capital gains realised from the disposal of the Securities are subject to income tax at a rate of 15 per cent. Capital gains are calculated as the difference between the acquisition and the transfer price of a Security, adjusted for expenses directly related to the acquisition/transfer price of the Security. Since the capital gains are taxable, they may be set off against capital losses that would be subject to tax. Such capital losses may be carried forward for 5 years.

Notwithstanding the above, capital gains over bonds issued by EU, EEA and EFTA issuers are exempted from income tax over capital gains, as is the case with Greek corporate bonds. "Bonds" should be interpreted narrowly for the purposes of this exemption to include debt instruments representing a claim to the repayment of the full amount advanced, which may be convertible into shares, exchangeable for other securities, carry a right to interest and/or a right to participate in profits.

In this context, the Greek tax authorities have expressed the view that the difference between the acquisition value of a corporate bond purchased on the secondary market and the principal amount received upon maturity does not constitute a capital gain. In this case, "bonds" should again be interpreted narrowly, as described above.

In the case of zero-coupon bonds, the discount to par value at which such a bond is issued in the primary market is treated as interest income. In the case of zero-coupon bonds, interest is deemed to accrue and become payable upon maturity.

It would be reasonable to assume that payments under the Securities by a guarantor will be classified for tax purposes in the same manner as if the payments were made by the relevant Issuer, although this point has not been addressed specifically in a general manner.

(b) *Legal Persons and Legal Entities as Holders of Securities*

As a general rule, all income of legal persons and legal entities is classified as income from business activities and is subject to tax at a rate of 22 per cent.

Notwithstanding the above, as regards capital gains over bonds issued by EU, EEA and EFTA issuers taxation is deferred until capitalisation or distribution, as is the case with Greek corporate bonds. Upon capitalisation or distribution, such capital gains are taxed at the income tax rate applicable at that time. For the purposes of this treatment, "bonds" should be interpreted narrowly for the purposes of this exemption to include debt instruments representing a claim to receive back the entirety of an amount lent, which may be convertible to shares, may be exchangeable with other securities, may provide a right to interest and/or may provide a right to profits.

In the case of zero-coupon bonds, the discount to par value at which such a bond is issued in the primary market is treated as interest income. In the case of zero-coupon bonds, interest is deemed to accrue and become payable upon maturity.

Tax credit

Tax credit is in principle available in Greece for income tax paid relating to the Securities abroad, up to the amount of the corresponding Greek tax payable on the relevant income, provided that the appropriate documentation is available.

Gift Tax

Greek gift taxes would be levied on the transfer of the Securities by way of gift:

- (a) by a Securityholder who is a citizen of Greece, unless the Securities are located outside Greece and a) that person resides abroad for at least 10 consecutive years or did so in the past and has been residing in Greece for no more than 5 years, and the Greek tax authorities do not prove that the Securities were acquired in Greece within the last 12 years, or b) that person resides abroad for at least 20 consecutive years and has not relocated to Greece at the time of the donation, *or*

- (b) by a Securityholder who is a non-Greek national transferring Securities to a person resident in Greece,
or
- (c) where the Securities are located in Greece.

The amount of tax depends, in particular, on the relationships between the persons concerned and is calculated on progressive tax scales of 0-10 per cent for close family members, 0-20 per cent for other close relatives and 0-40 per cent more distant relatives and unrelated persons. Exceptionally, non-profit legal entities, which have been legally incorporated in Greece or in another member state of the EU or of the EEA, as well as corresponding foreign entities under the condition of reciprocity, which pursue national or religious or charitable or educational or cultural or generally beneficial purposes, are subject to gift tax at a reduced rate of 0.5 per cent.

Inheritance Tax

Greek inheritance taxes would be levied on the transfer of the Securities on the death of:

- (a) a Securityholder who is a citizen of Greece, unless he/she had been residing out of Greece for at least 5 years prior to the death; *or*
- (b) a Securityholder who is resident in Greece, *or*
- (c) where the Securities are located in Greece.

The amount of tax depends, in particular, on the relationships between the persons concerned and is calculated on a progressive tax scales of 0-10 per cent for close family members, 0-20 per cent for other close relatives and 0-40 per cent more distant relatives and unrelated persons. Exceptionally, non-profit legal entities, which have been legally incorporated in Greece or in another member state of the EU or of the EEA, as well as corresponding foreign entities under the condition of reciprocity, which pursue national or religious or charitable or educational or cultural or generally beneficial purposes, are subject to a flat inheritance tax rate of 0.5 per cent.

GERMAN TAXATION

The following is a general discussion of certain German tax consequences of the acquisition, ownership and disposal of the Securities. As each Tranche of the Securities may be subject to a different tax treatment due to the specific terms of each Tranche, the following section shall only be regarded as generic description with regard to the possible tax treatment in Germany. It does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase the Securities, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This general description is based on the laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

Prospective purchasers of Securities are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Securities, including the effect of any state or local taxes, under the tax laws of Germany and each country of which they are residents.

German tax residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge (*Solidaritätszuschlag*) thereon plus church tax (*Kirchensteuer*) and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Securities) and, in general, capital gains.

Securities held as private assets

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Securities as private assets (*Privatvermögen*), the following applies:

Income

The Securities should qualify as other capital receivables (*sonstige Kapitalforderungen*) in terms of section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Interest paid regarding the Securities, if any, should qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 ITA.

Capital gains/capital losses realised upon disposal of the Securities, computed as the difference between acquisition cost and sales proceeds reduced by expenses directly and factually related to the sale, should qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Securities are acquired and/or sold in a currency other than Euro, the acquisition cost will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Securities are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale.

Capital losses from the sale or redemption of the Securities held as private assets should generally be tax-recognised irrespective of the holding period of the Securities. Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

If the Securities provide for a physical delivery of bonds, shares, interests in funds, shares in exchange-traded-funds ("**ETF-shares**") or other interests, the Securities may qualify as convertible, exchangeable or similar instruments, subject to the relevant Issue Terms (e. g. whether the Issuers or the investor has the right to opt for a physical delivery). In such a case, the sales proceeds from the Securities and the acquisition costs of the received securities may be deemed to be equal to the initial acquisition costs of the Securities (section 20 para 4a sentence 3 ITA) so that no taxable capital gains would be realised due to the conversion. However, capital gains realised upon an on-sale of the received securities generally qualify as taxable income.

If the relevant Issuer exercises the right to substitute the debtor of the Securities, the substitution might, for German tax purposes, be treated as an exchange of the Securities for new securities issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

German withholding tax (*Kapitalertragsteuer*)

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German income tax is generally levied as a flat income tax (*Abgeltungsteuer*) at a rate of 25% (plus solidarity surcharge in an amount of 5.5% of such tax, resulting in a total tax charge of 26.375% plus, if applicable, church tax (*Kirchensteuer*)).

If the Securities are held in a custodial account which the investor maintains with a German credit or financial services institution (*inländisches Kredit oder Finanzdienstleistungsinstitut*) or by a German branch of a foreign credit or financial services institution, or by a German securities institution (*Wertpapierinstitut*) (a "**German Disbursing Agent**") the flat income tax (including solidarity surcharge and, if applicable, church tax) will be levied by way of withholding at the aforementioned rate by the German Disbursing Agent. If no German Disbursing Agent is involved in the payment process or if no or not sufficient withholding tax is withheld by a German Disbursing Agent the investor will have to include the savings earnings, e.g. interest or capital gains, in its tax return and the flat income tax of 25% plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Securities (e.g. if the Securities are transferred from an EU custodial account) and the acquisition costs of the Securities are not proven to the German Disbursing Agent in the form required by law or in the case of over-the-counter transactions, withholding tax is applied to 30% of the proceeds from the redemption or sale of the Securities. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is applicable to the individual investor. In this case the collection of church tax on capital gains from the sale or redemption of the Securities is provided for as a standard procedure unless the securityholder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the saver's lump sum amount (*Sparer-Pauschbetrag*) shown on the withholding tax exemption certificate. Currently, the saver's lump sum amount is EUR 1,000 (EUR 2,000 in the case of jointly assessed individual investors). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuers are, in general, not obliged to levy German withholding tax in respect of payments on the Securities.

The solidarity surcharge will only be levied for wage tax and income tax purposes, if the individual income tax of the holder exceeds the threshold of EUR 20,350 (EUR 40,700 for jointly assessed investors) in the assessment period 2026. The solidarity surcharge will however continue to be applicable for withholding tax, flat tax and corporate income tax purposes. In the case of a flat tax the income tax burden for an individual is lower than the flat tax of 25% and the holder applies for his/her capital investment income being assessed at his/her individual tariff-based income tax rate (see below) the solidarity surcharge would be refunded.

Tax assessment

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no or insufficient withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375% - including solidarity surcharge plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application

can only be filed consistently for all savings income within the assessment period. In case of jointly assessed individual investors the application can only be filed for savings income of both investors.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 1,000 (EUR 2,000 in the case of jointly assessed individual investors) will be deducted. The deduction of the actual income related expenses, if any, is excluded.

Securities held as business assets

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Securities as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15% or income tax at a rate of up to 45%, as the case may be, (in each case plus 5.5% solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located (rates basically vary between 7% and approx. 20%). Please note that a draft law (*Neunte Gesetz zur Änderung des Steuerberatungsgesetzes*) is currently in the legislative process that is expected to increase the minimum trade tax rate to 9.8%. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Securities are tax-deductible. Losses realised on the sale or redemption of the Securities may be offset in particular against items of positive income under the general tax rules or deducted as part of losses carried back or forward, although the minimum taxation rules (section 10d ITA) must be observed. Losses may be subject to ring-fencing rules and, if so, may only be offset against other derivative income. In case the income of the investor is determined based on accrual accounting, interest and capital gains may be taxable before actual payments are received.

If instead of a cash-settlement at maturity of the Securities, a physical delivery of bonds, shares, interests in funds or ETF-shares takes place, such delivery would be regarded as a taxable sale of the Securities and the corresponding capital gain will be taxable.

The provisions regarding German withholding tax apply, in principle, as set out above for private investors. However, investors holding the Securities as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Securities if, for example, (a) the Securities are held by a company satisfying the requirements of section 43 para 2 sentence 3 no 1 ITA or (b) the proceeds from the Securities qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Securities unless (i) the Securities are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Securities qualifies for other reasons as taxable German source income (such as income from letting and leasing of certain property located in Germany) or (iii) the income is paid by a German Disbursing Agent against presentation of the Securities or interest coupons (so-called over-the-counter transaction, *Tafelgeschäfte*). If a non-resident person is subject to tax with its income from the Securities, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

However, payments made to a holder of the Securities resident in a so-called "non-cooperative tax jurisdiction" (*nicht kooperatives Steuerhoheitsgebiet*) by a German Issuer or Guarantor are subject to a tax deduction at a rate of 15% (plus solidarity surcharge thereon) of the gross payment pursuant to the German Act Combating Tax Avoidance and Unfair Tax Competition (*Gesetz zur Abwehr von Steuervermeidung und unfairer Steuerwettbewerb*, "**StAbwG**"), if the payments qualify as income from a financing relation (*Finanzierungsbeziehung*) with a German Issuer or Guarantor within the meaning of the StAbwG. Bearer bonds (*Inhaberschuldverschreibungen*), which are represented in global notes (*Globalurkunde*) kept in collective custody (*Girosammelverwahrung*) with a central securities depositary (*Zentralverwahrer*) and comparable debt instruments (*vergleichbare Schuldtitel*) tradable (*handelbar*) on a recognized exchange (*anerkannte Börse*) within the meaning of section 138 para. 2 sentence 1 no 3 lit b) sentence 2 of the German General Fiscal Code (*Abgabenordnung*), do not qualify as financing relation.

Under certain circumstances, non-residents may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

Taxation if the Securities qualify as equity or equity-like

If the Securities qualify as equity or equity-like from a German tax perspective, in addition to the rules set out above, income and deemed income may be subject to (corporate) income taxation (including solidarity surcharge) and trade tax. Further, under certain circumstances the German Foreign Tax Act (*Außensteuergesetz*) might apply, under which deemed (taxable) income could be allocated to German tax resident investors.

Further, capital gains achieved by an investor holding the Securities as private assets might be re-qualified as business income and, thus, taxable at the investor's personal income tax rate. Capital gains might also be partly tax-exempt according to section 8b German Corporate Income Tax Act (*Körperschaftsteuergesetz*) and section 3 no 40 ITA respectively.

Particularities of Securities with a negative yield

Securityholders will only realise a taxable capital gain if they receive, upon a disposal of the Securities, an amount (after the deduction of actual expenses directly related thereto) in excess of the issue price (or the purchase price they paid for the Securities).

Contrary thereto, Holders who subscribe the Securities at a negative yield upon issue, if applicable, and hold the Securities until their final maturity will realise a loss. The tax treatment of such losses is not entirely clear:

- (a) If the Securities are held by tax residents as private assets, statements of the German tax authorities regarding "*negative interest*" incurred on bank deposits made by private investors arguably imply that such losses cannot be fully deducted. Such losses are rather treated as expenses in connection with capital investment income and, are, consequently not tax-deductible except for an annual lump-sum deduction (*Sparer-Pauschbetrag*) of EUR 1,000 (EUR 2,000 for individuals filing jointly),
- (b) If the Securities are held by tax residents as business assets, statements of the German tax authorities regarding "*negative interest*" incurred on bank deposits made by business investors arguably imply that such losses are generally tax deductible.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Security will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Security is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed. In addition, certain German expatriates will be subject to inheritance and gift tax.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are residing in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Securities. Currently, net asset tax (*Vermögensteuer*) is not levied in Germany. In principle it is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced.

No gross-up for German withholding tax

Purchasers of the Securities should note that in accordance with the terms and conditions of the Securities the Issuer, in principle, will neither assume any liability for German withholding taxes withheld from payments under the Securities, nor make any additional payments in regard of these taxes, i.e. no gross-up will apply in case a withholding tax is imposed.

HUNGARIAN TAXATION

The following is an overview of the potentially applicable Hungarian tax liabilities with regard to the investment in the Securities. The overview does not address tax considerations applicable to investors of Securities that may be subject to special tax rules, including, among others, controlled foreign companies, non-business carrying entities, income tax-exempt entities or companies, enterprises subject to special, elected or obligatory tax regimes. The overview does not cover situations where (i) individuals hold the Securities in the context of business activities, (ii) the Securities are held as current assets (i.e. allocable to the inventory or otherwise held for trading purposes) or (iii) the Securities are received and handled by the private individual or corporate investor due to or under a special arrangement or relationship between the private individual or corporate investor and the Issuer or a third party.

This overview is based on the tax laws of Hungary as in effect and applied on the date of this Base Prospectus, and is subject to changes in Hungarian law, including changes that could have a retroactive effect. The following overview is not exhaustive and does not take into account or discuss the tax laws of any country other than Hungary.

Note that the tax treatment of certain categories of the Securities is not in all respects established and may, therefore, be uncertain to some extent. In particular, there are no specific tax laws addressing the tax treatment of certificates in Hungary, nor is there any court practice specifically available in respect of certificates.

This overview is based on the Hungarian Personal Income Tax Act (Act CVXII of 1995, as amended) ("**PIT Act**") and the Hungarian Corporate Income Tax Act (Act LXXXI of 1996, as amended, as amended) ("**CIT Act**").

This overview addresses neither Hungarian inheritance nor gift tax consequences.

1. Non-Hungarian Tax Residents

(a) *Private individual investors*

Private individual investors, who are not tax resident in Hungary, shall not be liable to tax on their income from the Securities provided that the Issuer is not Hungarian tax resident or it is not obliged to pay the interest, qualifying as such under the PIT Act, through its Hungarian permanent establishment, branch office or commercial representative office.

(b) *Corporate investors*

A non-Hungarian tax resident corporate investor shall not be subject to tax in Hungary with respect to any income resulting from the acquisition, holding, redemption or sale of the Securities, provided that it does not have a permanent establishment in Hungary to which such transaction with the Securities can be related.

2. Hungarian Tax Residents

(a) *Private individual investors*

The income of a Hungarian tax resident private individual investor, arising from the acquisition, holding, redemption or sale of the Securities which qualify as debt securities is subject to personal income tax ("**PIT**") in Hungary as interest income at the rate of 15 per cent..

Income from securities which do not qualify as debt securities, however, in general, are publicly offered, listed and traded at arm's length price on a controlled market of any EEA member state or such country with which Hungary has concluded a double tax treaty, is subject to PIT in Hungary as income from controlled capital market transactions at the rate of 15 per cent. The profit and loss of such transactions during the tax year can be totalled and the PIT assessed accordingly. Losses of previous two tax years can be used to offset the taxable profit of the tax year, subject to certain conditions.

Pursuant to Act LII of 2018 on Social Contribution Tax (the "**Social Contribution Tax Act**"), other income as part of the individual's aggregated income realised by private individuals resident in Hungary for social security purposes is subject to 13 per cent. social contribution tax.

Holders who qualify as a "foreigner" pursuant to Act CXXII of 2019 on persons entitled to social security benefits and on the coverage of these benefits and those who are insured for social security purposes in another EU member state or by an EU institution pursuant to Regulation (EC) No 883/2004 of the European Parliament and of the Council of 29 April 2004 on the coordination of social security systems are not subject to social contribution tax in respect of the above-mentioned payments. A non-Hungarian tax resident individual for personal income tax purposes does not necessarily qualify as a "foreigner" for social contribution tax purposes.

Hungarian resident individual holders of Securities are subject to 13 per cent. social security tax on their interest income, in addition to the payable personal income tax.

(b) *Tax allowance and exemption*

Favourable tax treatment could be applied on income from long-term investments in Hungary under Section 67/B of the PIT Act. The tax allowance and tax exemption could be applied on the income under a long-term investment contract (in Hungarian, "*tartós befektetési számla*") ("**LTIC**") concluded between the private individual and an investment service provider or a credit institution. The LTIC itself is a separate agreement where the parties agree to observe the taxation rules laid down in the PIT Act in order the private individual to be eligible for the below tax allowance or exemption.

In accordance with the rules of the LTIC, the private individual shall conclude an LTIC with an investment service provider or a credit institution and place funds (of at least HUF 25,000) on the LTIC account. The calendar year of opening the LTIC account is regarded as the collection year and funds can only be placed until the 31st of December of such year. The placed funds can be used, in the collection year and the subsequent years, in general, to invest in debt securities and controlled capital market transactions.

The withdrawal of funds, including the yield from the investments, from the LTIC account after the end of the third year following the collection year shall be subject to 10% PIT. The withdrawal of funds, including the yield from the investment, from the LTIC account after the end of the fifth year following the collection year shall be exempt from PIT.

An agreement concluded with a foreign investment service provider/credit institution could also be regarded as an LTIC if (i) it is in compliance with the PIT Act, (ii) the parties apply the respective rules of the PIT Act on their rights and obligation and (iii) the private individual undertakes to (a) tie-up at least cash amounting min. HUF 25 000 (approx. EUR 70) on the account and (b) not to withdraw its investment for 3 or 5 consecutive years. In such case, the private individual shall report to the Hungarian tax authority that it has concluded such agreement with a foreign entity.

(c) *Investors other than private individuals*

The income of Hungarian tax resident corporate investors arising from the acquisition, holding, redemption or sale of the Securities is subject to corporate income tax in Hungary at the rate of 9 per cent. in accordance with the provisions of the CIT Act.

3. Impact of a Double Tax Treaty between Hungary and the Jurisdiction of the Issuer

Where the private individual or corporate investor is subject to tax in Hungary in relation to the Securities, the provisions of the double tax treaty in force between Hungary and the jurisdiction of the Issuer shall be observed. Such provisions may decrease the amount of or eliminate the payable tax in Hungary or the other country. In the case of absence of such double tax treaty, the Hungarian tax laws provide for, in general, a limited deduction of the tax paid abroad from the tax payable in Hungary.

4. Withholding tax

Under Hungarian tax law currently in force, no Hungarian withholding tax is applicable to interest paid on the Securities by the Issuer to non-Hungarian tax resident corporate investors.

Hungary applies withholding tax to non-Hungarian tax resident private individuals, however according to the PIT Act, their income from the Securities should not be subject to tax in Hungary.

IRISH TAXATION

The following is a summary based on the laws and practices currently in force in Ireland of certain matters regarding the tax position of investors who are the absolute beneficial owners of the Program Securities and who are not associated with the relevant Issuer (otherwise than by virtue of holding the Program Securities). Particular rules not discussed below may apply to certain classes of taxpayers holding Program Securities, including dealers in securities and trusts. It is based on the laws and practice of the Revenue Commissioners currently in force in Ireland as at the date hereof and may be subject to change. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Program Securities. Prospective investors in the Program Securities should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Program Securities and the receipt of payments thereon under the laws of their country of residence, citizenship or domicile.

Taxation of holders of Program Securities

Withholding Tax

Tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest. The relevant Issuer will not be obliged to withhold Irish income tax from payments of interest on the Program Securities so long as such payments do not constitute Irish source income. Interest paid on the Program Securities should not be treated as having an Irish source unless:

- (a) the relevant Issuer is resident in Ireland for tax purposes; or
- (b) the relevant Issuer has a branch or permanent establishment in Ireland, the assets or income of which are used to fund the payments on the Program Securities; or
- (c) the relevant Issuer is not resident in Ireland for tax purposes but the register for the Program Securities is maintained in Ireland or (if the Program Securities are in bearer form) the Program Securities are physically held in Ireland.

It is anticipated that (i) the Issuers are not and will not be resident in Ireland for tax purposes; (ii) the Issuers do not and will not have a branch or permanent establishment in Ireland; (iii) bearer Program Securities will not be physically located in Ireland; and (iv) the Issuers will not maintain a register of any registered Program Securities in Ireland.

If payments of interest on the Program Securities are found to constitute Irish source interest, an Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Program Securities so long as the interest paid on the relevant Program Security falls within the following category and meets the relevant conditions:

Interest paid on a quoted Eurobond

A quoted Eurobond is a security which is issued by a company (such as the Issuers), is listed on a recognised stock exchange (which is interpreted by the Irish Revenue Commissioners to mean an exchange which is recognised by the appropriate regulatory authorities in the country in which it is located and has substantially the same level of recognition in that country as the Irish Stock Exchange has in Ireland) and carries a right to interest. Provided that the Program Securities (i) carry an amount in respect of interest and (ii) are listed on a recognised stock exchange, interest paid on them can be paid free of withholding tax provided the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

- (a) the Program Security is held in a clearing system recognised by the Irish Revenue Commissioners; (Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or
- (b) the person who is the beneficial owner of the Program Security and who is beneficially entitled to the interest payable in respect of a Program Security is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Thus, if interest payable on the Program Securities is found to have an Irish source, so long as the Program Securities are interest bearing, continue to be quoted on a recognised stock exchange and are held in a recognised

clearing system, interest on the Program Securities can be paid by any paying agent acting on behalf of an Issuer without any withholding or deduction for or on account of Irish income tax. If the Program Securities continue to be quoted on a recognised stock exchange but cease to be held in a recognised clearing system, interest on the Program Securities may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent outside Ireland.

Short Interest:

Short interest is interest payable on a debt for a fixed period that is not intended to exceed, and, in fact, does not exceed, 364 days. The test is a commercial test applied to the commercial intent of each series of Program Securities. For example, if there is an arrangement or understanding (whether legally binding or not) for the relevant series of Program Securities to have a life of 365 days or more, the interest paid on the relevant Program Securities will not be short interest and, unless an exemption applies, a withholding will arise.

Encashment Tax

Irish tax will be required to be withheld at the rate of 25 per cent. on any interest, dividends or annual payments payable out of or in respect of the stocks, funds, shares or securities of a company not resident in Ireland, where such interest, dividends or annual payments are collected or realised by a bank or encashment agent in Ireland.

Encashment tax will not apply where the beneficial owner of a payment on the Program Securities (i) is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank or (ii) is a company which is within the charge to Irish corporation tax in respect of the payment.

ITALIAN TAXATION

The following is a general description of current Italian law and practise mainly relating to the direct taxation of the Securities. The statements herein are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following general description does not purport to be a comprehensive description of all the Italian tax considerations 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, some of which (such as dealers in securities) may be subject to special rules.

In any case, Italian legal or tax concepts may not be identical to the concepts described by the same English term as they exist under terms of different jurisdictions and any legal or tax concept expressed by using the relevant Italian term shall prevail over the corresponding concept expressed in English terms.

This summary also assumes that the Issuer is structured and conducts its business in the manner outlined in this Base Prospectus and that the Issuer is not resident, for tax purposes, in Italy. Changes in the Issuer's organisational structure, tax residence or the manner in which it conducts its business may invalidate this summary. Moreover, this summary does not analyse the tax treatment of Securities redeemable by physical settlement nor of Securities that have cryptocurrencies as their underlying asset or that are denominated in cryptocurrencies.

Law No. 111 of 9 August 2023, published in the Official Gazette No. 189 of 14 August 2023 ("Law 111"), delegates power to the Italian Government to enact, within thirty-six months from its publication, one or more legislative decrees implementing the reform of the Italian tax system (the "Tax Reform"). According to Law 111, the Tax Reform will significantly change the taxation of financial incomes and capital gains and introduce various amendments in the Italian tax system at different levels. The precise nature, extent, and impact of these amendments cannot be quantified or foreseen with certainty at this stage.

Prospective investors are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Securities.

Tax treatment of the Securities

The Securities may be subject to different tax regimes depending on whether:

- (a) they represent derivative financial instruments or bundles of derivative financial instruments, not entailing a "use of capital" (*impiego di capitale*), through which the Securityholders purchase indirectly underlying financial instruments (please see section 1 below); 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. In specific, such Securities representing debt instruments implying a "use of capital" could be divided in: Securities having 100 per cent. capital protection guaranteed by the Issuer (please see section 2 below) and Securities not having 100 per cent. capital protection guaranteed by the Issuer (please see section 2.4 below).

1. Securities representing derivative financial instruments or bundles of derivative financial instruments

With regard to certain innovative or structured financial instruments, there is limited guidance as to the tax treatment of such financial instruments. Accordingly, it cannot be excluded that the Italian tax authorities will change their current view, as specified below, and courts will adopt a view different from that outlined below.

This description assumes that the Issuer is not a tax resident nor deemed to be a tax resident of Italy and that it has no permanent establishment within the Italian territory.

1.1 *Italian resident Securityholders*

Taxation of income from derivatives

Provided that the Securities qualify as derivative instruments for the purposes of Italian tax law, the following consequences apply to an Italian resident Securityholder pursuant to Article 67(1)(c-quater) and or (c-quinquies) of Italian Presidential Decree No. 917 of 22 December 1986, as subsequently amended ("**Decree No. 917**"), and according to the Italian tax authorities' Resolution no. 72/E of 12 July 2010.

According to Italian Legislative Decree No. 461 of 21 November 1997 ("**Decree No. 461**"), where an Italian resident Securityholder is (i) an individual not engaged in an entrepreneurial activity to which the Securities are connected; (ii) a non-commercial partnership; (iii) a non-commercial private or public institution; or (iv) an investor exempt from Italian corporate income taxation, derivative income realised on the sale or redemption of the Securities are subject to a 26 per cent. substitute tax ("**imposta sostitutiva**").

In this respect, the above Italian resident Securityholders may opt for three different taxation regimes (*regime della dichiarazione, regime del risparmio amministrato, regime del risparmio gestito*, in this respect please see par. 2.2 "*Italian resident Securityholders – Taxation of Capital Gains*" below). This option may result in certain impacts that the investors should consider with their tax advisers. In particular, provided that the relevant conditions are met, the depository is responsible for accounting for imposta sostitutiva 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. Under certain conditions, capital losses may be deducted from the above-mentioned capital gains.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals holding the Securities not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the imposta sostitutiva, on capital gains relating to the Securities, if the Securities are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Where an Italian resident Securityholder is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Securities are effectively connected, capital gains arising from the Securities will not be subject to imposta sostitutiva, but must be included in the relevant Securityholder's income tax return and are therefore subject to Italian corporate income tax ("**IRES**", currently applicable at a rate of 24 per cent. with a 3,5 per cent. surcharge for banks and certain financial intermediaries) and, in certain cases, depending on the status of such Securityholder, may also have to be included in its taxable base for regional tax purposes ("**IRAP**").

Capital gains realised by a Securityholder which is an open-ended or closed-ended investment fund (subject to the tax regime provided by Law No. 77 of 23 March 1983) (the "**Investment Fund**") or an open-ended investment company (*società di investimento a capitale variabile* – "**SICAV**") or an closed-ended investment company, other than a real estate investment company (*società di investimento a capitale fisso* – "**SICAF**") will not be subject to the imposta sostitutiva. The proceeds distributed by the Investment Fund or the SICAV/SICAF or received by certain categories of unitholders upon redemption or disposal of the units will be taxed in the hands of the investors who subscribe the quotas of the Funds or the shares of the SICAV/SICAF on a cash basis.

Capital gains realised by an investor which is an Italian resident real estate investment fund established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-bis of Law No. 86 of 25 January 1994 or an Italian real estate investment company (the "**Real Estate SICAF**") are subject neither to imposta sostitutiva nor to any other income in the hands of the same real estate investment fund or Real Estate SICAF. Such gains will be taxable or exempt according to the regime applicable to the real estate fund.

Capital gains realised by a Securityholder which is an Italian pension fund (subject to the regime provided by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the value of the

relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. ad hoc substitute tax on the portfolio's annual net accrued value. Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains may be excluded from the taxable base of the 20 per cent. substitute tax if the Securities are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

1.2 *Non-Italian resident Securityholders*

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 the Securities are not subject to Italian taxation, provided that the Securities (i) are transferred on regulated markets, or (ii) if not transferred on regulated markets, are held outside 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 authorized financial intermediary (or permanent establishment in Italy of foreign intermediaries) and elect to be subject to the Asset Management Regime or are subject to the Administrative Savings Regime, as below defined, may be required to file in due time to the Italian authorized financial intermediary an appropriate statement (*autocertificazione*) that they are not resident in Italy for tax purposes.

Moreover, even if the Securities are held in Italy, no Italian imposta sostitutiva applies if the non-Italian resident investor is resident for tax purposes in a state or territory which allows an adequate exchange of information with the Italian tax authorities and listed in the Italian Ministerial Decree dated 4 September, 1996 as amended and supplemented from time to time (the "**White List**"). According to Article 11, par. 4, let. c) of Legislative Decree No. 239 of 1 April 1996 ("**Decree No. 239**") the White List should be updated every six months period.

Please note that, from January 1, 2027, the provisions included in the Decree No. 239 (Articles 1-9 and 11) will be incorporated, with no changes with respect to what is relevant in this context, into the consolidated law on payments and collection, referred to in the Italian Legislative Decree No. 33 of 24 March 2025 (Articles 62-71).

The same exemption applies where the beneficial owners of the Securities are (i) international entities or organizations 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, as below defined, 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 seller/beneficial owner of the income, 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 treaty 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, as below defined, 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 (as below defined) shall automatically apply, unless this regime is expressly waived, 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.

2. *Securities representing debt instruments implying a "use of capital"; Securities having 100 per cent. capital protection guaranteed by the Issuer*

2.1 *Italian resident Securityholders*

Taxation of interest

Pursuant to Article 44, paragraph 2, letter (c) of Decree No. 917, Securities qualify as "bonds" or "debentures similar to bonds" for Italian tax purposes if they incorporate an unconditional obligation to pay, at maturity, an amount not less than their nominal value and do not give any right to directly or indirectly participate in the management of the relevant issuer or of the business in relation to which they are issued. The Italian tax authorities have clarified (please see Circular Letter No. 4/E of 18 January 2006) that bonds may have a maturity which is not scheduled at a specific date, but it is linked to the maturity of the issuing company or to the liquidation thereof, if the company has been set-up with an undetermined maturity pursuant to Article 2328 (2), No. 13, of the Italian Civil Code.

Interest and other proceeds on the Securities (including the difference between the redemption amount and the issue price) ("Interest") received by Italian resident companies, commercial partnerships or individual entrepreneurs within the context of a business enterprise are included in the taxable base for the purposes of IRES or individual income tax (*imposta sul reddito delle persone fisiche*, "IRPEF", at progressive rates), as applicable and – under certain circumstances – of IRAP.

Interest on the Securities is subject to a 26 per cent. substitute tax (*imposta sostitutiva*) if the recipient is included among the following categories of Italian residents: individuals, non-commercial partnerships, non-commercial private or public institution or entities that are exempt from IRES. The *imposta sostitutiva* may not be recovered as a deduction from the income tax due. If the Securityholders are individuals or non-profit organisations engaged in an entrepreneurial activity and the Securities are connected to such entrepreneurial activity, the 26 per cent. *imposta sostitutiva* applies on a provisional basis and may be deducted from the payable income tax.

The 26 per cent. *imposta sostitutiva* does not apply where the Securities are held in a discretionary investment portfolio managed by an Italian authorised financial intermediary and the beneficial owner thereof, where possible, has opted to be taxed at a flat rate of 26 per cent. on the year-end increase in value of the investment portfolio accrued, even if not realised (which increase in value includes any Interest accrued on the Securities), pursuant to the so-called portfolio management tax regime ("*regime del risparmio gestito*") provided for by Decree No. 461.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals holding the Securities not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income tax, including the *imposta sostitutiva*, on interest, premium and other income relating to the Securities if the Securities are included in a long-term individual savings plan (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Should the Securities be deemed to qualify as units in foreign investment funds, distributions deriving from the Securities should be included in the taxable income of the Italian resident recipient, as income from capital, and are subject to a 26 per cent. withholding tax applied by Italian resident entities, if any, which intervene in the payment of the relevant proceeds as well as in the repurchase or negotiation of Securities.

2.2 *Italian resident Securityholders – Taxation of Capital Gains*

Any gain obtained from the sale or redemption of the Securities would be treated as part of the taxable income (and, in certain circumstances, depending on the status of the Securityholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Securities are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Securities are connected.

A 26 per cent., *imposta sostitutiva* is applicable on capital gains realised on the disposal of Securities by Securityholders included among the following categories of Italian residents: individuals holding the

Securities not in connection with an entrepreneurial activity, non-commercial partnerships, non-profit organisations, the Italian State and public entities or entities that are exempt from IRES.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals holding the Securities not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from Italian capital gain taxes, including the 26 per cent. *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Securities if the Securities are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time. In respect of the application of such substitute tax, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Securities are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual holding the Securities not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Securities carried out during any given tax year. Italian resident individuals holding the Securities not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident individual Securityholders holding the Securities not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Securities (*regime del risparmio amministrato*). Such separate taxation of capital gains is allowed subject to (i) the Securities being deposited with Italian banks, SIMs (*società di intermediazione mobiliare*) or certain authorised financial intermediaries; and (ii) an express election for the regime del risparmio amministrato 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 redemption of the Securities (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, 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. Under the regime del risparmio amministrato, where a sale or redemption of the Securities results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the regime del risparmio amministrato, the Securityholder is not required to declare the capital gains in the annual tax return.

Any capital gains realised by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Securities, to an authorised intermediary and have opted for the so-called *regime del risparmio gestito* will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the regime del risparmio gestito, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years.

Capital gains accrued on the Securities held by Italian Investment Funds, SICAVs and SICAFs are included in the annual accrued increase of the net asset value of such Investment Funds, SICAVs and SICAFs. A withholding tax of 26 per cent. will be levied on proceeds distributed by the Investment Funds, SICAV or SICAF or received by certain categories of unitholders upon redemption or disposal of the units.

Any capital gains realised through the transfer for consideration or redemption of the Securities by Pension Funds are included in the calculation of the management result of the fund, accrued in each year, subject to a 20 per cent. substitute tax.

Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains realised through the transfer for consideration or redemption of the Securities may be excluded

from the taxable base of the Pension Funds if the Securities are included in a long-term individual savings plan (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time. Capital gains on the Securities held by Real Estate Funds or Real Estate SICAFs to which the provisions of Decree No. 351, as subsequently amended, apply will be subject neither to substitute tax nor to any other income tax at the level of the Real Estate Fund or the Real Estate SICAF. A withholding tax may apply in certain circumstances at the rate of up to 26 per cent. on distributions made by the Real Estate Funds or Real Estate SICAFs and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Real Estate Funds or Real Estate SICAFs owning more than 5 per cent. of the fund's units.

2.3 Non-Italian resident Securityholders

No Italian imposta sostitutiva is applied on payments to a non-Italian resident Securityholder of Interest relating to the Securities provided that, if the Securities are held in Italy, the non-Italian resident Securityholder declares itself to be a non-Italian resident according to Italian tax regulations.

The capital gains regime is similar to that described above section 1.2 "*Securities representing derivative financial instruments or bundles of derivative financial instruments – Non-Italian resident Securityholders*" above.

2.4 Fungible issues

Pursuant to Article 11(2) of Decree No. 239, where the Issuer issues a new tranche of securities forming part of a single series with a previous tranche of securities falling within the category of bonds or bond-like securities, for the purposes of calculating the amount of Interest subject to imposta sostitutiva (if any), the issue price of the new tranche of securities will be deemed to be the same as the issue price of the original tranche of securities. This rule applies where (a) the new tranche of securities is issued within 12 months from the issue date of the previous tranche of securities and (b) the difference between the issue price of the new tranche of securities and that of the original tranche of securities does not exceed 1 per cent. of the nominal value of the securities multiplied by the number of years of the duration of the securities. There is no authority guidance directly regarding the applicability of such regime also to Securites issued by non-Italian resident Issuer. Accordingly, there can be no assurance that the Italian tax authorities may assert such tax treatment on the new tranche of Securities.

3. Securities not having 100 per cent. capital protection guaranteed by the Issuer (Atypical Securities)

3.1 Italian resident Securityholders - Taxation of interest

Interest payments relating to Securities that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli simili alle obbligazioni*) may be subject to a withholding tax (final or on account depending on the "status" and tax residence of the Securityholder), levied at the rate of 26 per cent. by the Italian tax resident financial intermediary intervening in the payment of the Interest.

If the Securities are issued by a non-Italian resident Issuer, the 26 per cent. withholding tax mentioned above does not apply to Interest payments made to an Italian resident Securityholder which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities to which the Securities are effectively connected); (ii) a commercial partnership; or (iii) a commercial private or public institution.

Subject to certain limitations and requirements (including a minimum holding period), Interest in respect of Securities received by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from taxation, including the withholding tax on interest, premium and other income relating to atypical securities, if those Securities are included in a long-term individual savings plan (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

3.2 Italian resident Securityholders - Capital gains

Please see paragraph 2.2 above.

3.3 *Non-Italian resident Securityholders*

No withholding tax is applied on payments to a non-Italian resident Securityholder of Interest relating to the Securities provided that, if the Securities are placed (*collocati*) in Italy, the non-Italian resident Securityholder declares itself to be a non-Italian resident according to Italian tax regulations.

The capital gains regime is similar to that described above under section 1.2 "*Securities representing derivative financial instruments or bundles of derivative financial instruments – Non-Italian resident Securityholders*" above.

4. *Stamp duty*

The Italian Law Decree No. 201 of 6 December 2011 ("**Decree No. 201**"), converted into law with amendments by Law No. 214 of 22 December 2011 (starting from 1 January 2027, Annex III of Legislative Decree No. 123 of 1 August 2025), has replaced the paragraphs 2-bis and 2-ter and related Securities (3-bis and 3-ter) of Article 13 of the first part of the Tariff annexed to stamp duty Law approved with Presidential Decree No. 642 of 26 October 1972.

Pursuant to Article 13 (2-ter) of the first part of the Tariff annexed to stamp duty Law approved with Presidential Decree No. 642 of 26 October 1972, statements sent to customers, by banks and financial intermediaries and related to certain financial products and instruments are subject to stamp duty at the rate of 0.20 per cent. The maximum amount due is set at euro 14,000 for Securityholders other than individuals.

The tax is applied to each statement, on the total market value, or in its absence, on the face or repayment value of securities and financial products. The statement is considered to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable pro rata. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 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 as amended and supplemented from time to time) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory. The stamp duty applies both to Italian resident and non-Italian resident investors, to the extent that the Securities are held with an Italian-based financial intermediary (and not directly held by the investor outside Italy), in which case Italian wealth tax (see below under "*Wealth tax on securities deposited abroad (IVAFE)*") applies to Italian resident Securityholders only.

5. *Wealth tax on securities deposited abroad (IVAFE)*

Pursuant to Article 19, paragraphs 18 to 23, of Decree No. 201, Italian resident individuals, non-profit entities and certain partnerships including *società semplici* or similar partnerships in accordance with Article 5 of Decree No. 917 holding the Securities outside the Italian territory without the involvement of an Italian financial intermediary are required to pay a wealth tax at a rate of 0.20 per cent (the level of tax being determined in proportion to the period of ownership) (0.40 per cent., as of 2024, in case of financial assets held in States or territories with privileged tax regime identified by the Ministerial Decree of the Ministry of Economy and Finance of May 4, 1999).

The tax is calculated on the fair market value of the Securities at the end of the relevant year or, in the case the fair market value cannot be determined, on their nominal values or redemption values or, in the case the face or redemption values cannot be determined, on the purchase value of any financial asset (including banking bonds, obbligazioni and capital adequacy financial instruments) held abroad by Italian resident individuals. A tax credit is granted for any foreign property tax levied abroad on such financial assets. The wealth tax cannot exceed €14,000 per year for taxpayers which are not individuals.

6. *Inheritance and Gift Tax*

Pursuant to Italian Law Decree No. 262 of 3 October 2006, as converted with amendments by Law No. 286 of 24 November 2006, inheritance and gift taxes have been re-introduced in Italy, with effect as of 3 October 2006 (and, starting from 1 January 2027, Legislative Decree No. 123 of 1 August 2025).

Inheritance and gift taxes apply according to the following rates and exclusions:

- (a) if assets (including money) pass to a spouse, as well as to any linear descendent, tax is levied at a rate of 4 per cent. The tax applies to the value of the assets (net of liabilities) left to each heir/beneficiary which exceeded euro 1,000,000;
- (b) assets (including money) pass to a relative within the fourth degree or to a linear relative-in-law, as well as to a collateral relative within the third degree, tax is levied at a rate of 6 per cent. The tax applies to the value of the assets (net of liabilities) exceeding euro 100,000 if assets are left to a brother or sister; and
- (c) 8 per cent. in all other cases, on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons affected by a handicap deemed as "critical" pursuant to Law No. 104 of 5 February 1992, inheritance and gift taxes apply at the rate mentioned above in (a), (b) and (c) only on the value exceeding euro 1,500,000.

The mortis causa transfer of financial instruments included in a long-term savings account (piano individuale di risparmio a lungo termine) that meets the requirements set forth by Italian law as amended and supplemented from time to time are exempt from inheritance and gift taxes.

7. *Tax monitoring obligations*

Pursuant to Italian Law Decree No. 167 of 28 June 1990, as amended by Law No. 97 of 6 August 2013 and by Law No. 50 of 28 March 2014, individuals, non-profit entities and certain partnerships (in particular, società semplici or similar partnerships in accordance with Article 5 of Decree No. 917) resident in Italy are required to report in their yearly income tax declaration, for tax monitoring purposes, the amount of Securities held abroad during each tax year.

The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the beneficial owner of the instrument for anti-money laundering purposes. The above reporting is not required to be complied with respect to Securities deposited for management or administration with qualified Italian intermediaries and with respect to contracts entered into through their intervention, provided that the financial flows and income derived from the Securities are subject to tax by the same intermediaries.

8. *Financial Transaction Tax*

Pursuant to Article 1 (491 and ff.) of Law No. 228 of 24 December 2012, an Italian financial transaction tax ("FTT") applies to (i) transfers of property rights in shares and other participating securities issued by Italian resident companies (together, the "**Relevant Participating Instruments**"); (ii) transfers of property rights in financial instruments representing any such Relevant Participating Instruments, whether or not such financial instruments are issued by Italian resident issuers (such financial instruments, together the Relevant Participating Instruments, the "**Relevant Instruments**"); and (iii) derivative transactions referencing Relevant Instruments (i.e. derivative transactions or derivative financial instruments and certain equity-linked securities having an underlying mainly represented by one or more of Relevant Instruments or whose value is mainly linked to the Relevant Instruments) including securitised derivatives referencing Relevant Instruments (for example warrants, covered warrants and certificates).

With respect to derivative transactions referencing Relevant Instruments including securitised derivatives the FTT applies regardless of the tax residence of both the counterparties of the transactions and/or where the transaction is executed. The FTT is levied at a fixed amount of between Euro 0.01875 and Euro 200 per transaction, which varies depending on the features and notional value of the securitised derivatives. Where a securitised derivative settled by physical settlement, the FTT is also due upon the transfer of the ownership rights in the underlying Relevant Instruments. A reduced FTT (one fifth of the standard rate) is payable in respect of transactions executed on certain qualifying regulated markets or multilateral trading facilities.

The FTT due in respect of derivative transactions referencing Relevant Instruments including securitised derivatives is payable by both counterparties to a transaction. However, the FTT does not apply where one of the parties to the transaction is the European Union, the ECB (European Central Bank), central banks of the EU Member States, foreign Central Banks or entities which manage the official reserves of a foreign State, or international bodies or entities set up in accordance with international agreements

which have entered into force in Italy. Further specific exemptions exist including, *inter alia*, for (i) subjects who carry on market making activities; (ii) mandatory social security entities and pension funds set up according to Legislative Decree No. 252 of 5 December 2005; and (iii) entities merely interposed in the execution of a transaction.

The FTT is levied by the banks and other financial intermediaries (*società fiduciarie e imprese di investimento abilitate all'esercizio professionale nei confronti del pubblico dei servizi e delle attività di investimento*) ("**Intermediaries**") that are involved, in any way, in the execution of the transaction and subsequently paid to the Italian Revenue. If more than one Intermediary is involved in the execution of the transaction, the FTT is levied by the Intermediary who receives the order of execution by the purchaser of the Relevant Instruments or, in the case of a derivative transaction or securitised derivative referencing a Relevant Instrument, by the counterparty to or purchaser of such derivative. Intermediaries not resident in Italy can appoint an Italian representative for the purposes of the FTT. If no Intermediaries are involved in the execution of the transaction, the relevant FTT must be paid by each relevant party to the transaction themselves.

9. EU Directive on Administrative Cooperation in the field of Taxation

On 9 July 2015, the Italian Parliament adopted Law No. 114 delegating the Italian Government to implement in Italy certain EU Council Directives, including Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). Such Directive is aimed at broadening the scope of the operational mechanism of intra-EU automatic exchange of information in order to fight cross-border tax fraud and evasion. The Italian government implemented the above-mentioned Council Directive 2014/107/EU in the Ministerial Decree issued by the Ministry of Finance on 28 December 2015, as amended by the Ministerial Decree of 17 January 2017. Following the Ministerial Decree quoted, the Italian tax authorities may communicate to other EU Member States information about interest and other categories of financial income of Italian source, including income from the Securities.

Furthermore, the Italian Government implemented the later changes to the Council Directive 2011/16/EU, including the changes introduced by the Council Directive 2376/2015/EU on the mandatory automatic exchange of information on advance cross-border rulings and advance pricing arrangements, through the issue of the Legislative Decree 15 March 2017, no. 32, and by the Council Directive 2016/2258/EU as regards access to anti-money-laundering information by tax authorities, through the issue of the Legislative Decree 18 May 2018, no. 60.

LIECHTENSTEIN TAXATION

The following is an overview of certain material Liechtenstein tax consequences applicable to individual and corporate investors without any considerations in relation to double taxation agreements and tax information exchange agreements. The overview is based on the legislation at the date of this Base Prospectus and is intended to provide general information only, whereas it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or sell the Securities. It is recommended and advisable that potential investors consult their own tax advisers for information with respect to his or her special tax consequences that may arise as a result of holding such Securities, including the provisions contained in double taxation agreements. The Issuers make no representations regarding the tax consequences discussed hereinafter.

Payments made via a Liechtenstein paying agent to investors having their residence or habitual abode in Austria are dealt with below under the heading "Tax Treaty between Austria and Liechtenstein".

Withholding tax

There is no Liechtenstein withholding tax applicable on payments made by the Issuers in respect of the Securities to investors having their residence or habitual abode in Liechtenstein (each such investor a **"Resident Individual"**) or to investors not tax resident in Liechtenstein.

Income Tax and wealth tax

Capital gains and profits from the sale of the Securities earned by Resident Individuals subject to unrestricted taxation in Liechtenstein on their wealth and income are exempt from income tax if the Securities themselves are subject to wealth tax. A Resident Individual's taxable net wealth is multiplied by an interest rate annually determined anew by the Finance Act. The resulting amount is incorporated into the basis for the calculation of the income tax.

Individuals other than Resident Individuals are not subject to wealth tax in respect of the Securities nor income tax on the capital gains or profits earned from sales of the Securities, unless Securities are held by a non resident investor through a Liechtenstein permanent establishment.

Corporate tax

Legal entities (corporations (*Aktiengesellschaften*) and limited liability companies (*Gesellschaften mit beschränkter Haftung*), foundations (*Stiftungen*), establishments (*Anstalten*), trust enterprises (*Treuunternehmen*) with legal personality) as well as UCITS, investment enterprises for other assets or real estate according to the Investment Undertaking Act, LGBl. 2016 No. 45 in its current version, AIF according to the Act on Alternative Investment Funds (AIFA), LGBl. 2013 No. 49 in its current version and comparable undertakings constituted according to the laws of other jurisdictions are subject to unrestricted corporate tax on their total income if they have their domicile or effective place of management in Liechtenstein (each a **"Resident Corporate Taxpayer"**). Non resident legal entities are only subject to tax with certain Liechtenstein source income (e.g. income from real estate or permanent establishments located in Liechtenstein). The corporate tax rate amounts to 12.50 percent levied on the net profits of the legal entity. The GloBE Act of 10 November 2023, LGBl. 2023 No. 484, introduced for large multinational enterprise groups (i.e. with consolidated annual revenues of EUR 750 million or more) a minimum rate of 15 percent for computing the so-called Liechtenstein top-up tax.

However, certain important exemptions exist, namely in respect of:

- (a) capital gains as well as profits from the sale of securities and liquidation proceeds stemming from participations in domestic and foreign legal entities;
- (b) income derived from managed assets in accordance with the Act on UCITS LGBl. 2011 No. 295 in its current version, of investment enterprises for other assets or real estate according to the Investment Undertaking Act, of alternative investment funds according to the AIFA or comparable undertakings according the laws of other jurisdictions; and
- (c) qualifying assets of legal entities subject to the Pension Funds Act LGBl. 2018 No. 464 in its current version,

qualify as non-taxable income.

Since 2019 the exemptions of (a) have experienced a restriction due to Amendment of Tax Act LGBL 2018 No. 147. Dividend income from a foreign underlying legal entity or capital gains on its sale is taxed in Liechtenstein if either the foreign entity's income is made up predominantly (more than 50 per cent.) of passive income and its applicable corporate tax rate equals to less than 6.25 per cent. or is deemed "low taxed", i.e. equaling to less than half of the effective Liechtenstein tax charge or if the dividend paid can be tax deducted by the paying underlying company.

A Resident Corporate Taxpayer investing in the Securities will be subject to taxation on the income derived from those Securities, with a tax-exemption range applicable depending on the type of underlying asset in the Securities.

Income from Securities held by legal entities other than Resident Corporate Taxpayers are not subject to corporate income tax, unless the Securities are attributable to a Liechtenstein permanent establishment of that legal entity. However, the same exemptions in relation to capital gains as well as profits from the sale of securities and liquidation proceeds stemming from participation in domestic and foreign legal entities apply as described above in relation to the Resident Corporate Taxpayers.

Private assets structures

Legal entities subject to ordinary corporate tax in Liechtenstein that qualify as Private Assets Structures as defined in Article 64 of the Tax Act LGBL 2010 No. 340 in its current version (formerly Offshore Companies not pursuing a commercial purpose) are subject to an annual tax of CHF 1,800 if they are acting in the interest of the private wealth of one or more natural persons. Capital gains or profits earned from the sale of the Securities are then not subject to any additional tax apart from the annual tax stated above.

Trusts

Trusts (special endowments not qualifying as a legal entity) which are either domiciled in Liechtenstein or managed in Liechtenstein are not subject to the corporate tax at the rate of 12.50 percent but pay instead a lump sum tax of CHF 1.800.

Stamp taxes

Based on the Customs Treaty between Liechtenstein and Switzerland LGBL 1923 No. 24 in its current version and the respective Liechtenstein enactments thereto Swiss federal stamp tax is applicable in Liechtenstein.

See "*Swiss Federal Stamp Taxes*" below.

Gift and inheritance tax

Effective 1 January 2011, Liechtenstein gift and inheritance tax has been abolished.

Tax Treaty between Austria and Liechtenstein

If the recipient of income from the Securities is a wealth structuring vehicle (*Vermögensstruktur*), established before 31 December 2016 and deemed transparent for tax purposes with a beneficial owner resident in Austria within the meaning of the Tax Treaty between Austria and Liechtenstein dated 29 January 2013 LGBL 2013 No. 432 ("**Tax-Treaty**"), a withholding tax of 27.50 per cent. is levied at source by the Liechtenstein paying agent. The withholding tax is a final levy for the purposes of Austrian tax so that the payment need not be included in a tax return to be filed in Austria. According to the Liechtenstein Automatic Exchange of Information Ordinance LGBL 2015 No. 358 in its current version respective accounts will be considered as so called "exempt accounts" and will not be reported. No tax is withheld if the recipient of the income has explicitly authorised the Liechtenstein paying agent to report the amount of interest paid annually to the Liechtenstein Tax Authority who will forward the information to the competent Austrian authority. Such reporting will follow the rules of the Tax Treaty, however, according to the Protocol dated 19 October 2016 LGBL 2016 No. 522 in its current version, are considered as exchange of information according to Art. 2 of the Treaty on Automatic Exchange of Information between Liechtenstein and the member states of the European Union LGBL 2005 No. 355 in its current version.

The following are deemed as Liechtenstein paying agents pursuant to section 2 Abs. 1 lit. e) of the Tax Treaty i) banks under Liechtenstein banking law and securities dealers, ii) natural and legal persons resident or established in Liechtenstein including partnerships and permanent establishments of foreign companies which accept, hold,

invest or transfer assets of third parties or merely pay interest or secure the payment of interest in the course of their business. Also included are natural and legal persons holding a license pursuant to the Trustee Act and pursuant to section 180a Liechtenstein Persons- and Companies Act (PGR) LGBL. 1926 No. 4 in its current version, provided they are members of a governing body of a wealth structuring vehicle.

LUXEMBOURG TAXATION

The following is a general description of certain Luxembourg tax considerations relating to the Securities. It does not purport to be a complete analysis of all tax considerations relating to the Securities, whether in Luxembourg or elsewhere. Prospective purchasers of the Securities should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Securities payments of interest, principal and/or other amounts under the Securities and the consequences of such actions under the tax laws of Luxembourg. The following is based upon the law as in effect on the date of this Base Prospectus. Prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Securities. 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 withholding tax or other taxes refers to Luxembourg tax law and/or concepts only. A Securityholder may not become resident, or 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. Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi) as well as personal income tax (impôt sur le revenu). Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income taxes, 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 solidarity surcharge. 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.

Taxation of the Securityholders

Withholding tax

1. Non-resident Securityholders

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident Securityholders, nor on accrued but unpaid interest in respect of the Securities which are not profit participating, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Securities held by non-resident Securityholders.

2. Resident Securityholders

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**RELIBI Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Securityholders, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Securities held by Luxembourg resident Securityholders.

Under the RELIBI Law, a 20% withholding tax is levied on payments of interest or similar income made or ascribed by Luxembourg paying agents to (or for the benefit of) Luxembourg resident individuals Securityholders. This withholding tax also applies on accrued interest received upon sale, disposal, redemption or repurchase of the Securities. Such withholding tax is in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth who does not hold the Securities as business assets.

Responsibility for the withholding of tax in application of the above-mentioned RELIBI Law is assumed by the Luxembourg paying agent within the meaning of the RELIBI Law.

Income Taxation

1. Non-resident Securityholders

A non-resident Securityholder, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Securities are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Securities. A gain

realised by such non-resident Securityholder on the sale or disposal, in any form whatsoever, of the Securities is further not subject to Luxembourg income tax.

A non-resident Securityholder acting in the course of the management of professional or business undertaking, who 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.

2. Resident Securityholders

Securityholders who/which are resident of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

Luxembourg resident corporate Securityholder

A corporate Securityholder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the Securities, in its taxable income for Luxembourg income tax assessment purposes.

Luxembourg Securityholders 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 (replacing the law of 20 December 2002), as amended; (iii) specialised investment funds subject to the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; or (iv) a company regulated by the Luxembourg law of 23 July 2016 on reserved alternative investment funds and which does not fall under the special tax regime set out in article 48 thereof, are not subject to any Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Securities.

Luxembourg resident individual Securityholder

An individual Securityholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts in respect of the Securities, except if (i) withholding tax has been levied on such payments in accordance with the RELIBI Law; or (ii) the individual Securityholder has opted for the application of a 20% withholding tax in full discharge of income tax in accordance with the RELIBI Law, which applies if a payment of interest has been made or ascribed by a paying agent established outside Luxembourg in an EU Member State or in a State of the European Economic Area.

Under Luxembourg domestic tax law, gains realised by an individual Securityholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, upon the sale or disposal, in any form whatsoever, of Securities are not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the acquisition of the Securities and the Securities do not constitute Zero Coupon Securities. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the RELIBI Law.

An individual Securityholder acting in the course of the management of professional or business undertaking must include this interest in its taxable basis. In that event, such 20% withholding tax levied will be credited against their final income tax liability.

Gains realised by an individual Securityholder acting in the course of the management of a professional or business undertaking and who is resident of Luxembourg for tax purposes are subject to Luxembourg income taxes at the progressive ordinary rate. Also for individuals carrying on a business activity such gains should be subject to municipal business tax at a rate of 6.75% (for Luxembourg City).

Net wealth tax

A corporate Securityholder, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Securities are attributable, is subject to Luxembourg net wealth tax on such Securities, except if the Securityholder is governed by (i) the Luxembourg law of 11 May 2007 on family estate 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; or (iv) it is a securitisation company governed by the Luxembourg law of 22 March 2004 on securitisation, as amended; or (v) it is a capital company governed by the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended; or (vi) it is a professional pension institution in the form of variable capital companies (*sociétés d'épargne-pension à capital variable* - *SEPCAVs*) or an association (*associations d'épargne-pension* - *ASSEPs*) governed by the Luxembourg 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; or (vii) it is a reserved alternative investment fund, subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds¹⁴².

An individual Securityholder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg net wealth tax on Securities.

Other taxes

In principle, neither the issuance nor the transfer, repurchase or redemption of the Securities will give rise to any Luxembourg registration tax or similar taxes. However, a fixed or ad valorem registration duty may be due upon the registration of the Securities in Luxembourg in the case where the Securities are physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of the Securities on a voluntary basis.

Under present Luxembourg tax law, in the case where a Securityholder is a resident for tax purposes of Luxembourg at the time of his death, the Securities are included in his taxable estate.

No estate or inheritance taxes are levied on the transfer of the Securities, upon death of a Securityholder, in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes.

Gift tax may be due on a gift or donation of Securities, if the gift or donation is recorded in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

¹⁴²

Please however note that securitisation companies governed by the law of 22 March 2004 on securitisation, as amended, or capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or reserved alternative investment funds governed by the law of 23 July 2016, as amended, and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.

NORWEGIAN TAXATION

The following is a description of certain Norwegian tax consequences for holders of Securities who are resident in Norway for tax purposes. Norwegian tax legislation does not currently include statutory legislation relating specifically to Securities. Instead, taxation treatment must be derived from general tax rules and principles applicable to capital income and capital gains. Norwegian tax law is based on substance over form. If the Securities after an overall assessment have characteristics more similar to those of equity instruments rather than debt, the economic reality might overrule the formalities for income tax purposes. The description below for Securities is based on the assumption that the Securities are considered as debt instruments for Norwegian tax purposes and that the holder is considered beneficial owner of the Securities for tax purposes.

The purpose of this description is to provide a high-level and general overview of the main tax consequences that may arise under Norwegian law and the description does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase the Securities.

Special rules apply for holder of Securities that cease to be tax resident in Norway or that for some reason are no longer considered taxable to Norway in relation to their holding of Securities.

The description is based on legislation in Norway as it is interpreted and practised as of the date of this document, which may be amended from time to time, possibly with retroactive effect. The tax treatment of each holder partly depends on the holder's specific situation, and the specific instrument issued to the holder. Each investor should consult a tax adviser as to the tax consequences relating to their particular circumstances resulting from holding and disposition of Securities.

Taxation of return on the Securities prior to disposal

Any kind of return received on the Securities prior to the disposal is taxable as "ordinary income" at the hand of the holder of Securities subject to the ordinary income tax rate of 22 per cent.. For financial institutions covered by the Norwegian financial tax (No: "Finansskatt"), return of the Securities will be subject to a special tax leading to an effective tax rate of 25%.

Return on the Securities is taxed on accruals basis, i.e. regardless of when the return is actually paid.

Taxation upon disposal or redemption of the Securities

Redemption at the end of the term as well as prior disposal is treated as realization of the Securities and will trigger a capital gain or loss. Capital gains will be taxable as "ordinary income", subject to the flat rate of 22 per cent. (25% for financial institutions covered by the Norwegian financial tax, as referred to in "Taxation of return on the Securities prior to disposal" above).

The tax liability applies irrespective of how long the Securities have been owned and the number of Securities that have been redeemed or realised. Losses will be deductible in the Securityholder's "ordinary income", taxed at the same tax rate.

Any capital gain or loss is computed as the difference between the amount received by the Securityholder on realization and the cost price of the Securities. The cost price is equal to the price for which the Securityholder acquired the Securities. Costs incurred in connection with the acquisition and realization of the Securities may be deducted from the Securityholder's taxable income in the year of the realization.

Net wealth taxation

Corporations and companies are generally not subject to net wealth taxation in Norway.

Individuals tax resident in Norway are subject to net wealth taxation in Norway. The value of the Securities at the end of each income year will be included in the computation of the Securityholder's taxable net wealth for municipal and state net wealth tax purposes. Listed bonds are valued at their quoted value on 1 January in the assessment year, while non-listed bonds are valued at their estimated market value on 1 January in the assessment year. The marginal net wealth tax rate is 1% on net wealth exceeding NOK 1,900,000 and up to NOK 21,500,000, and a rate of 1.1% on net wealth exceeding NOK 21,500,000 (2025).

VAT and transfer taxes

No VAT, stamp or similar duties are currently imposed in Norway on the transfer or issuance of Securities.

Inheritance tax

Norway currently does not impose inheritance or gift tax.

Under the current rules, the heir acquires the donor's tax input value based on principles of continuity. Thus, the heir will be taxable for any increase in value in the donor's ownership, at the time of the heir's realization. However, the principles of continuity only applies if the donor was taxable in Norway.

POLISH TAXATION

The following is a summary of certain Polish tax considerations with respect to the holding of Securities issued by current Issuers by an investor resident in Poland. The summary does not cover tax consequences concerning exemptions available to specific taxpayers or specific taxable items. This information is of a general nature and does not purport to be a comprehensive description of all Polish tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Securities. Prospective purchasers of the Securities are advised to consult their professional tax advisers concerning the tax consequences of acquiring, holding and disposal of the Securities under their individual circumstances.

The reference to "interest" as well as to any other terms in the paragraphs below means "interest" or any other term as understood in Polish tax law.

For the purpose of this Section:

"Affiliated Entities" shall mean:

- (i) entities of which one entity Exercises a Significant Influence on at least one other entity; or
- (ii) entities on which a Significant Influence is exercised by:
 - (A) the same other entity; or
 - (B) the spouse or a relative by consanguinity or affinity up to the second degree of a natural person Exercising a Significant Influence on at least one entity; or
- (iii) a partnership that is not a legal person within the meaning of the CIT Act (in principle, a tax transparent partnership) without legal personality and its partners (partner); or
- (iv) limited partnerships and limited joint-stock partnership with their registered office or management in the territory of the Republic of Poland and its general partner; or
- (v) specific general partnerships with their registered office or management in the territory of the Republic of Poland and its partner; or
- (vi) a taxable person and their foreign establishment, and in the case of a tax capital group - a company being its part and its foreign establishment; and

(each of being a manifestation of an existence an "Affiliation").

"Exercising of a Significant Influence" shall mean

- (i) holding directly or indirectly at least 25 per cent. of:
 - (A) shares in the capital or
 - (B) voting rights in the supervisory, decision-making or managing bodies; or
 - (C) shares in or rights to participate in the profits, losses or the property or their expectative, including participation units and investment certificates; or
- (ii) the actual ability of a natural person to influence key economic decisions taken by a legal person or an organisational unit without legal personality; or
- (iii) being the spouse or a relative by consanguinity or by affinity up to the second degree.

Income taxation of a Polish tax resident personal income taxpayer

Under Art. 3.1 of the Act on Personal Income tax Act dated 26 July 1991 (as amended, the **PIT Act**) natural persons, if they are residing in Poland, are subject to tax on their total income (revenue) regardless of the location of their sources of income (unlimited tax liability).

Under Art. 3.1a a person residing in Poland is a person who:

- has a center of personal or economic interests in Poland (centre of vital interests); or
- stays in Poland for more than 183 days in a tax year, unless the relevant tax treaty provides otherwise (Article 3.1a of the PIT Act).

According to Art. 17 of the PIT Act, income from the Securities should be treated as money capital (*kapitały pieniężne*) source of income, which includes: (i) interest (discount) from securities (Art. 17.1.3 of the PIT Act); (ii) redemption of notes generating periodical proceeds by the issuer (*wykup przez emitenta obligacji, od których są należne świadczenia okresowe*, the "**Redemption**") (Art. 17.1.3a of the PIT Act); and (iii) disposal of securities for remuneration (Art. 17.1.6.a of the PIT Act).

Interest income and income from the issuer's redemption of Securities on which periodic benefits are due

Under Art. 30a.7 of the PIT Act, interest income, including discount, from Securities and income from the Redemption does not cumulate with general income taxed progressively, but under Art. 30a.1 of the PIT Act (with respect to interest and discount) and Art. 30a.1.2a (with respect to income from Redemption) is subject to tax at flat rate of 19 per cent.

Under Art. 24.24 of the PIT Act, the income from Redemption is calculated as a difference between the amount obtained from the redemption of securities together with proceeds for the last period before the repurchase of the securities and the expenditures incurred for acquisition of the notes on the primary or secondary market by the taxpayer or its testator. Amounts of interest paid by the taxpayer or the testator upon acquisition of the securities in the part in which such interest is free of tax do not constitute expenses for acquisition of the notes for the purposes of calculation of income from Redemption.

Under Art. 41.4 of the PIT Act, the payer of interest or proceeds from Redemption, other than an individual not acting within the scope of their business activity, is obliged to collect flat-rate income tax on any payment of interest or Redemption proceeds.

Under Art. 41.4d of the PIT Act, the entities keeping securities accounts for taxpayers, acting as tax remitters, should withhold the tax on interest (discount) or Redemption income if such interest has been earned in Poland and is related to securities recorded on these accounts, and the payment to the taxpayers made through these entities. These rules should also apply to the entities indicated in Art. 3.2 of the CIT Act (non-residents), to the extent they conduct their business activity through a foreign establishment located within the territory of Poland, if the account on which given securities are recorded is connected with the activity of that establishment. Consequently, foreign entities that do not operate through a Polish permanent establishment, e.g. foreign investment firms, not acting through Polish permanent establishments, should not be obliged to withhold the tax.

There are no regulations defining in which cases income earned (revenue) by a Polish tax resident should be considered income (revenue) earned in Poland. However, we can expect those cases to be analogous to those of non-residents. Pursuant to Art. 3.2b of the PIT Act, income (revenues) earned in the Republic of Poland by non-residents shall include in particular income (revenues) from:

1. work performed in the Republic of Poland based on a service relationship, employment relationship, outwork system and co-operative employment relationship irrespective of the place where remuneration is paid;
2. activity performed in person in the Republic of Poland irrespective of the place where remuneration is paid;
3. economic activity pursued in the Republic of Poland, including through a foreign establishment located in the Republic of Poland;
4. immovable property located in the Republic of Poland or rights to such property, including from its disposal in whole or in part, or from disposal of any rights to such property;
5. securities and derivatives other than securities, admitted to public trading in the Republic of Poland as part of the regulated stock exchange market, including those obtained from the disposal of these securities or derivatives, or the exercise of rights resulting from them;

6. redemption, repurchase, buy-out and otherwise annihilation of participation titles in capital funds established on the basis of the provisions in force in the Republic of Poland and sale of these participation titles for a fee;
7. the transfer of ownership of shares in a company, of all rights and obligations in a partnership without legal personality, or participation in an investment fund, a collective investment undertaking or other legal entity and rights of similar character or from receivables being a consequence of holding those shares, rights and obligations, participation or rights- if at least 50% of the value of assets of this company, partnership, investment fund, collective investment undertaking or legal entity is constituted, directly or indirectly, by immovable properties located in the Republic of Poland, or rights to such immovable properties;
8. the transfer of ownership of shares, all rights and obligations, participation or similar rights in a real estate company (as defined in the PIT Act);
9. the receivables settled, including receivables put at disposal, paid out or deducted, by natural persons, legal persons, or organisational units without legal personality, having their place of residence, registered office, or management board in the Republic of Poland, irrespective of the place of concluding and performing the agreement; and the income (revenue) referred to in this point is considered to be the revenue listed in Art. 29.1 of the PIT Act, if they do not constitute income (revenue) referred to in points (i)-(vii) above; Art. 29.1 of the PIT Act lists, among others, interest income other than those mentioned in Art. 30a.1 of the PIT Act (which, in turn, refers to interest and discount on securities and from the Redemption); and
10. unrealised gains as referred to in the exit tax regulations covered by the PIT Act.

The above list is not exhaustive; therefore, the tax authorities may also consider that income (revenues) not listed above is sourced in Poland.

Given the above, each situation should be analysed to determine whether interest earned by a Polish tax resident individual from the securities is considered to be income sourced in Poland and whether the entity operating the securities account for the individual will withhold the tax. Since the issuer is not a Polish entity as a rule interest from the securities should not be considered as earned in the territory of Poland, unless specific situation occurs (eg the securities are admitted to public trading in Poland).

It should be expected that the issuer itself or operating the securities account will not withhold the tax.

Under Art. 45.3b of the PIT Act, if the tax is not withheld, Polish tax resident individual is obliged to declare and settle the tax themselves in their annual tax return. Under Art. 45.1 of the PIT Act, the annual tax return should be submitted by 30 April of the following year.

Separate, specific rules apply to income from interest and from Redemption on securities held on Polish omnibus accounts (within the meaning of the provisions of the Act on Trading in Financial Instruments, hereinafter "**Omnibus Accounts**"). Under Article 41.10 of the PIT Act, insofar as securities registered in Omnibus Accounts are concerned, the entities operating Omnibus Accounts through which the amounts due are paid are liable to withhold the flat-rate income tax on interest income. The tax is charged on the day of placing the amounts due at the disposal of the Omnibus Account holder. This rule also applies to remitters who are payers of corporate income tax and are subject to limited tax liability in Poland, to the extent they conduct their business through a foreign establishment and it is to that establishment's operations that the securities account is linked.

Pursuant to Art. 30a.2a of the PIT Act, with respect to income (revenue) from interest and Redemption transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 19 per cent. flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder. These rules should also apply to the entities indicated in Art. 3.2. of the CIT Act to the extent that they conduct business activity through a foreign establishment located within the territory of Poland, if the account on which given securities are recorded is connected with the activity of that establishment. Consequently, foreign entities that do not operate through a Polish permanent establishment, e.g. foreign investment firms not acting through Polish permanent establishments, should not be obliged to withhold the tax.

Under Art. 45.3c of the PIT Act, taxpayers are obliged to disclose the amount of incomes (revenues) from interest (discount) and Redemption on securities (including the Securities) in the annual tax return if the Securities were registered in an Omnibus Account and the taxpayer's identity was not revealed to the tax remitter.

Under Art. 30a.9 of the PIT Act, withholding tax incurred outside Poland up to an amount equal to the tax paid abroad, but not higher than the tax calculated at 19% per cent. The relevant double tax treaties to which Poland is a party can provide other methods for avoiding the double taxation.

Income other than interest

Income other than interest or Redemption derived by a Polish tax resident individual from financial instruments held as non-business asset, including income from transfer of Securities against a consideration does not cumulate with general income taxed progressively, but is subject to flat rate tax at 19 per cent. The cost of acquiring Securities is generally tax deductible when the corresponding revenue from disposal of Securities is earned.

Revenue from the disposal of Securities against a consideration is their value expressed in the price specified in the contract (Art. 17.2 and Art. 19.1 of the PIT Act). However, if the price, without justified economic reasons, significantly differs from the market value, the tax authority determines the revenue in the amount of the market value (Art. 19.4 of the PIT Act).

The Polish tax resident individual is obliged to declare and settle the tax due on the disposal of Securities against consideration themselves from 15 February until 30 April of the year following the year in which the income was earned (Art. 45.1 of the PIT Act). No tax is withheld by the person making the payments.

In principal, if an individual holds the Securities as business assets in principle in accordance with art. 30b.3 of the PIT Act the income should be taxed the income should be subject to tax in the same way as other business income. This will either be tax, at 19 per cent. rate or the 12 per cent. to 32 per cent. progressive tax rate depending up on the individual's choice and the meeting of certain conditions, which should be settled by the individuals themselves.

Income taxation of a Polish tax resident corporate income taxpayer

Under Art. 3.1 of the Act on Corporate Income tax Act dated 15 February 1992 (as amended, the CIT Act) taxpayers, if they have their registered office or management board in Poland are subject to tax on their total income, regardless of where it is earned.

The taxpayer has a management board in Poland, inter alia, when current affairs of that taxpayer are conducted in an organized and continuous manner in Poland, based in particular on:

- a contract, decision, court ruling or other document regulating the establishment or functioning of that taxpayer; or
- powers of attorney granted; or
- Affiliations.

A Polish tax resident corporate income taxpayer should be subject to income tax regarding the Securities (both on any capital gains and on interest/discount) following the same principles as those which apply to any other income received from business activity within the same source of income. Interest is generally taxable on a cash basis, i.e. when it is received or capitalized and not when it has accrued. In respect of capital gains revenue from the disposal of Securities against a consideration is their value expressed in the price specified in the contract. However, if the price, without justified economic reasons, significantly differs from the market value, the tax authority determines the revenue in the amount of the market value. The cost of acquiring Securities is generally tax deductible when the corresponding revenue from disposal of Securities is earned. The Polish tax resident corporate income taxpayer itself (without the involvement of the tax remitter) is responsible for settling any income tax on interest/discount and on the disposal of Securities against a consideration within the relevant source of income.

Regarding the proper source of revenue, in principle, the income (revenue) from securities, including their transfer against a consideration, is combined with revenues from capital gains (Art. 7b.1.6 of the CIT Act). In the case of insurers, banks and certain other entities, this revenue is classified as revenues from other sources than capital gains (Art. 7b.2 of the CIT Act).

As a rule, the appropriate tax rate is the same as the tax rate applicable to business activity, ie 19 per cent. for a regular corporate income taxpayer or 9 per cent. for small and new taxpayers i.e. taxpayers with revenues in the tax year not exceeding EUR 2 million ("**Small Taxpayers**") (with certain exceptions listed in Art. 19.1a-1e of the CIT Act), taking into consideration the appropriate source of income (the lower rate does not apply to incomes classified as capital gains – Art. 7b of the CIT Act).

There are certain groups of taxpayers that will be subject to increased CIT rates from tax years beginning in 2026 onwards as presented below:

		Tax year beginning in		
		2026	2027	2028 onwards
A.	Banks (domestic and foreign), tax groupings including a domestic bank (only in the part in which the income of this bank remains in the sum of the income of the companies that make up this grouping), credit institutions (as defined in CRR) - excluding cooperative banks	30%	26%	23%
B.	Cooperative banks, savings and credit unions	27%	23%	21%
C	Entities from groups A. (excluding tax groupings). and B. being Small Taxpayers	17%	13%	11%

Entities from groups A-C should verify the CIT Act to check the applicable rate, as it provides for provisions addressing (i) cases when the tax year does not match the calendar year, (ii) simplified tax advances (iii) taxpayers under special restructuring proceedings (Art. 38aa -Art. 38ad of the CIT Act).

Although Polish corporate income taxpayers should not be subject to Polish withholding tax, such tax may be withheld, under specific rules applying to interest income on securities held in Omnibus Accounts, under Art. 26.2a of the CIT Act, for income (revenue) from interest transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 20 per cent flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder. If such tax is withheld for a Polish tax resident corporate income taxpayer, to receive a refund of such tax, the entity should contact its tax advisor.

Any withholding tax incurred outside Poland up to an amount equal to the tax paid abroad, but not higher than the tax calculated according to the relevant domestic rate can be deducted from Polish income tax liability. The relevant conventions for the avoidance of double taxation to which Poland is a party can provide other methods for avoiding the double taxation.

Securities held by a non-Polish tax resident (natural person or corporation)

Under Art. 3.2a of the PIT Act, natural persons, if they do not reside in Poland, are liable to pay tax only on income (revenue) earned in Poland (limited obligation to pay tax).

Under Art. 3.2 of the CIT Act, in the case of taxpayers who do not have their registered office or management in Poland, only the income they earn in Poland is subject to tax obligation in Poland.

Non-Polish tax resident individuals and corporate income taxpayers are subject to Polish income tax only with respect to their income earned in Poland. Under Art. 3.3 of the CIT Act, income (revenues) earned in the Republic of Poland by non-residents shall include in particular income (revenues) from:

1. all types of activity pursued in the Republic of Poland, including through a foreign establishment located in the Republic of Poland;

2. immovable property located in the Republic of Poland or rights to such property, including from its disposal in whole or in part, or from the disposal of any rights to such property;
3. securities and derivatives other than securities, admitted to public trading in the Republic of Poland as part of the regulated stock exchange market, including those obtained from the disposal of these securities or derivatives, or the exercise of rights resulting from them;
4. the transfer of ownership of shares in a company, of all rights and obligations in a partnership without legal personality, or participation in an investment fund, a collective investment undertaking or other legal entity and rights of similar character or from receivables being a consequence of holding those shares, rights and obligations, participation or rights - if at least 50% of the value of assets of this company, partnership, investment fund, collective investment undertaking or legal entity is constituted, directly or indirectly, by immovable properties located in the Republic of Poland, or rights to such immovable properties;
5. the transfer of ownership of shares, all rights and obligations, participation or similar rights in a real estate company (as defined in the CIT Act);
6. the receivables settled, including receivables put at disposal, paid out or deducted, by natural persons, legal persons, or organisational units without legal personality, having their place of residence, registered office, or management board in the Republic of Poland, irrespective of the place of concluding or performing the agreement; and
7. unrealised gains referred to in Chapter 5a of the CIT Act covering exit tax regulations.

Similar provisions are included in Art. 3.2b of the PIT Act.

It should be noted that the list of incomes (revenues) gained in Poland, as provided in Art. 3.3. of the CIT Act and Art. 3.2b of the PIT Act is not exhaustive, therefore, other income (revenues) may also be considered as earned in Poland.

Given the above, each situation should be analysed to determine whether interest earned by a Polish tax resident from the Securities is considered to be income sourced in Poland. However, since the issuer is not a Polish entity, income from the Securities should not be considered as earned in Poland and no Polish withholding tax should apply, unless specific circumstances occur, e.g. the Securities are admitted to public trading in Poland.

If income from the Securities is considered as sourced in Poland, the following applies:

Sale of Securities against consideration

Income from sale of Securities against consideration by a non-Polish tax resident (individual or a corporate income taxpayer) is (as earned in Poland) in principal, subject to the same rules of taxation (et al. rules for determining income, tax amount, tax payment deadlines) that apply to entities subject to unlimited tax liability (Polish tax residents) as presented in sections "*Income other than interest*" and "*Income taxation of a Polish tax resident corporate income taxpayer*". However, the majority of double tax treaties concluded by Poland provide for an exemption from income tax on capital gains, including income from the sale of securities obtained in Poland by a tax resident of a given country.

Exemption for interest obtained by non-Polish tax residents on Securities meeting special conditions and remittance exemption

Corporate income tax

Under Art. 17.1.50c of the CIT Act, tax-free income is income earned by a CIT taxpayer subject to limited tax liability in Poland in respect of interest or a discount on notes:

- (i) having a maturity of at least one year;
- (ii) admitted to trading on a regulated market or introduced into an alternative trading system within the meaning of the Act of 29 July 2005 on Trading in Financial Instruments, in the territory of Poland or in the territory of a state that is a party to a double tax convention concluded with Poland which regulates the taxation of income from dividends, interest and royalties;

unless the taxpayer is an Affiliated Entity of the issuer of such notes, and holds, directly or indirectly, together with other Affiliated Entities, more than 10% of the nominal value of those notes (the "**Special Exemption**").

Under Art. 26.1aa and 1ae of the CIT Act, remitters are not obliged to withhold tax on interest or discount in respect of the notes eligible for Special Exemption, provided that the issuer submits to the tax authority a declaration that it has acted with due diligence in informing Affiliated Entities (excluding entities whose Affiliations result solely from connections with the State Treasury (*Skarb Państwa*) or local government units or their associations), about the exemption conditions applying to those Affiliated Entities.

According to Art. 26.1af of the CIT Act, the declaration referred to above is submitted once in relation to a given notes issue, no later than the date of payment of interest or discount on these securities. At the payer's request, the issuer is obliged to confirm its submission (Art. 26.1ag of the CIT Act).

The declaration is submitted in electronic form corresponding to the logical structure available in the Public Information Bulletin on the website of the office serving the minister responsible for public finances (Art. 26.7j of the CIT Act).

Personal income tax

Under personal income tax, there are analogous provisions on tax exemption regarding interest and discount referred to above (Art. 21.1.130c of the PIT Act) and releasing tax remitters from the obligation to withhold tax on interest or discount (Art. 41.24-27 of the PIT Act), with the exception that the tax remitters being entities operating securities accounts and Omnibus Accounts are obliged withhold tax with respect to income (revenue) obtained by Polish tax resident natural person from securities otherwise eligible for the relief (Art. 41.24 *in fine* of the PIT Act) (PIT Special Exemption). These remitters include entities being Polish tax residents as well as non-Polish tax residents conducting business activities through a foreign establishment located in the territory of the Republic of Poland, if the account on which the securities are recorded is related to the activities of this establishment (Art. 41.4d and 41.10 of the PIT Act).

It must be noted that under Art. 30a.2a of the PIT Act, with respect to income (revenue) from interest or Redemption transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 19 per cent. flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder.

Therefore, if the entities operating Omnibus Accounts acting as tax remitters are not able to identify the natural person ie whether it is or not tax resident in Poland, they may withhold tax at full rate on income from Securities that would otherwise be eligible for the PIT Special Exemption.

Failure to meet the conditions for the Special Exemption or PIT Special Exemption

In the absence of the Special Exemption or PIT Special Exemption referred to above, the following rules apply.

In the case of taxpayers subject to limited tax liability in Poland, the interest (discount) on the Securities earned in the Polish territory is taxed as a general rule at a flat rate of 20 per cent. in the case of corporate income taxpayers (Art. 21.1.1 of the CIT Act). The applicable tax rate for the income from interest (discount) on securities and on the Redemption is 19 per cent. in the case of natural persons (Art. 30a.1 of the PIT Act).

Under Art. 26.1 of the CIT Act, interest payers, other than individuals not acting within the scope of their business activity, should withhold this tax. When verifying the conditions for the application of a withholding tax rate, exemption or the conditions for the non-collection of tax resulting from special provisions or double tax treaties, the remitter must exercise due diligence. When assessing the exercise of due diligence, the nature and scale of activity conducted by the remitter as well as its Affiliation with the taxpayer must be taken into account. Similar provisions are provided in Art. 41.4-4aa of the PIT Act.

Under Art. 26.2c.1 and Art. 26.2a of the CIT Act, the entities operating securities accounts and Omnibus Accounts for taxpayers, acting as tax remitters, should withhold this interest income if such interest income (revenue) was earned in Poland and is connected with securities registered in said accounts, and the interest payment to the taxpayer is made through said entities. Although it is considered that foreign entities do not act as Polish tax remitters, according to the discussed provision, this obligation applies to non-residents to the extent they operate a permanent establishment in Poland and the account, on which securities are registered, is linked to the activity

of this permanent establishment. Similar provisions concerning interest payments to individuals are provided in Art. 41.4d and 41.10 of the PIT Act.

The described rules of taxation may be modified by the relevant provisions of double tax treaties concluded by Poland, based on which a reduced tax rate or income tax exemption may apply to income (revenue) obtained from interest/discount or from Redemption (natural persons only) (Art. 21.2 of the CIT Act, Art. 30a.2 of the PIT Act). To benefit from the tax rate or income tax exemption under the tax treaty, the taxpayer should present a valid certificate of its tax residence. As a rule, the tax residence certificate is considered valid for twelve consecutive months from its date of issue. (unless a specific date of its validity is included in its wording). Tax remitters may require additional documentation in order to be able to apply double tax treaty benefits described above, such as the confirmation of the recipient's beneficial owner status towards the payment.

Moreover, regardless of whether the particular tax treaty requires the recipient of the payment to be its beneficial owner, further to the approach presented by the tax authorities and confirmed by administrative courts verdicts, many tax treaties provide protection only for beneficial owners. Pursuant to Art. 4a.29 of the CIT Act and, respectively, Art. 5a.33d of the PIT Act, beneficial owner means an entity meeting all of the following conditions:

- (i) it receives the amount due for its own benefit, which includes deciding independently about its purpose, and bears the economic risk associated with the loss of that receivable or part of it;
- (ii) it is not an intermediary, representative, trustee, or another entity obliged to transfer the receivable in whole or in part to another entity; and
- (iii) it conducts actual business activity in the country of its registration (country of domiciliation in case of the PIT Act), if the receivables are obtained in connection with the conducted business activity, whereas when assessing whether the entity conducts actual business activity, the nature and scale of such activity in the scope of received receivables are taken into account.

The definition of the beneficial owner no longer refers to Art. 24a.18 of the CIT Act or Art. 30f. 20 of the PIT Act. However, those provisions include the following relevant factors that are likely to be considered by the tax authorities when determining if the given entity performs actual business activity:

- (i) the business activity carried out by the taxpayer is performed through an existing enterprise that actually performs activities constituting an economic activity; in particular, it possesses premises, qualified personnel and equipment used for performing business activity;
- (ii) the taxpayer does not create artificial arrangement without a connection with any business activity;
- (iii) the taxpayer's actual premises, its personnel or equipment correspond to the scope of its actual business activity;
- (iv) the agreements concluded by the taxpayer are realistic in economic terms, they have economic justification and they are not noticeably contrary to the general business interest of the taxpayer; and
- (v) the taxpayer carries out its business functions independently, using its own resources, including managers who are present in the country of taxpayer's tax residency.

The majority of double tax treaties concluded by Poland provide for an exemption from income tax on capital gains, including income from the sale of Securities obtained in Poland by a tax resident of a given country. The interest treatment differs under particular double tax treaties, some of them providing for general exemption, limiting the exemption to certain categories of recipients or providing for a reduced rate of tax (which may also vary depending on the recipient).

Separate, specific rules apply to interest and amounts received under Redemption on securities held in Omnibus Accounts. In cases where Polish withholding tax should not apply on payments to non-Polish tax residents (natural persons or corporate income taxpayers), under specific rules applicable to interest income on securities held in Omnibus Accounts there is a risk that such tax would be withheld.

Under Art. 26.2a of the CIT Act, with respect to income (revenue) from interest transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 20 per cent. flat-rate tax is withheld by

the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder.

Under Art. 30a.2a of the PIT Act, with respect to income (revenue) from interest or from Redemption transferred to taxpayers holding rights attached to securities registered in Omnibus Accounts whose identity has not been revealed to the tax remitter in accordance with the Act on Trading in Financial Instruments, a 19% flat-rate tax is withheld by the tax remitter from the aggregate income (revenue) released for the benefit of all such taxpayers through the Omnibus Account holder. If such tax is withheld for non-Polish tax resident taxpayers, to receive a refund of such tax, the entity should contact its tax advisor regarding a refund of such tax.

If a foreign tax resident corporate income taxpayer acts through a permanent establishment in Poland, tax remitters should not withhold the income tax on payments to such recipient, provided that such taxpayer delivers the tax remitter its certificate of tax residency along with a statement that the payments it receives are associated with the activity of its Polish permanent establishment (Art. 26.1d of the CIT Act). However, if it holds the Securities on an Omnibus Account, please see the comments on Omnibus Accounts presented above, in the section on taxation of a Polish tax resident corporate income taxpayer.

Pay & Refund regime

In addition to the rules set out above, in the event of failure to meet the conditions for the Special Exemption, the following regime applies.

Corporate income tax

Under Art. 26.2e of the CIT Act, if the total amount paid out between Affiliated Entities on account of the items listed in Art. 21.1.1 of the CIT Act (including interest on Securities) and Art. 22.1 of the CIT Act to the same taxpayer exceeds PLN 2,000,000 in the tax year of the payer, payers are, as a general rule, required to withhold, on the day of payment, a flat-rate income tax at the basic rate (20 per cent. in the case of interest/discount on Securities) from the excess over that amount, without being able not to withhold that tax on the basis of an appropriate double tax treaty, and also without taking into account exemptions or rates resulting from special regulations or double tax treaties (hereinafter the Pay & Refund).

Based on Art. 26.2ca of the CIT Act, the entities making payments through securities accounts or Omnibus Accounts are obliged to provide the entities maintaining these accounts, at least 7 days before the payment is made, with information about the existence of Affiliations between them and the taxpayer and about exceeding the amount of PLN 2,000,000. Entities providing this information are required to update it before making the payment in the event of a change in the circumstances covered by the information. In addition, in accordance with Art. 26.2ed of the CIT Act, in the circumstances referred to in section 2c, the excess amount and the existence of Affiliations will be determined by the entity keeping securities accounts or Omnibus Account. The entity keeping securities accounts or Omnibus Accounts does not take into consideration the amounts of payments on which tax was collected in accordance with Art. 26.2a of the CIT Act.

Under Art. 26.2i and 26.2j of the CIT Act, if the payer's tax year is longer or shorter than 12 months, the amount to which the Pay & Refund applies is calculated by multiplying 1/12 of PLN 2,000,000 and the number of months that have begun in the tax year in which the payment was made; if the calculation of that amount is not possible by reference to the payer's tax year, the Pay & Refund shall apply accordingly to the payer's current financial year and, in its absence, with respect to the payer's other period with features specific to the financial year, not longer however than 23 consecutive months.

Under Art. 26.2k of the CIT Act, if the payment was made in a foreign currency, to determine whether the amount to which the Pay & Refund applies was exceeded, the amounts paid are converted into PLN at the average exchange rate published by the National Bank of Poland on the last business day preceding the payment day.

Under Art. 26.2l of the CIT Act, if it is not possible to determine the amount paid to the same taxpayer, it is presumed that it exceeded the amount from which the Pay & Refund applies.

Under Art. 26.7a of the CIT Act, the Pay & Refund does not apply if the payer has declared that:

- (i) it holds the documents required by the tax law for the application of the tax rate or tax exemption or non-taxation under special regulations or double tax treaties;

- (ii) after the verification of the conditions to apply an exemption or reduced withholding tax rate resulting from special regulations or double tax treaties, it is not aware of any grounds for the assumption that there are circumstances that exclude the possibility of applying the tax rate or tax exemption or non-taxation under special regulations or double tax treaties, in particular it is not aware of the existence of circumstances preventing the fulfilment of certain conditions referred to in other regulations, including the fact that the interest recipient is their beneficial owner and, if the interest is obtained in connection with the business activity conducted by the taxpayer, that in the country of tax residence the taxpayer carries on the actual business activity.

The above is to be declared by the head of the unit within the meaning of the Accounting Act or a designated member of such head being a collegiate body (e.g. the Issuer's management board). The declaration cannot be made by proxy. The declaration is to be made by in electronic form not later than on the last day of the second month following the month in which the threshold specified above was exceeded, however, the performance of this obligation after the payment is made does not release the payer from the obligation to exercise due diligence before the payment is made (Art. 26.7b and 26.7c of the CIT Act).

In the case of withholding tax being imposed as a result of the Pay & Refund, if double tax treaties or special regulations provide for a tax exemption or reduced tax rate, the taxpayer or tax remitter (if the taxpayer has paid tax with its own funds and has borne the economic burden of such tax, eg as a result of a gross-up clause) may apply for a refund of that tax by submitting the relevant documents and declarations. When recognizing that the refund is justified, the tax authorities shall carry it out within six months.

Pursuant to the Regulation of the Minister of Finance dated 28 December 2022 regarding the exclusion of the obligation to collect flat-rate corporate income tax (the Regulation), in respect of securities held on securities accounts or Omnibus Accounts, until 31 December 2026 the application of the Pay & Refund regime is excluded to interest payable to taxpayers having their registered office or management outside the territory of the Republic of Poland.

Personal Income Tax

Analogous provisions apply to personal income tax (applying to interest and amounts earned from Redemption), including Art. 41.12 of the PIT Act which provides for an analogous Pay & Refund regime, while the Regulation of the Minister of Finance of 28 December 2022 regarding the exclusion of the obligation to collect flat-rate personal income tax is the equivalent of the Regulation.

Solidarity levy on income from disposal of Notes for consideration generated by Polish or non-Polish tax-resident individuals

Under Art. 30h of the PIT Act, natural persons are obliged to pay a solidarity levy in the amount of 4 per cent. of the basis for calculating this levy.

The basis for calculating the solidarity levy is the amount in excess of PLN 1,000,000 of the sum of income subject to taxation under Art. 27 sec. 1, 9 and 9a, Art. 30b (including income from disposal of securities against a consideration when held as non-business assets), Art. 30c (including business profits subject to flat rate taxation) and Art. 30f of the PIT Act after their reduction by:

- (1) the amounts of contributions referred to in Art. 26. 1. 2 and 2a, and the contributions referred to in Art. 30c2.2;
- (2) the amounts referred to in Art. 30f. 5 of the PIT Act – deducted from this income.

In calculating the base amount of the solidarity levy for a given calendar year, one should include the incomes and the incomes deductions as described above, as reported in:

- (a) the annual tax calculation referred to in Art. 34.7 of the PIT Act (the annual tax calculation prepared and sent by social allowance authorities to the taxpayers receiving income, in particular, from age and disability allowance) if such a reconciliation shows a payable tax; and
- (b) the tax returns referred to in Art. 45.1, 45.1a.1, 45.1a.2 and Art. 45.1aa of the PIT Act for which the filing deadline falls within the period starting on the day following the lapse of the time period for filing of the solidarity levy amount statement in the year preceding that calendar year, to the last day for submission of the solidarity levy amount statement.

Natural persons are obliged to submit to the tax office a declaration on the amount of the solidarity tax by 30 April of the calendar year and pay the solidarity tax within this period.

Withholding taxation of certain payments made to tax havens

Based on Art. 26.1m of the CIT Act, if a tax remitter makes a payment on account of certain capital profits (e.g. revenues from financial instruments, including interest and capital gains) to a corporate entity resident for tax purposes in a tax haven, such tax remitter is obliged to withhold tax at 19 per cent. rate calculated from the amount being paid out.

The list of the tax havens is included in the Regulation of the Minister of Finance from 18 December 2024 on the list of countries and territories applying harmful tax competition in the field of corporate income tax.

Tax on civil law transaction considerations

Neither issue of the Securities nor their redemption should be subject to tax on civil law transactions (TCLT).

Under Art. 1.1.1.a of the Tax on Civil Law Transactions Act dated 9 September 2000 (as amended, the "**TCLT Act**"), agreements for the sale or exchange of assets or property rights are subject to TCLT. The Securities should be recognized as property rights for TCLT purposes.

Civil law transactions are taxable if their subjects are:

- assets located in Poland or property rights exercisable in Poland;
- assets located abroad or property rights exercisable abroad if the acquirer's place of residence or registered office is located in Poland and the civil law transaction was carried out in Poland.

Although this is not clearly addressed in the law, in principle the securities should not be considered as rights exercisable in Poland, consequently, the tax would apply only if the purchaser was Polish and the transaction was concluded in Poland.

TCLT on the sale of the Securities is 1 per cent. and is payable by the purchaser within 14 days after the sale agreement is entered into. If the exchange agreement is concluded, the tax is payable jointly and severally by both parties to the agreement. If such agreement has been entered into in notarial form, the tax due should be withheld and remitted by the notary public. The tax base is the market value of Securities. The market value is determined on the basis of the average prices used in the trade in property rights of the same type, from the day of performing this action, without deduction of debts and weights.

Under Art. 9.9 of the TCLT Act, a tax exemption applies to the sale of property rights being financial instruments (such as the Securities):

- to investment firms or foreign investment firms;
- with the intermediation of investment firms or foreign investment firms;
- through organized trading;
- outside organized trading by investment firms or foreign investment firms if the property rights were acquired by those firms through organized trading; or
- to state-owned banks conducting brokerage activities;
- made through state-owned banks conducting brokerage activities; or
- made outside organized trading by state-owned banks conducting brokerage activities, if these rights were acquired by these banks as part of organized trading,

within the meaning of the provisions of the Act on Trading in Financial Instruments.

Moreover, in accordance with Art. 1a.5 and 1a.7 in connection with Art. 2.4 of the TCLT Act, the TCLT exemption applies to sale or exchange agreements concerning Securities:

- to the extent that they are taxed with VAT in Poland or in another EU Member State or EEA; or
- when at least one of the parties to the transaction is exempt from VAT in Poland or in another EU Member State or EEA on account of that particular transaction.

Remitter's liability

Under Art. 30 of the Tax Code dated 29 August 1997 (as amended), a tax remitter failing to fulfil its duty to calculate, withhold or pay tax to a relevant tax authority is liable for the tax that has not been withheld or that has been withheld but not paid, up to the value of all its assets. The tax remitter is not liable if the specific provisions provide otherwise or if tax has not been withheld due to the taxpayer's fault. In such a case, the relevant tax authority will issue a decision concerning the taxpayer's liability. According to Art. 30.5c of the Tax Code, the issuer is liable for the tax that has not been withheld if the statement made for the purposes of the Special Exemption is factually incorrect. This applies both in cases when the issuer acts as the tax remitter with respect to interest on Security or not, especially if it is withheld by the entity which holds securities accounts or Omnibus Accounts.

Inheritance and donation tax considerations

Under Art. 1.1 of the Act on Inheritance and Donation Tax dated 28 July 1983 (as amended) inheritance and donation tax applies to the acquisition by natural persons of property located in or property rights exercised in Poland, by way of:

- (1) inheritance, ordinary legacy, further legacy, legacy *per vindicationem*, testamentary order;
- (2) donations, donor's order;
- (3) prescription;
- (4) free abolition of joint ownership reserved portion, if the entitled person has not obtained it in the form of a donation made by the testator or by way of inheritance or in the form of a record;
- (5) gratuitous: pension, usufruct and easement.

Acquisition of property located abroad or property rights exercised abroad (such as Securities) is subject to inheritance and donation tax if at the time of opening the inheritance or concluding the donation agreement, the purchaser was a Polish citizen or had a place of permanent residence in Poland (Art. 2 of the Act on Inheritance and Donation Tax).

The tax obligation rests with the purchaser of property or property rights (Art. 5 of the Act on Inheritance and Donation Tax). The tax base is generally the value of the acquired property and property rights after deduction of debts and encumbrances (net value), determined at the acquisition date according to market prices on the day the tax obligation arose (Art. 7.1 of the Act on Inheritance and Donation Tax).

The tax amount depends on the degree of kinship between the testator/donor and the heir/beneficiary. The tax is levied progressively from 3 per cent. to 20 per cent. of the tax base, depending on the tax group in which the recipient qualifies. There is a tax-free amount defined for each of these groups.

Unless the tax is collected by the tax remitter, taxpayers are obliged to submit with the competent tax authority, within one month from the date when the tax obligation arose, a tax return on the acquisition of property or property rights on the relevant form (Article 17a of the Act on Inheritance and Donation Tax). The tax is payable within 14 days from a date when a decision of the relevant head of the tax office assessing the amount of due tax is delivered to the taxpayer.

Securities acquired by the closest relatives (a spouse, descendants, ascendants, stepchildren, siblings, stepfather and stepmother) are tax-exempt subject to filing an appropriate information with the head of the relevant tax office in due time (Article 4a of the Act on Inheritance and Donation Tax). The exemption applies if, at the time of acquisition, the acquirer had Polish citizenship or citizenship of one of the Member States of the European Union or Member States of the European Free Trade Association (EFTA) - parties to the Agreement on the European

Economic Area or had a place of residence in Poland or the territory of such a state (Article 4.4 of the Act on Inheritance and Donation Tax).

PORTUGUESE TAXATION

The following is a general description of current law and practice in Portugal as in effect on the date of this Base Prospectus in relation to certain current relevant aspects to Portuguese taxation of the Securities and is subject to changes in such laws, including changes that could have a retroactive effect. The following description is intended as a general guide only and is not exhaustive. It is not intended to be, nor should it be considered to be, legal or tax advice to any holder of Securities. It does not take into account or discuss the tax laws of any country other than Portugal and relates only to the position of persons who are absolute beneficial owners of the Securities. Prospective investors are advised to consult their own tax advisers as to the Portuguese or other tax consequences of the purchase, ownership and disposal of Securities.

The reference to "interest", "other investment income" and "capital gains" in the paragraphs below means "interest", "other investment income" and "capital gains" as understood in Portuguese tax law. The statements below do not take into account any different definitions of "interest", "other investment income" or "capital gains" which may prevail under any other law or which may be created by the "Terms and Conditions" of the Securities or any related documentation.

Income generated by the holding (distributions) and disposal of Securities should be generally subject to the Portuguese tax regime for debt securities ("obrigações").

Taxation of interest and other investment income

Interest and other investment income obtained by Portuguese resident individuals on the Securities as well as the remuneration received on the exercise of Certificates that entitle the security holder to receive from the relevant Issuer a predetermined amount higher than the subscription value is subject to Personal Income Tax. If the payment of interest or other investment income on the Securities as well as the remuneration received on the exercise of Certificates that entitle the security holder to receive a predetermined amount higher than the subscription value is made available to Portuguese resident individuals through a Portuguese resident entity or a Portuguese branch of a non-resident entity, withholding tax applies currently at 28%. This withholding tax is considered the final tax on this income unless the individual opts to include it in their taxable income ("aggregation"). In cases of aggregation, where income is subject to progressive rates up to 48% (if exceeding €86,634 – amount of the highest Personal Income Tax bracket in 2026), all income classified as "investment income" (irrespective of the source) must be aggregated and an additional income tax will be due on the part of the taxable income exceeding €80,000 as follows: (i) 2.5% on the part of the taxable income exceeding €80,000 up to €250,000 and (ii) 5% on the remaining part (if any) of the taxable income exceeding €250,000.¹⁴³ In this case (aggregation of income), the tax withheld is deemed a payment on account of the final tax due. If the interest on the Securities or the remuneration received on the exercise of Certificates that entitle the security holder to receive from the relevant Issuer a predetermined amount higher than the subscription value is not received through an entity located in Portugal it is not subject to Portuguese withholding tax, but an autonomous taxation currently of 28% will apply, which is the final tax on that income unless the individual opts for aggregation, subjecting all investment income to tax at the progressive rates and additional rates mentioned above.

Interest and other investment income paid or made available ("*colocado à disposição*") on the Securities as well as the remuneration on the exercise of Certificates that entitle the security holder to receive from the relevant Issuer a predetermined amount higher than the subscription value, to Portuguese resident individuals, through Portuguese entities mandated by the debtors or the holders or that act on account of ones or the others, and due by non-resident entities without a permanent establishment in the Portuguese territory and that are domiciled in a country included in the "tax havens" list (Order no. 150/2004 of 13 February, as amended by Order no. 292/2011 of 8 November, Law 144/2017 of 29 December and Order no. 309-A/2020 of 31 December and Order no. 292/2025/1, of 5 September) are subject to a final withholding tax rate at 35%. If the interest on the Securities and the remuneration on those Certificates is not paid or made available through the above-referred entities, it is not subject to Portuguese withholding tax, but an autonomous taxation currently of 35% will apply, which is the final tax on that income.

Interest, other investment income and the remuneration on the exercise of Certificates that entitle the security holder to receive from the relevant Issuer a predetermined amount higher than the subscription value paid or made available ("*colocado à disposição*") to accounts in the name of one or more accountholders acting on behalf of

¹⁴³ These rates apply to mainland Portugal and the Autonomous Region of Madeira. In the Autonomous Region of the Azores, the rates are respectively 1.75% and 3.5%.

undisclosed third parties is subject to a final withholding tax rate of 35%, unless the beneficial owner(s) of the income is disclosed, in which case the general rules will apply.

Taxation of capital gains

Capital gains obtained on the disposal of Securities and transactions related to the Certificates that entitle the security holder to receive the value of a certain underlying asset with the exception of the remuneration arising from Certificates that guarantee the holder the right to receive a minimum value in excess of the subscription value by an individual resident in Portugal for tax purposes are subject to Personal Income Tax, whereby the positive difference between such gains and gains on other securities and losses in securities is subject to tax currently at 28%, which, if such income is not earned as business or professional income, is the final tax on that income unless the individual opts for aggregation, subjecting said income to tax at progressive rates of up to 48%. A surcharge will apply on the part of the taxable income exceeding €80,000 as follows: (i) 2.5% on the part of the taxable income exceeding €80,000 up to €250,000 and (ii) 5% on the remaining part (if any) of the taxable income exceeding €250,000.¹⁴⁴

Nevertheless, capital gains arising from the disposal of Securities are mandatorily subject to aggregation and, consequently, to the progressive Personal Income Tax rates in cases where the Securities disposed of were held for less than 365 days and the taxable income of the individual resident in Portugal is equal to or greater than the amount of the highest Personal Income Tax bracket (€86,634 in 2026).

Income derived from the disposal of Securities (admitted to trading) may be excluded from taxation under the following conditions: (i) 10% of the income, where it arises from assets held for more than 2 years and less than 5 years; (ii) 20% of the income, where it arises from assets held for a period equal to or greater than 5 years and less than 8 years; (iii) 30% of the income, where it arises from assets held for a period equal to or greater than 8 years.

Financial income (interest and other investment income) and capital gains derived from the Securities by legal entities resident for tax purposes in Portugal and by non-resident legal entities with a permanent establishment in Portugal to which the income or gains are attributable are included in their taxable profits. These are subject to Corporate Income Tax at a rate of 19%,¹⁴⁵ or a reduced rate of 15%¹⁴⁶ if the taxpayer qualifies as a Small Mid Cap company under Decree-Law no. 372/2007, of 6 November (as amended from time to time) and subject to the *de minimis* rule of the European Union, applicable to taxable profits up to €50,000 (the excess thereof will be subject to the standard rate of 19%). Additionally, a municipal surcharge ("*derrama municipal*") of up to 1.5% (as set by municipal bodies), may be levied on taxable profits. A state surcharge ("*derrama estadual*") also applies: 3% on the part of taxable profits between €1,500,000 and €7,500,000; 5% on the part of the taxable profits between €7,500,000 up to €35,000,000; and 9% on the part of the profits exceeding €35,000,000¹⁴⁷.

Gratuitous transfers

Gratuitous transfers of the Securities to Portuguese resident individuals are not subject to Portuguese Stamp Tax, as they fall outside the territorial scope of this tax (i.e., there is no connection with the Portuguese territory since the debtor of the patrimonial or credit rights is domiciled, has its head office, place of effective management or permanent establishment outside the Portuguese territory). However, gratuitous transfers of the Securities in favor of a Portuguese resident corporate entity or non-Portuguese resident corporate entity with a Portuguese permanent establishment to which such transfer is attributable, are considered as patrimonial increases. Although these are not subject to Stamp Tax, they are included in the corporate taxable income and taxed at a CIT rate of 19%¹⁴⁸ or 15%¹⁴⁹ for taxpayers qualifying as Small Mid Cap companies under Decree-Law no. 372/2007, of 6 November (as amended from time to time) and subject to the *de minimis* rule of the European Union, applicable to taxable

¹⁴⁴ These rates apply to mainland Portugal and the Autonomous Region of Madeira. In the Autonomous Region of the Azores, the rates are respectively 1.75% and 3.5%.

¹⁴⁵ By Law No. 64/2025 of 7 November, a progressive reduction of CIT rates to 17% by 2028 was approved. Accordingly, the CIT rate will be 19% for the tax period beginning in 2026, 18% in 2027, and 17% in 2028 and subsequent financial years. This rate is 13.3% in the Autonomous Region of the Azores and in the Autonomous Region of Madeira.

¹⁴⁶ This rate is 10.5% in the Autonomous Region of the Azores and in the Autonomous Region of Madeira.

¹⁴⁷ This rate is 2.4%, 4% and 7.2%, respectively, in the Autonomous Region of the Azores and 2.1%, 3.5% and 6.3%, respectively in the Autonomous Region of Madeira.

¹⁴⁸ *Ibid.*, above no 506.

¹⁴⁹ *Ibid.*, above no 507.

profits up to € 50,000 (the excess thereof will be subject to the standard rate of 19%). Additionally, a municipal surcharge ("*derrama municipal*") of up to 1.5% (as set by municipal bodies), may be levied on taxable profits. A state surcharge ("*derrama estadual*") also applies: 3% on the part of taxable profits between €1,500,000 and €7,500,000; 5% on the part of the taxable profits between €7,500,000 up to €35,000,000; and 9% on the part of the profits exceeding €35,000,000¹⁵⁰.

Value Added Tax

The issuance, acquisition and transfer of Securities is not taxable under Value Added Tax.

Wealth and estate tax

There is neither wealth nor estate tax in Portugal on the Securities.

Financial Transaction Tax

There is no financial transaction tax in Portugal.

Non-resident holders (without permanent establishment in Portugal)

Payments made by the Issuer of interest, other investment income or principal on Securities issued by it (as long as it does not have a permanent establishment in Portugal) to an individual or legal entity non-resident in Portugal for tax purposes without a Portuguese permanent establishment to which income may be attributable are not subject to Portuguese tax.

Capital gains realised on Securities by a holder who is neither resident nor engaged in business through a permanent establishment in Portugal to which that gain is attributable are not subject to Portuguese tax.

¹⁵⁰ *Ibid.*, above no 508.

ROMANIAN TAXATION

The following text is a high-level summary of certain Romanian tax aspects and considerations relating to the Securities. This information is of a general nature and it does not purport to be a comprehensive analysis of all relevant tax aspects that has to be considered when deciding to invest in Securities. This summary is based on the provisions of the Romanian fiscal legislation in force as of May 30, 2026.

This summary does not describe any tax aspects resulting from the tax laws of any other state than Romania.

Investors are, under all circumstances, strongly advised to contact their own tax advisor to clarify the individual consequences of their investment, holding and disposal of the Securities.

The summary below assumes that the Issuer of the Securities is not tax resident in Romania and the Securities are not issued via a Romanian branch/permanent establishment of the Issuer.

1.1 Romanian withholding tax on certain payments

Interest income received by a non-resident person from a Romanian resident is subject to withholding tax. Starting from the premise that the Issuer is not resident for tax purposes in Romania and it has no permanent establishment in Romania, the payments made by the Issuer in respect of interest, premiums, principal, dividends, capital gains in connection with Securities will not be deemed made from Romania.

1.2 Taxation of resident individual holders

Tax resident individuals in Romania or non-resident citizens who meet the conditions of tax residence under the Romanian legislation, respectively the criteria of residence provided in the tax Code, are subject to personal income tax in Romania on their world income. Therefore, individual Romanian holders would be subject to personal income tax due on their investment income resulting from holding, redeeming, selling or any other securities transaction. The tax rate applied to investment income varies depending on its nature. Generally, interest and premiums are taxed at a standard rate of 10%, while dividends are subject to a 16% tax rate. For gains derived from the transfer of notes, warrants, certificate, and other derivative transactions, the applicable tax rate is either 3% or 6%, depending on the holding period:

- (a) in the case of securities:
 - (i) by applying a rate of 3% on each gain from the transfer of securities that were acquired and disposed of in a period longer than 365 days, inclusive, from the date of acquisition;
 - (ii) by applying a rate of 6% on each gain from the transfer of securities that were acquired and disposed of in a period less than 365 days from the date of acquisition;
- (b) in the case of operations with derivative financial instruments:
 - (i) by applying a rate of 3% on each gain from carrying out operations with derivative financial instruments held for a period greater than 365 days, inclusive, from the date of acquisition;
 - (ii) by applying a rate of 6% on each gain from carrying out operations with derivative financial instruments held for a period less than 365 days from the date of acquisition. To determine the period in which they were held, it is considered that the securities and financial instruments are sold/redeemed in the same order in which they were acquired, respectively first in - first out, for each symbol.

For the purpose of calculating the gain, the fiscal value is determined by applying the weighted average cost method, including the costs related to the transfer/transaction, for each symbol, regardless of the holding period.

According to the provisions of the Fiscal Code, in Romania, the annual taxable net gain from the transfer of Securities, from any other operations with financial instruments, including derivative financial

instruments, is determined by the taxpayer as the difference between the annual net gain and the reported losses from previous fiscal years from these operations. The annual net gain/loss from transfer of Securities will be determined by the single declaration regarding the income tax and the social contributions due by the natural persons. If the annual result is a net loss it could be recovered up to 70% of the annual net gains obtained in the following 5 consecutive years received by the individuals from the same income and from the same source-country. The loss carryover rule is: the carryover is made chronologically, depending on the age of the loss, in the next 5 consecutive years; the right to carry forward is personal and non-transferable; the carried forward loss, not compensated after the expiration of the 5 years, represents the final loss of the taxpayer.

The annual net losses coming from abroad are carried forward and compensated by the taxpayer with the incomes of the same nature and source, realized on each country and registered in the next 5 fiscal years. Losses incurred from the transfer of Securities and from transactions involving derivative financial instruments, carried out through a Romanian paying agent, are neither carried forward nor offset, and represent definitive losses for the taxpayer.

The fiscal residents of the states with which Romania has concluded a Double Taxation Avoidance Convention are generally taxable for the interests obtained from Romania in the state of fiscal residence, but for each situation, the provisions of the conventions between states must be taken into account. Thus, according to these double taxation conventions, exemptions can be considered in the situation where the natural person has paid tax by withholding tax in a foreign country for the incomes obtained from Securities.

The obligation to declare and pay tax in relation to any income and/or gains obtained from abroad by a Romanian tax resident individual stays with that individual. However, if the payments of the income and/or gains in relations to Securities are effectively performed through a Romanian paying agent, it might be the case that (although this is debatable) the Romanian tax authorities require this agent to withheld at source the income tax due by the Romanian tax resident individual on certain categories of income, such as interest and dividends.

The resident individual holder is obliged to pay the contribution to the state health insurance fund as follows:

- if the incomes achieved are between 6 and 12 gross minimum wages per country, the calculation basis is at the level of 6 gross minimum wages per country, - the minimum gross salary per country starting with January 1, 2025 is RON 4,050. Starting with 1 July 2026 the minimum gross salary is RON 4,325,
- if the incomes achieved are between 12 and 24 gross minimum wages per country, the calculation basis is at the level of 12 gross minimum wages per country,
- if the income earned is at least equal to 24 gross minimum wages per country, the calculation base is at the level of 24 gross minimum wages per country.

For 2025, the limit is RON 24,300 (the minimum gross salary in the country is RON 4,050). The amount of the social health insurance contribution is calculated at the minimum mentioned limits, applying the 10% quota to it.

The contribution to the state health insurance fund is also due even if the income and gains obtained from Securities are lower than the threshold above, but the income and gains from Securities cumulated with revenues obtained by the resident individual from other sources (except for income from salaries and assimilated to salaries, for example income from independent activities, income from other sources, income from intellectual property rights) exceed this threshold.

If the income and gains obtained from Securities are lower than the thresholds above, and the resident individual does not obtain revenues from other sources (with the exception of salaries), the contribution is only optional.

1.3 Taxation of resident entities holders

Resident entities which are tax resident in Romania (i.e. if they are incorporated in Romania or if they have their effective place of management in Romania or if they are legal entities incorporated according

to European legislation with registered office in Romania) will be subject to corporate income tax on their worldwide income, including any income and gains resulting from the holding, redemption, sale or any other transaction with the Securities. The applicable tax rate is 16 per cent. Starting with January 1, 2024 / amended fiscal year starting with 2024, the annual tax losses established by the corporate tax return are recovered from the taxable profits made, within the limit of 70% inclusive, in the next 5 consecutive years.

The taxable base for corporate tax purpose is computed as the difference between revenues and expenses registered by entities as per the accounting rules, adjusted with tax items. Therefore, the corporate tax consequences deriving from holding, redemption, sale or any other transaction with the Securities is dependent also on the accounting treatment applied to such Securities, especially as regards the recognition of the related revenues and expenses.

The Romanian fiscal legislation, exempt from corporate income tax, in certain conditions, the incomes derived from dividends and from evaluation/revaluation/sale of shares.

The Romanian fiscal legislation, states that the losses incurred by a company from selling receivables is deductible within the limit of 30%. In case of credit institutions, if receivables are partially covered by provisions or taken off from the balance sheet and then sold, 70% of the difference between the value of receivable and their selling price represents taxable income. This restriction does no longer apply to transfers of government securities, bonds and other debt instruments that give the holder a contractual right to collect cash, the expenses recorded from such transfers being deductible when calculating the tax result.

The entities with an annual turnover exceeding EUR 50,000,000 will be required to pay a minimum turnover tax of 0,5%, in cases where the corporate income tax due is lower than this minimum tax, in accordance with the applicable legal provisions.

Relief for withholding tax paid in a foreign country in relation with Securities may be available, if Romania has in place a double tax treaty in place with the country where the tax was withheld. The relief is granted under the form of deduction from and within the limit of the corporate income tax due in Romania.

Legal entities with an income lower than the RON equivalent of EUR 100,000 (the income limit is verified taking into account the income earned by the Romanian legal entity, cumulated with the income of companies related to it), and meeting the other conditions set forth by Romanian legislation, may opt to apply the micro-entity income tax of 1% depending on specific criteria. This tax is applied to income obtained (except for certain income specifically provided) without the possibility to deduct expenses.

Dividends distributed by Romanian entities are generally subject to a 16% withholding tax. Nevertheless, a reduced withholding tax rate or an exemption may apply pursuant to the provisions of an applicable Double Taxation Avoidance Treaty, provided that the beneficial owner of the income is able to substantiate its tax residence and satisfy the treaty requirements. In addition, under the provisions implementing the EU Parent-Subsidiary Directive (Directive 2011/96/EU), dividend payments made to qualifying companies resident in another EU Member State may benefit from a full withholding tax exemption, subject to the fulfilment of the statutory conditions regarding legal form, tax status, minimum participation threshold and minimum holding period.

1.4 Taxation of non-residents

Non-resident (legal entities and/or individuals carrying on independent activities) will be subject to tax in Romania in respect of income derived from the Securities, in case they have a permanent establishment in Romania to which the Securities are attributable.

1.5 Stamp duties, transfer taxes, other taxes

There are no stamp duties, transfer taxes or other taxes due in Romania in connection with acquisitions and transactions with Securities, other than those mentioned above.

SLOVAKIAN TAXATION

This summary covers general tax treatments which would be applicable for an individual investor or a corporate investor who was considered a Slovak tax resident and is presumably involved in acquiring, owning or disposing of the Securities as well as receiving any payment in any kind of capital gains on the Securities in the territory of Slovakia. This does not represent a comprehensive summary of all the tax-relevant aspects that may be important from the tax perspective of making an investor's decision to purchase, hold or sell the Securities. This is not to be provided any representation or guarantee regarding possible tax consequences of the purchase, holding or disposal of the Securities or any tax advice provided by the professional. This summary is based on assumption that the Issuer is not deemed to be tax resident in Slovakia and does not operate a branch which should be situated in Slovakia.

Withholding tax on payments made to investor

On the basis that the Issuer is not a resident in Slovakia for tax purposes and has no presence or permanent establishment in Slovakia, there is no Slovak withholding tax applicable on payments made by the Issuer in respect of the Securities to the investor. If the recipient of the payments related to the Securities is considered a Slovak tax resident, respective articles on interest, dividend payments or a disposal of the Securities of Double Tax Treaty concluded between country of Issuer and Slovakia if exists, should be applied. The withholding tax should be triggered only in case while the Issuer was a tax resident or non-residential legal entity with its permanent establishment situated in Slovakia, or in some cases where the Securities are held in a custody account in Slovakia.

Private investor with tax residence in Slovakia

A private individual investor who is a tax resident in Slovakia, is subject to personal income tax which is applied to any income gained from the holding, redemption, sell or any other transaction related to the Securities including interest income or any kind of gain earned from the disposal of the Securities. In general, the applicable tax rate is 19%. However, the tax rate may progressively increase:

- (a) If a total annual income of the Slovak individual investor including income derived from the Securities exceeds EUR 43,983, the rate 25% is applied for the income exceeding this amount.
- (b) If a total annual income of the Slovak individual investor including income derived from the Securities exceeds EUR 60,349, the rate 30% is applied for the income exceeding this amount.
- (c) If a total annual income of the Slovak individual investor including income derived from the Securities exceeds EUR 75,010, the rate 35% is applied for the income exceeding this amount.

The private investor must file a personal income tax return for a particular calendar year when income was credited to investor's account, report his worldwide income subject to income tax and finally pay the tax liability which determined in the annual tax return. Income taxed by withholding tax in Issuer's jurisdiction should be deducted from the total tax liability reported in the country of residence. Gains earned from the sale of Securities which were accepted for trading on the stock exchange in Slovakia or abroad will be exempt from income tax if the private investor holds the Securities for more than one year, whereas this exemption shall not apply to income from the transfer of Securities which were the business assets of the taxpayer. The gains should also be exempt from personal income tax if the Securities were included in a long-term investment portfolio managed by the trader on a capital market in compliance with the Slovak Act on Securities and redeemed from the portfolio after at least 15 years. Furthermore, gains of up to EUR 500 per calendar year from the disposal of the Securities could be exempt, whereas this exemption shall not apply to income from the transfer of Securities which were the business assets of the taxpayer.

In addition to income tax, as a general rule, a private individual investor who is a mandatorily health insured person in Slovakia has to pay health insurance contributions at the rate of 16% of the taxable income from the Securities.

Entrepreneur and Corporate investor with tax residence in Slovakia

Legal entities residing in Slovakia will be subject to corporate income tax on any income resulting from the holding, redemption, sell or any other transaction with the Securities. Such financial income or gain from the disposal of the Securities shall form part of the general corporate income tax basis determined by accounting performed in compliance with Slovak Accounting Principles which is additionally adjusted by non-taxable income

or non-deductible expense. The applicable corporate income tax rate is 21% except the taxpayers with limited income up to EUR 100,000 for whom preferred tax rate in amount of 10% is applied. Taxpayers with income more than EUR 5,000,000 pay a tax rate in amount of 24%.

Non-residential investors in Slovakia

The capital gain earned from the holding or disposal of Securities could be subject to withholding tax of 19% or alternatively 35% applicable for countries which are not discovered on a white-list of jurisdictions concluding a Double Tax Treaty or allowing AVI (Automatic Exchange of Information) with Slovakia or such gain is contributed to the permanent establishment of foreign investor situated in Slovakia.

Value added tax (VAT)

On the basis that the Issuer has no seat in Slovakia for VAT and has no establishment in the Slovak territory which presents material and personal capacity for being a taxable person in Slovakia, no Slovak VAT will be payable with respect to the Securities or with respect to payments on the Securities. In general, purchase or sell transactions regarding the Securities are not within the scope of VAT or deemed to be exempt from VAT as financial service depending on the fact that the transaction is carried out by the Issuer itself or any intermediating party.

Other tax duty in Slovakia

The acquisition, ownership, sell or disposal of the Securities by an investor in Slovakia does not trigger any stamp duty, or any registration obligation, transfer tax, gift tax or other similar tax burden.

SPANISH TAXATION

The information provided below does not purport to be a complete description of tax law and practice currently applicable in the Kingdom of Spain and is subject to any changes in law and the interpretation and application thereof, which could be made with retroactive effect. Furthermore, it is not a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of the Securities, and does not describe the tax consequences for certain categories of taxpayers including, but not limited to entities falling under the attribution of the income regime, financial institutions, Collective Investment Institutions or Cooperatives, which may be subject to specific rules. Prospective investors who are in any doubt as to their position should consult with their own professional advisers.

The description set out below is based upon Spanish state law in force and is subject to any changes in the laws of Spain that may take effect after such date. This description does not take into account any regional or local legislation that could be of application.

This information has been prepared in accordance with the following Spanish tax legislation:

- (i) for individuals resident for tax purposes in Spain which are subject to Personal Income Tax, Law 35/2006, of 28 November 2006, on Personal Income Tax, as amended (the "**PIT Law**"); Royal Decree 439/2007, of 30 March 2007 promulgating the Personal Income Tax Regulations, as amended (the "**PIT Regulations**"); Law 19/1991, of 6 June 1991 on Wealth Tax as amended most recently by Royal Decree Law 18/2019, of 27 December (the "**Wealth Tax Law**"); Law 38/2022, of December 27, for the establishment of temporary energy taxes and taxes on credit institutions and financial credit establishments and creating the temporary solidarity tax on large fortunes, and amending certain tax regulations (the "**Temporary Solidarity Tax On Large Fortunes Law**"); and Law 29/1987, of 18 December 1987, on Inheritance and Gift Tax, as amended (the "**Inheritance and Gift Tax Law**");
- (ii) for legal entities resident for tax purposes in Spain which are subject to Corporate Income Tax, Law 27/2014 of 27 November 2014, on Corporate Income Tax, as amended (the "**CIT Law**") and Royal Decree 634/2015, of 10 July 2015, promulgating the Corporate Income Tax Regulations, as amended (the "**CIT Regulations**");
- (iii) for individuals and entities who are not resident in Spain, Royal Legislative Decree 5/2004, of 5 March 2004, promulgating the Consolidated Text of the Non-Residents Income Tax Law, as amended (the "**NRIT Law**"); Royal Decree 1776/2004, of 30 July 2004, promulgating the Non-Residents Income Tax Regulations, as amended (the "**NRIT Regulations**"); the Wealth Tax Law; the Temporary Solidarity Tax On Large Fortunes Law; and the Inheritance and Gift Tax Law.

I. Taxes on Income and Capital Gains

(i) Individuals with tax residency in Spain subject to Personal Income Tax (*Impuesto sobre la Renta de las Personas Físicas*)

Interest from the Securities obtained by individuals subject to Spanish Personal Income Tax, and also income from the transfer, reimbursement, redemption, exchange or conversion of the Securities would be considered a return on investment obtained from the transfer of funds to third parties according to Article 25.2 of the PIT Law. Such income would be included in the savings taxable base and subject to the rules foreseen in that respect in the PIT Law.

Income included in the savings taxable base are currently taxed (i) at a rate of 19 per cent up to the first €6,000; (ii) at a rate of 21 per cent on the following up to €44,000; (iii) at a rate of 23 per cent on the following up to €150,000; (iv) at a rate of 27 per cent on the following up to €100,000; and (v) at a rate of 30 per cent on any excess over €300,000.

Any income derived from the Securities would be subject to withholding tax, currently at the rate of 19 per cent, on account of the Personal Income Tax of the holder.

On the basis that the Issuers are not resident in Spain for tax purposes and do not operate in Spain through a permanent establishment, branch or agency, all payments of principal and interest in respect of the Securities can be made free of any withholding or deduction for or on account of any taxes in Spain.

Under certain conditions, withholding taxes may apply if the Securities are deposited with a Spanish resident entity acting as depositary or custodian or such Spanish resident entity is in charge of the collection of the income from the Securities, or in charge of the redemption of the securities, or receives from the holder the order to transfer the security, as the case may be.

(ii) *Legal Entities with tax residency in Spain subject to Corporate Income Tax (Impuesto sobre Sociedades)*

The tax regime for Spanish-resident entity holders of Securities is included in the CIT Law and the CIT Regulations.

According to article 10.3 of the CIT Law, the taxable income derived from the interest generated under the Securities and also income from the transfer, reimbursement, redemption, exchange or conversion of the Securities will be calculated in accordance with the accounting treatment of such income by the relevant entity and generally taxed at the standard rate of 25 per cent. Please note that, as of 1 January 2022, profits obtained by legal entities with tax residency in Spain will be taxed at a minimum effective tax rate of 15% of the taxable base in case that (i) the net turnover of the entity is 20 million euros or more or (ii) the entity is taxed under the consolidated tax regime.

Any income derived from the Securities would be subject to withholding tax of 19 per cent on account of the Corporate Income Tax of the holder.

On the basis that the Issuers are not resident in Spain for tax purposes and do not operate in Spain through a permanent establishment, branch or agency, all payments of principal and interest in respect of the Securities can be made free of any withholding or deduction for or on account of any taxes in Spain.

Under certain conditions, withholding taxes may apply if the Securities are deposited with a Spanish resident entity acting as depositary or custodian or such Spanish resident entity is in charge of the collection of the income from the Securities, or in charge of the redemption of the securities, or receives from the holder the order to transfer the security, as the case may be.

In any case, income derived from the Securities obtained by Corporate Income Tax taxpayers will not be subject to withholding tax on account of Corporate Income Tax, in accordance with the provisions of Article 61.s) of the CIT Regulations **provided that** the Securities are listed on an organised market of an OECD country.

(iii) *Individuals and Legal Entities not resident in Spain and subject to Non-Resident Income Tax (Impuesto sobre la Renta de no Residentes)*

Interest generated by the Securities or income from the transfer, reimbursement, redemption, exchange or conversion of the Securities obtained by individuals and legal entities not resident for tax purposes in Spain will be taxed pursuant to the NRIT Law.

Income obtained through a permanent establishment

If the Securities form part of the assets of a permanent establishment in Spain of a non-Spanish resident person or entity, income from the Securities will be taxed under the same rules as those previously set out for legal entities subject to Corporate Income Tax.

Income obtained without a permanent establishment

Income obtained by individuals or entities who are not resident in Spain for tax purposes and who do not act, with respect to the Securities, through a permanent establishment in Spain would not be considered as Spanish-source income and, therefore, would not be subject to taxation and withholding tax in Spain under the Non-Residents Income Tax Law.

II. *Wealth Tax (Impuesto sobre el Patrimonio)*

Only individuals who are holders of Securities would be subject to Wealth Tax. Legal entities are not taxable persons under Spanish Wealth Tax.

(i) ***Individuals with Tax Residency in Spain***

Individuals with tax residency in Spain are subject to Wealth Tax to the extent that their net worth exceeds €700,000 (subject to any exceptions provided under relevant legislation in an autonomous region (*Comunidad Autónoma*)). Therefore, they should take into account the value of the Securities which they hold as at 31 December each year, the applicable rates ranging between 0.2 per cent. and 3.5 per cent.

(ii) ***Individuals with no Tax Residency in Spain***

Non-Spanish residents would not be subject to the Wealth Tax on the holding of the Securities, **provided that** the Securities are not located in Spain and the rights deriving from them cannot be exercised within the Spanish territory.

III. ***Temporary Solidarity Tax On Large Fortunes (Impuesto Temporal de Solidaridad de las Grandes Fortunas)***

Only individuals who are holders of Securities would be subject to Temporary Solidarity Tax On Large Fortunes. Legal entities are not taxable persons under Spanish Temporary Solidarity Tax On Large Fortunes.

With respect to its temporal scope, it was expected to be in force for two years (2022 and 2023), although a review clause was introduced, in order to evaluate its results at the end of its term and assess its maintenance or elimination. It has been extended indefinitely until the review of the patrimonial taxation takes place in the context of the amendment of the regional financing system.

(i) ***Individuals with Tax Residency in Spain***

Individuals with tax residency in Spain are subject to Temporary Solidarity Tax On Large Fortunes to the extent that their net worth exceeds €3,000,000. There is a minimum exemption of €700,000 euros, which applies as from €3,000,000 of net worth.

Therefore, they should take into account the value of the Securities which they hold as at 31 December each year the applicable rates ranging between 1.7 per cent. and 3.5 per cent (notwithstanding the 0 per cent rate applicable to the first €3,000,000 of taxable base, as described below).

The taxable base is currently taxed (i) at a rate of 0 per cent of the first €3,000,000.00; (ii) at a rate of 1.7 per cent on the following €2.347.998,03; (iii) at a rate of 2.1 per cent on the following €5.347.998,03; (iv) at a rate of 3.5 per cent on any excess over €10.695.996,06.

(ii) ***Individuals with no Tax Residency in Spain***

Non-Spanish residents would not be subject to the Temporary Solidarity Tax On Large Fortunes on the holding of the Securities, **provided that** the Securities are not located in Spain and the rights deriving from them cannot be exercised within the Spanish territory.

IV. ***Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)***

(i) ***Individuals with Tax Residency in Spain***

Individuals resident in Spain for tax purposes who acquire ownership or other rights over any Securities by inheritance, gift or legacy will be subject to the Inheritance and Gift Tax in accordance with the applicable Spanish regional or State rules (subject to any regional tax exemptions being available to them). The applicable effective tax rates currently range between 0 per cent. and 81.6 per cent., subject to any specific regional rules, depending on relevant factors.

(ii) ***Legal Entities with Tax Residency in Spain***

Legal entities resident in Spain for tax purposes which acquire ownership or other rights over the Securities by inheritance, gift or legacy are not subject to the Spanish Inheritance and Gift, income obtained will be subject to the Corporate Income Tax.

(iii) *Individuals and Legal Entities not resident in Spain*

Non-Spanish resident individuals and non-Spanish legal entities without a permanent establishment in Spain that acquire ownership or other rights over the Securities by inheritance, gift or legacy, will not be subject to Inheritance and Gift Tax **provided that** the Securities are not located in Spain and the rights deriving from them cannot be exercised within the Spanish territory.

Non-Resident entities with a permanent establishment within the Spanish territory which acquire the ownership or other rights over the Securities by inheritance, gift or legacy are not subject to the Spanish Inheritance and Gift Tax. Rather, income obtained will be subject to the Non-Residents Income Tax, subject to the application of any relevant double taxation treaty.

V. *Value Added Tax, Transfer Tax and Stamp Duty*

The issuance, acquisition and transfer of Securities is not taxable under Transfer Tax and Stamp Duty Tax, in accordance with the Consolidated Text of such tax promulgated by Royal Legislative Decree 1/1993, of 24 September, nor will it be taxable under the Value Added Tax, in accordance with Law 37/1992, of 28 December, regulating such tax.

VI. *Disclosure obligations in connection with assets held abroad by Spanish resident natural and legal persons (Form 720)*

According to Law 7/2012, Spanish resident natural or legal persons holding certain categories of assets abroad (including inter alia all types of debt securities) may be potentially liable to report them to the Spanish tax authorities on a yearly basis (filing in respect of Securities held as of 31 December every year will be due by 31 March of the immediately following year) in certain circumstances. Accordingly, any Spanish resident individual and corporate investors using a non-Spanish resident custodian to hold the Securities may be potentially liable to comply with such reporting obligations in respect of the Securities, if certain conditions are met. Failure to meet this new reporting obligation may trigger significant tax penalties and other tax implications.

Please note that the European Court of Justice delivered a ruling on 27 January 2022 declaring illegal several aspects of the Spain's tax form 720, such as the non-expiration of the debt and the disproportionate sanctions. As a consequence of the above, Law 5/2022 of 9 March 2022 has eliminated the tax debt non-expiration rule and has amended the relevant penalties, so that failure to make the necessary disclosure (including omission, falseness and inaccuracy of the information provided) may still be sanctioned, but the penalties to be imposed will be in accordance with the general regime established in the Spanish General Tax Law.

Notwithstanding the disclosure obligations set forth above, they shall be understood without prejudice to any additional disclosures requirements that may apply before the Spanish Ministry of Economy, Commerce and Company in connection with Spanish investments abroad, as provided in Law 19/2003, of July 4, on the legal regime governing capital movements and foreign economic transactions and on certain measures for the prevention of money laundering, as well as Royal Decree 571/2023, of July 4, relating to foreign investments.

SLOVENIAN TAXATION

The following is a general description of certain Slovenian tax considerations relating to the Securities, based on the Issuer's understanding of the current law and its practice in Slovenia. It does not purport to be a complete analysis of all relevant tax considerations. Furthermore, it only relates to the position of investors who are beneficial owners of the Securities and the interest and may not apply to certain classes of investors. Prospective purchasers of the Securities should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of the Republic of Slovenia of acquiring, holding and disposing of the Securities and receiving payments of interest, principal and/or other amounts under the Securities. This overview is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

Taxation of individuals

Residents and non-residents

In accordance with Article 6 of the Personal Income Tax Act (*Zakon o dohodnini*; "ZDoh-2"), an individual is deemed to be a resident of Slovenia if his registered permanent address, habitual place or the centre of his personal and economic interests is in Slovenia. In addition, any person who has been present in Slovenia in a tax year for more than 183 days in the aggregate is deemed to be a resident in the tax year. Resident individuals are subject to income tax on their worldwide income. In general, under Article 5 ZDoh-2, all income, profits and gains are taxable, unless specifically exempt by law.

In accordance with the Personal Income Tax Act, non-residents are subject to tax on income derived from a source in Slovenia. Withholding tax is generally levied at a rate of 25%. Source taxation may be obviated or reduced pursuant to the terms of an applicable double taxation treaty, with the holder applying for a refund with the Slovenian tax authorities providing proof of eligibility.

Taxation of financial derivatives

Under ZDoh-2 capital gains from the sale or other disposition of debt securities and other financial derivatives held as non-business assets are in general exempt from taxation. Effective 1 January 2026, capital gains derived from the alienation of financial derivatives (as defined in Article 7 of the Financial Instruments Market Act (ZTFI-1)) and certain debt securities by a resident individual are taxed at a flat rate of 25%. This flat rate replaces the previous holding-period-based sliding scale. Tax return must be filed by Slovenian tax resident (Individual) until 28th February for the previous year. Slovenian tax residents are taxed based on the principle of worldwide income; any income - deriving from Slovenia or abroad - is subject to taxation. If withholding tax paid abroad, the credit may not exceed the lower of the following: a) the tax actually paid on the foreign source income (according to the tax treaty, if applicable); and b) the tax payable on such income in Slovenia which would apply in the absence of the credit relief.

Taxation of interest

Under the Slovenian tax laws currently in effect, the payment of interest on the debt securities (as defined in the Article 81 of the ZDoh-2 in accordance with their terms and conditions to a resident individual (within the meaning of the relevant provisions of ZDoh-2) will generally be subject to tax at a flat rate of 25% (levied by way of withholding or by way of assessment), provided that these qualify as non-business assets. Income from a disposal or repurchase by the issuer of discounted debt securities (including non-coupon debt securities) shall also be considered as interest income (in accordance with Article 88 of ZDoh-2). Tax return must be filed by Slovenian tax resident (Individual) until the 28 February for the previous year.

Pursuant to Article 54 of ZDoh-2 interest on Securities issued in series held by a resident individual as business assets will generally qualify as non-business income, in which case it would be subject to the flat rate of 25% as described above, instead of the progressive tax rate of up to 50%, which generally applies to business income.

Taxation of dividends and capital gains

Dividends and other profit distributions are taxed by way of a 25% final withholding tax.

In general, individuals are subject to income tax on their capital gains if derived from the disposal of immovable property, shares and other participation rights, investment coupons etc. Taxable capital gains are generally taxed

at a 25% final tax rate. After five years of holding, capital gains are taxed at a 20% final tax rate, after ten years of holding at a 15% final tax rate. Any gains are exempt after a 15 year-holding. Capital gains derived from the alienation of financial derivatives are not taxed according to this rule but are taxed only as described previously under Taxation of financial derivatives.

Inheritance and gift taxation

Individuals and private law entities (within the meaning of the Article 3 of the Slovenian Inheritance and Gift Tax Act (*Zakon o davku na dediščine in darila*, "**ZDDD**") are subject to Slovenian inheritance and gift tax in case of a transfer of the Securities mortis causa or inter vivos. The rate of such tax depends upon the value of the assets transferred and upon the relationship between the deceased/the donor on the one hand and the heir/the recipient on the other hand. An exemption may apply in certain cases, such as to transfers between direct descendants and between spouses, as well as to a transfer of movable property the total value of which does not exceed EUR 5,000.

Withholding tax

Withholding tax must be withheld at source and deducted from payments of interest, dividends, royalties, and other incomes if such taxable income is paid by local taxpayer. In other cases, tax return must be filed by individual upon receipt of such income.

Individual Investment Accounts (INR)

Pursuant to the Individual Investment Accounts Act (*Zakon o individualnih naložbenih računih*, "**ZINR**"), effective from 5 March 2026, resident individuals may open a specialized investment account for long-term savings in financial instruments. Income generated within an INR, including interest and capital gains from financial instruments, is subject to tax deferral and is not taxed until a withdrawal is made.

Withdrawals of returns from an INR are generally subject to a flat tax rate of 15%, which is withheld at source by the account provider. A full tax exemption (0% rate) applies to the first withdrawal if made at least 15 years after the account was opened, provided no prior withdrawals were made. Eligibility is limited to one account per individual, and annual contribution limits apply (currently EUR 20,000 in the first year and EUR 5,000 in subsequent years, with potential additional allowances for Slovenian financial instruments).

Taxation of corporations

Under the Slovenian tax laws currently in effect, the payment of interest on the Securities in accordance with their terms and conditions within the meaning of the relevant provisions of the Slovenian Corporate Income Tax Act (*Zakon o davku od dohodkov pravnih oseb*, "**ZDDPO-2**") received by (i) a legal person resident for tax purposes in the Republic of Slovenia; or by (ii) a permanent establishment (*poslovna enota*) in the Republic of Slovenia of a legal person not resident for tax purposes in the Republic of Slovenia, is considered as a part of the overall taxable income. The Corporate Income Tax is levied on the net profits, defined according to the profit and loss account, as stipulated by the law and the Accounting Standards. The tax rate is 19%. For the tax periods 2024 through 2028, the Corporate Income Tax rate is 22% (scheduled to return to 19% in 2029).

Financial Services Tax

The subject of taxation according to Financial Services Tax Act (*Zakon o davku na finančne storitve*, "**ZDFS**") are the following services: a) granting and negotiation of credit or loans in monetary form and the management of credit or loans in monetary form by the person who is granting the credit or the person who is granting the loan; b) issuing of credit guarantees or any other security for money and management of credit guarantees by the person who is granting the credit; c) transactions, including negotiation, concerning deposit and current or transaction accounts, payments, transfers, debts, cheques and other negotiable instruments; d) transactions, including negotiation, concerning currency, bank notes and coins used as legal tender; e) services provided by insurance brokers and agents.

A taxable person shall be any person who provides the financial services in the territory of the Republic of Slovenia. It shall be deemed that above stated financial services have been provided in the territory of Slovenia if they were provided by a person who has established its business or has a fixed establishment from which such financial service is provided or has its usual or permanent place of residence in the territory of Slovenia. It shall be also deemed that a financial service has been provided in the territory of Slovenia if it is provided by a person who has established his business or has a place of establishment from which the service is provided or has or has his usual or permanent place of residence outside Slovenia, but may, in accordance with the existing legislation,

provide the financial services in the territory of Slovenia directly to clients or recipients of services who have established their business or have a place of establishment or their usual or permanent place of residence in the territory of Slovenia.

Applicable tax rate is 8,5% and is chargeable on the commission of a financial service. It shall be deemed that a financial service has been provided when a fee for the commission of the service has been paid. The above stated commission shall exclude interest payable by a customer of services to a taxable person for the provision of the agreed financial service when such interest does not constitute the payment of expenses by a taxable person for the service provided.

SWEDISH TAXATION

There is no Swedish withholding tax at source (*källskatt*) applicable on payments made by the Issuer in respect of the Securities. Sweden operates a system of preliminary tax (*preliminärskatt*) to secure payment of taxes. In the context of the Securities a preliminary tax of 30 per cent. will be deducted from all payments of interest (including any compensation deemed to constitute interest for tax purposes) in respect of the Securities made to any individuals or estates that are resident in Sweden for tax purposes, provided the paying entity is subject to reporting obligations. A preliminary tax of 30 per cent. will also be deducted from any other payments in respect of the Securities not treated as capital gains, if such payments are paid out together with payments treated as interest. Depending on the relevant holder's overall tax liability for the relevant fiscal year, the preliminary tax may contribute towards, equal or exceed the holder's overall tax liability with any balance subsequently to be paid by or to the relevant holder, as applicable.

SWISS TAXATION

The following discussion is a summary of certain material Swiss tax considerations relating to (i) Program Securities issued by any of the Issuers where the Holder is tax resident in Switzerland or has a tax presence in Switzerland or (ii) Program Securities where the Paying Agent, custodian or securities dealer is located in Switzerland. The discussion is a summary based on legislation as of the date of this Base Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in Program Securities. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisers as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Program Securities (or options embedded therein) in light of their particular circumstances.

Swiss Withholding Tax

Payments under the Program Securities will not be subject to Swiss federal withholding tax, provided that the Issuer and the Guarantor (as the case may be) is at all times resident and managed outside Switzerland for Swiss tax purposes.

Income Taxation

Program Securities held as Private Assets by a Swiss resident Holder

Structured Securities

If a Program Security classifies as a structured security, i.e. as derivative financial instrument(s) with a bond-like prefunding component embedded therein, its income taxation depends on whether (i) the embedded bond component and the embedded derivative financial instrument(s) are reported separately from each other, or, if the Program Security is a standard product, alternatively the values of the embedded bond component and the embedded derivative financial instrument(s) can at any time be determined analytically by using standard valuation programmes, and (ii) the Program Security classifies as a structured product with or without a predominant one-time interest payment:

Non-transparent derivative financial instruments: If the embedded bond is not recorded separately from the embedded derivative financial instrument(s) and if the conditions for analytical determination of the values of the embedded bond and the embedded derivative financial instrument(s) set forth above do not apply, then the Program Security classifies as non-transparent structured security and any return over the initial investment classifies as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment and are taxed in accordance with the principles set forth below under "*Transparent derivative financial instruments with a predominant one-time interest payment*".

Transparent derivative financial instruments without a predominant one-time interest payment: If the embedded bond is recorded separately from the embedded derivative financial instrument(s) or if the values of the embedded bond and the embedded derivative financial instrument(s) can be determined analytically as set forth above and if the yield-to-maturity predominantly derives from periodic interest payments and not from a one-time-interest-payment such as an original issue discount or a repayment premium (see below "*Transparent derivative financial instruments with a predominant one-time interest payment*"), then a person who is an individual resident in Switzerland holding such a Program Security as a private asset is required to include any periodic and one-time interest payments received on the Program Security, converted in each case into Swiss Francs at the exchange rate prevailing at the time of payment, in his or her personal income tax return for the relevant tax period and will be taxable on any net taxable income (including such amounts) for the relevant tax period. Option premium received, and a gain, including in respect of interest accrued, a loss, respectively, realised on the sale of such a Program Security is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively.

Transparent derivative financial instruments with a predominant one-time interest payment: If the embedded bond is recorded separately from the embedded derivative financial instrument(s) or if the values of the embedded bond and the embedded derivative financial instrument(s) can be determined analytically as set forth above and if the yield-to-maturity predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments, then a person who is an individual resident in Switzerland holding such a Program Security as a private asset, is required to include any periodic interest payments received on the Program Security and, in addition, any amount equal to the difference between the value of the Program Security at redemption or sale, as applicable, and its value at issuance or secondary market

purchase, as applicable, and converted in each case into Swiss Francs at the exchange rate prevailing at the time of sale or redemption, issuance or purchase, respectively, in his or her personal income tax return for the relevant tax period and will be taxable on any net taxable income (including such amounts, i.e., including, *inter alia*, any gain in respect of interest accrued or foreign exchange rate) for the relevant tax period. Any compensation received by such a holder for the embedded derivative, i.e., option premium received, and any residual gain, and a loss, respectively, realised on the sale of such a Program Security is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively. However, notwithstanding the foregoing, such a holder may offset any decrease in value realised by him or her within the same taxation period on sale or redemption of such a Program Security against any gain (including periodic interest payments) realised by him or her from other securities with a predominant one-time interest payment.

Bonds

Bonds without a predominant one-time interest payment: If a Program Security classifies as a pure bond without a predominant one-time interest payment (i.e., the yield-to-maturity of which predominantly derives from periodic interest payments and not from a one-time-interest-payment such as an original issue discount or a repayment premium), then a person who is an individual resident in Switzerland holding such a Program Security as a private asset is required to include any periodic and one-time interest payments received on such Program Security, converted into Swiss Francs at the exchange rate prevailing at the time of payment, in his or her personal income tax return for the relevant tax period and will be taxable on any net taxable income (including such amounts) for the relevant tax period. A gain, including, *inter alia*, in respect of interest accrued or foreign exchange rate, a loss, respectively, realised on the sale of such a Program Security is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively.

Bonds with a predominant one-time interest payment: If a Program Security classifies as a pure bond with a predominant one-time interest payment (the yield-to-maturity of which predominantly derives from a one-time-interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), then a person who is an individual resident in Switzerland holding such a Program Security as a private asset, is required to include any periodic interest payments received on the Program Security and, in addition, any amount equal to the difference between the value of the Program Security at redemption or sale, as applicable, and its value at issuance or secondary market purchase, as applicable, and converted in each case into Swiss Francs at the exchange rate prevailing at the time of sale or redemption, issuance or purchase, respectively, in his or her personal income tax return for the relevant tax period and will be taxable on any net taxable income (including such amounts, i.e., including, *inter alia*, any gain in respect of interest accrued or foreign exchange rate) for the relevant tax period. Such a holder may offset any decrease in value realised by him or her within the same taxation period on sale or redemption of such a Program Security against any gain (including periodic interest payments) realised by him or her from other securities with a predominant one-time interest payment.

Pure Derivative Financial Instruments

A capital gain realised by an individual on the sale or redemption of a Program Security which classifies as a pure derivative financial instrument (such as pure call and put options, pure futures, static certificates replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right and discount certificates with a maturity not exceeding twelve months) and which is held as part of the individual's private assets is a tax-free private capital gain. Conversely, a capital loss realised on the sale or redemption of such a Program Security cannot be set off against taxable income. Dividend equalisation payments on such a Program Security constitute taxable investment income.

Low Exercise Price Warrants

A fully pre-funded call option with a term of not more than one year classifies as pure derivative financial instrument (see taxation treatment above "Pure Derivative Financial Instruments"). If the term of a call option exceeds one year and the instrument underlying the call option is pre-financed by 50 per cent. or more at the time of issuance then the interest component embedded in such an instrument (i.e., issue discount) constitutes taxable interest income (see taxation treatment above "Structured Securities").

Fund-like Securities

A Program Security which is classified as a fund-like instrument will be considered a pass-through instrument for Swiss tax purposes if dividend and interest income (less attributable costs) from, and capital gains and losses (less costs attributable) realised on, the underlying investments, are reported and distributed separately. Under such

conditions, an individual holding a fund-like Program Security as part of his or her private assets receives taxable income (which he or she must report annually) over such portion of distributions (in case the fund is distributing the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derive from dividends and interest (less attributable costs) on the underlying instruments. Any distributions or credits deriving from capital gains realised on the underlying investments constitute a tax-free private capital gain, and any respective loss is a non-tax-deductible private capital loss. Any gain realised within a taxation period on the sale of a fund-like Program Security (including accrued dividends and interest) is exempt from income taxation as a private capital gain, and, conversely, any loss realised on such a Program Security a non-tax-deductible capital loss.

Program Securities held as Assets of a Swiss Business

Corporate entities and individuals who hold Program Securities as part of a trade or business in Switzerland, in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland, are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Program Securities (irrespective of their classification) in their income statement for the respective taxation period and will be taxed on any net taxable earnings for such period.

The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as "professional securities dealers" for reasons of, *inter alia*, frequent dealing and leveraged investments in securities.

Capital Gains

Program Securities held as Private Assets by a Swiss resident Holder

A gain, a loss, respectively, realised by an individual resident in Switzerland for tax purposes upon the sale or other disposal of a Program Security held as part of his or her private assets is a tax-free private capital gain, or a non-tax deductible capital loss, respectively, unless such individual is classified, for income tax purposes, as a "professional securities dealer" for reasons of, *inter alia*, frequent dealing and leveraged investments in securities. If an individual is classified as "professional securities dealer" he or she will be taxed in accordance with the principles set forth above under "*Income Taxation, —Program Securities held as Assets of a Swiss Business*". Concerning the bifurcation of a tax-exempt capital gain component, or a non-tax deductible capital loss component, respectively, from taxable income components of a Program Security see the bifurcation principles set forth above with regard to the different instruments under "*Income Taxation, —Program Securities held as Private Assets by a Swiss resident Holder*").

Program Securities held as Assets of a Swiss Business

Capital gains realised on Program Securities held as Assets of a Swiss Business are taxed in accordance with the taxation principles set forth above under "*Income Taxation, —Program Securities held as Assets of a Swiss Business*").

Swiss Federal Stamp Taxes

The issuance of Program Securities on the Issue Date (primary market) is exempt from Swiss federal securities turnover tax (*Umsatzabgabe*), except that the issuance of Program Securities which are classified as fund-like instruments may be subject to Swiss federal securities turnover tax of up to 0.3 per cent. on the offering price, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or an intermediary to the transaction and, additionally, if no exemption applies.

Dealings in Program Securities (secondary market) which classify as pure derivative financial instruments (such as pure call and put options, including low exercise price options with a maturity not exceeding twelve months, pure futures with a maximal pre-financing of 25 per cent., fully-funded Program Securities statically replicating an index or a basket of at least five shares and with a fixed maturity or an annual redemption right) are exempt from Swiss federal securities turnover tax. Dealings in other Program Securities may be subject to Swiss federal securities turnover tax of up to 0.3 per cent. on the consideration paid, however, only if a Swiss securities dealer (as defined in the Swiss federal stamp tax act) is a party or an intermediary to the transaction and, additionally, if no exemption applies.

The physical settlement of a security at exercise or redemption to the holder of the Program Security may be subject to Swiss federal securities turnover tax of 0.3 per cent. in case a security issued by an issuer outside

Switzerland is delivered and of 0.15 per cent. in case a security issued by a Swiss domestic issuer is delivered, however, in each case, only if a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party or an intermediary to the delivery and, additionally, if no exemption applies.

Gift, Inheritance and Estate Taxes

Subject to an applicable tax treaty in an international situation, transfers of Program Securities may be subject to cantonal and/or communal inheritance tax, estate tax or gift tax if the deceased person has had his or her last domicile in Switzerland, the donor is resident in Switzerland, respectively, or in the case of a foreign deceased or resident person the transfer involves an unincorporated business in Switzerland and Program Securities are held as part of such business. No such taxes exist at the federal level. Rates depend upon the existing relationship (i.e. the relationship between the deceased and the heirs, or between the donor and the donee) and the size of the inheritance or gift. Interspousal gifts and gifts to descendants and inheritances collected by the surviving spouse and descendants are frequently exempt or taxed at low rates (up to 6 per cent.). Gifts and inheritances received from unrelated persons attract rates ranging from 20 per cent. to 40 per cent. The taxable base is usually the market value of the property transferred.

Net Worth and Capital Taxes

A holder of Program Securities who is an individual resident in Switzerland for tax purposes or is a non-Swiss resident holding Program Securities as part of a Swiss business operation or a Swiss permanent establishment is required to report Program Securities as part of private wealth or as part of Swiss business assets, as the case may be, and is subject to annual cantonal and/or communal private wealth tax on any net taxable wealth (including the Program Securities), in the case of a non-Swiss resident individual holding Program Securities as part of a Swiss business operation or a Swiss permanent establishment to the extent the aggregate taxable wealth is allocable to Switzerland. Incorporated holders of Program Securities are subject to cantonal and communal capital tax on net taxable equity, in the case of non-Swiss resident person holding Program Securities as part of a Swiss permanent establishment, to the extent the aggregate taxable equity is allocable to Switzerland. No net worth and capital taxes are levied at the federal level.

Non-Swiss resident Holders

A holder of a Program Security who is not resident in Switzerland and who during the taxation year has not engaged in a trade or business carried on through a permanent establishment or fixed place of business in Switzerland will in respect of such Program Security not be subject to income tax in Switzerland.

SUBSCRIPTION AND SALE

Each Issuer is offering the Securities on a continuing basis through MSI plc of 25 Cabot Square, Canary Wharf, London E14 4QA (which may act in whole or in part through an affiliate thereof) (Legal Entity Identifier: 4PQUHN3JPFGFNF3BB653) (the "**Distribution Agent**"), who has agreed to use reasonable efforts to solicit, directly or through an affiliate, offers to purchase the Securities. Each Issuer will have the sole right to accept offers to purchase Securities and may reject any offer in whole or in part. The Distribution Agent will have the right to reject any offer to purchase Securities solicited by it in whole or in part. Each Issuer may pay the Distribution Agent, in connection with sales of the Securities resulting from a solicitation the Distribution Agent made or an offer to purchase received by the Distribution Agent, a commission, which may be in the form of a discount from the purchase price if the Distribution Agent is purchasing the Securities for its own account.

Each Issuer may also sell Securities to the Distribution Agent as principal for its own account at a price to be agreed upon at the time of sale. The Distribution Agent may resell any Securities it purchases as principal at prevailing market prices, or at other prices, as the Distribution Agent determines.

The arrangements for the offer and sale of the Securities from time to time are set out in the Regulation S Distribution Agreement dated on or about 17 July 2013, as modified and restated on 10 July 2026 (as may be further amended, supplemented and/or restated from time to time, the "**Distribution Agreement**") among Morgan Stanley, MSI plc, MSBV, MSFL, MSESE and the Distribution Agent. Pursuant to the Distribution Agreement, Morgan Stanley, MSI plc, MSBV, MSFL, MSESE and the Distribution Agent have agreed to indemnify each other against certain liabilities, or to contribute payments made in respect thereof. Morgan Stanley, MSI plc, MSBV, MSFL and MSESE have also agreed to reimburse the Distribution Agent for certain expenses. The Distribution Agreement makes provision for the appointment of additional Distribution Agents who may agree to become bound by its terms (either in relation to the Securities generally or in relation to a particular Series of Securities) in an accession letter provided by each such additional Distribution Agent to the Issuers.

In order to facilitate the offering of the Securities, the Distribution Agent may engage in transactions that stabilise, maintain or otherwise affect the price of the Securities or any other securities the prices of which may be used to determine payments on those Securities. Specifically, the Distribution Agent may over allot in connection with any offering of the Securities, creating a short position in the Securities for their own accounts. In addition, to cover overallotments or to stabilise the price of the Securities or of any other securities, the Distribution Agent may bid for, and purchase, Securities or any other securities in the open market. Finally, in any offering of the Securities through a syndicate of underwriters, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the Securities in the offering if the syndicate repurchases previously distributed Securities in transactions to cover syndicate short positions, in stabilisation transactions or otherwise. Any of these activities may stabilise or maintain the market price of the Securities above independent market levels. The Distribution Agent is not required to engage in these activities and may end any of these activities at any time.

United States of America

The Securities, any interest therein and any Guarantee in respect thereof, and the securities to be delivered on exercise or redemption of the Securities (if any), have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and are subject to U.S. tax law requirements. None of the Issuers or the Guarantor are registered or will register under the Investment Company Act of 1940, as amended. Trading in the Securities has not been approved by the U.S. Commodity Futures Trading Commission pursuant to the Commodity Exchange Act of 1936, as amended. The Securities, any interest therein and any Guarantee in respect thereof, and the securities to be delivered on exercise or redemption of the Securities (if any), may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed at any time, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). Each Distribution Agent (1) has acknowledged that the Securities, any interest therein and any Guarantee in respect thereof, and the securities to be delivered on exercise or redemption of the Securities (if any), have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, and the Securities are not being offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed and may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed at any time, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons; (2) has

represented, as a condition to acquiring any interest in the Securities, that neither it nor any persons on whose behalf or for whose account or benefit the Securities are being acquired is a U.S. Person, that it is not located in the United States, and was not solicited to purchase Securities while present in the United States; (3) has agreed not to offer, sell, pledge, assign, deliver or otherwise transfer, exercise or redeem any of the Securities at any time, directly or indirectly, within the United States or to, or for the account or benefit of, any U.S. Person and that hedging transactions involving any "equity securities" of "domestic issuers" (as such terms are defined in the Securities Act and regulations thereunder) may be conducted only in accordance with the Securities Act; (4) has agreed that any hedging transactions involving "equity securities" of "domestic issuers" (as such terms are defined in the Securities Act and regulations thereunder) will be conducted only in accordance with the Securities Act and (5) has agreed that, at or prior to confirmation of sale of any Securities (whether upon original issuance or in any secondary transaction), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it a written notice containing language substantially the same as the foregoing. As used herein, "**United States**" means the United States of America (including the states and the District of Columbia), its territories and possessions.

In addition, the Distribution Agents have represented and agreed that they have not offered or sold Securities and any Guarantee in respect thereof and will not offer or sell Securities and any Guarantee in respect thereof *at any time* except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, the Distribution Agents have represented and agreed that neither they, their affiliates (if any) nor any person acting on behalf of any of them has engaged or will engage in any directed selling efforts with respect to Securities and any Guarantee in respect thereof, and they have all complied and will comply with the offering restrictions requirements of Regulation S. Terms used in this paragraph have the meanings given to them in Regulation S.

An offer or sale of Securities within the United States by any dealer (whether or not participating in the offering of such Securities) may violate the registration requirements of the Securities Act.

Without limitation to the foregoing, the Securities may be subject to additional restrictions as may be specified in the applicable Issue Terms. Such restrictions may apply to, among others, United States citizens, lawful permanent residents, entities organised under the laws of the United States or any jurisdiction within the United States (including any foreign branch thereof), or any person in the United States. The Distribution Agents have represented and agreed that they have not offered or sold Securities and any Guarantee in respect thereof and will not offer or sell Securities and any Guarantee in respect thereof at any time except in accordance with such additional restrictions, and they have all complied and will comply with such additional restrictions.

European Economic Area

In relation to each Member State of the European Economic Area (each, a "**Relevant Member State**"), the Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Distribution Agreement will be required to represent and agree, in relation to each Tranche of Securities, that 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 Issue Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in that Relevant Member State except that it may make an offer of such Securities to the public in that Relevant Member State:

- (a) if the Issue Terms or Drawdown Prospectus in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation 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 which is not a Drawdown Prospectus has subsequently been completed by the Issue Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Issue Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the Distribution Agent nominated by the Issuer for any such offer; or

(d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Securities referred to in (b) to (d) above shall require the relevant Issuer or any Distribution Agent to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

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 for the Securities and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

Prohibition of Sales to EEA Retail Investors

Unless the Issue Terms in respect of any Securities specifies the "*Prohibition of Sales to EEA Retail Investors*" as "Not Applicable", each Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program 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 Issue Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (A) the expression "retail investor" means a person who is one (or more) of the following:
- (1) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (2) a customer within the meaning of the Directive (EU) 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
 - (3) not a qualified investor as defined in the Prospectus Regulation; 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 for the Securities.

United Kingdom

In relation to each Tranche of Securities, the Distribution Agent has represented and agreed, subscribing for or purchasing such Securities, and each further Distribution Agent appointed under the Distribution Agreement will be required to represent and agree, with, the relevant Issuer and, if the Securities are issued by MSBV or MSFL, the Guarantor that:

- (a) ***Securities with maturities of less than one year:*** in relation to any Securities which have a maturity of less than one year, (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 whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or 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 ("FSMA") by the Issuer or the Guarantor, if applicable;
- (b) ***Financial promotion:*** it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor, if applicable; and
- (c) ***General compliance:*** it has complied and will comply with all applicable provisions of the FSMA and the Financial Conduct Authority Handbook with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom; and

(d) ***Commissions and fees:***

- (i) if it is distributing Securities that are "retail investment products" (as such term is defined in the Financial Conduct Authority Handbook) into the United Kingdom and it is entitled to receive any commission or fee from the Issuer, it will not transfer any part of that commission or fee to any third party who may advise retail investors to purchase a Security that is a retail investment product; and
- (ii) if it is authorised and regulated by the Financial Conduct Authority to provide investment advice to retail investors in the United Kingdom and it is providing a "personal recommendation" (as such term is defined in the Financial Conduct Authority Handbook) to retail investors in respect of a Security that is a retail investment product, it undertakes not to request any commission or fee from the Issuer and to otherwise reject any such payment offered to it other than in circumstances where the Issuer has agreed to facilitate the payment of an advisory fee and has the express consent of the retail investor to do so.

The Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Distribution Agreement will be required to represent and agree, in relation to each Tranche of Securities, that it has not made and will not make an offer of Securities which are the subject of this Base Prospectus as completed by the Issue Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in the United Kingdom except that it may make an offer:

- (a) at any time where the offer is conditional on the admission of the Securities to trading on the London Stock Exchange plc's main market (in reliance on the exception in paragraph 6(a) of Schedule 1 to the POATRs);
- (b) at any time to any legal entity which is a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs;
- (c) at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the United Kingdom subject to obtaining the prior consent of the Distribution Agent nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression an "**offer of Securities to the public**" in relation to any Securities 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 buy or subscribe for the Securities and the expression "**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024.

Prohibition of Sales to UK Retail Investors

Unless the Issue Terms in respect of any Securities specifies the "*Prohibition of Sales to UK Retail Investors*" as "Not Applicable", each Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Securities which are the subject of this Base Prospectus as completed by the Issue Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (A) the expression "retail investor" means a person who is either one (or both) of the following:
 - (1) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the laws of the United Kingdom; or
 - (2) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024; and
- (B) the expression "**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 buy or subscribe for the Securities.

Austria

In addition to the provisions of the selling restriction for European Economic Area Member States (including Austria) and subject to the section "*Prohibition of Sales to EEA Retail Investors*" above, in relation to each Tranche of Securities, the Distribution Agent has represented and agreed, subscribing for or purchasing such Securities, and each further Distribution Agent appointed under the Distribution Agreement will be required to represent and agree, with, the relevant Issuer and, if the Securities are issued by MSBV or MSFL, the Guarantor that it will only offer, sell or otherwise make available, directly or indirectly, any Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Issue Terms in relation thereto in the Republic of Austria and will only distribute or publish this Base Prospectus or any other offering material or advertisement relating to any Securities in Austria in compliance with all laws, regulations and guidelines applicable in or promulgated by the relevant Austrian governmental and regulatory authorities and in effect at the relevant time, including the Austrian Securities Supervision Act 2018 (*Wertpapieraufsichtsgesetz 2018*), the Austrian Capital Market Act 2019 (*Kapitalmarktgesetz 2019*) as well as the Austrian Alternative Investment Fund Managers Act 2013 (*Alternative Investmentfonds Manager-Gesetz 2013*), each as amended and supplemented from time to time.

Belgium

Unless the relevant Issue Terms in respect of any Securities specifies the "Supplementary Provisions for Belgian Securities" as "Applicable", each Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program will be required to represent and agree, that it has not offered or sold or otherwise made available and it will not offer or sell or otherwise make available the Securities to "consumers" (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek economisch recht/Code de droit économique*).

The Securities shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.

With respect to Securities with a maturity of less than 12 months qualifying as money market instruments within the meaning of the Prospectus Regulation, no action will be taken by the Issuer or any Distribution Agent, and each Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program will be required to represent and agree, that it will not take any action, in connection with the issue, sale, transfer, delivery, offering or distribution (or otherwise) of such Securities that would require the publication of a prospectus pursuant to the Belgian law of 11 July 2018 on the offering of investment instruments to the public and the admission of investment instruments to trading on a regulated market.

In the case of Fund-Linked Securities, if the relevant underlying funds to which these Securities are linked are not registered in Belgium with the Belgian FSMA in accordance with the Belgian law of 19 April 2014 regarding alternative investment funds and their managers and the Belgian law of 3 August 2012 on the collective investment undertakings satisfying the conditions set out in Directive 2009/65/EC and undertakings for investment in receivables, as applicable, such Fund-Linked Securities cannot be offered in Belgium unless (i) Cash Settlement applies or (ii) in case the underlying fund is a UCITS within the meaning of Directive 2009/65/EC, the Fund-Linked Securities are offered to qualified investors only or to fewer than 150 natural or legal persons (other than qualified investors).

Bulgaria

For selling restrictions in respect of Republic of Bulgaria, please see "*European Economic Area*" and "*Prohibition of Sales to EEA Retail Investors*". In addition and without prejudice thereto, unless other exemptions from the requirement to publish a prospectus under Article 1(4) of the Prospectus Regulation would in any case apply, any offer of Securities to the public in the Republic of Bulgaria (the "**Exempted Securities**") will be exempt from the obligation to publish a prospectus pursuant to the Prospectus Regulation provided that the total consideration of each offer of such Exempted Securities to the public is less than a monetary amount calculated over a period of 12 months which does not exceed EUR 8,000,000, and:

- (i) the Exempted Securities are to be admitted to trading on an MTF in which case any such offer should be subject to publication of an offering document in compliance with the rules of the MTF where the Exempted Securities will be admitted to trading, or

- (ii) no admission to trading on an MTF or a Regulated Market of the Exempted Securities is requested in which case any such offer should be subject to publication of an offering document in compliance with the requirements of the Bulgarian Public Offering of Securities Act.

The above is without prejudice to any offer of Securities for which a prospectus is approved in another Member State and notified to the Bulgarian competent authority in accordance with Article 25 of the Prospectus Regulation.

No Securities which qualify as bonds or other forms of securitised debt and which are the subject of an offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) may be offered in a primary offering in the Republic of Bulgaria to more than 30 persons who are not institutional investors as listed in point (1) of Section I of Annex II to Directive 2014/65/EU, if the following conditions are met:

- (i) the Issuer is neither a bank licensed in the Republic of Bulgaria, nor a bank licensed in another Member State which provides services in the Republic of Bulgaria through a branch under the freedom of establishment or directly under the freedom to provide services, nor a branch of a bank from a non-Member State which is licensed in the Republic of Bulgaria;
- (ii) the issuance of securitised debt is one of the Issuer's principal activities; and
- (iii) the Issuer grants loans or provides other financial services in the ordinary course of business.

Croatia

No public offering of securities in the Republic of Croatia is permitted, unless:

- (a) the prospectus in relation to such securities has been approved and published in accordance with the Prospectus Regulation and the Capital Market Act;
- (b) the prospectus in relation to the securities has been approved and published in accordance with the applicable legislation in the relevant issuer's home Member State and duly notified to the Agency in accordance with the Prospectus Regulation and the Capital Market Act and, if required in accordance with Article 7(1) of the Prospectus Regulation, the prospectus summary is translated into the Croatian language,
- (c) the Public Offering of the securities is allowed pursuant to an exemption from the obligation to publish a prospectus in accordance with the Prospectus Regulation and the Article 409 of the Capital Market Act in the case of an offer of securities with a total consideration in the European Union of less than EUR 8,000,000 which shall be calculated over a period of 12 months in accordance with the Article 3(2) of the Prospectus Regulation,
- (d) the Public Offering of the securities constitutes an exemption from the obligation to publish prospectus in accordance with the Article 1(4) of the Prospectus Regulation in cases of:
 - (i) an offer of securities addressed solely to qualified investors;
 - (ii) an offer of securities addressed to fewer than 150 natural or legal persons per Member State, other than qualified investors;
 - (iii) an offer of securities whose denomination per unit amounts to at least EUR 100,000;
 - (iv) an offer of securities addressed to investors who acquire securities for a total consideration of at least EUR 100,000 per investor, for each separate offer;
 - (v) shares issued in substitution for shares of the same class admitted to trading on the same regulated market, where the issuing of such shares does not involve any increase in the issued capital;
 - (vi) securities offered in connection with a takeover by means of an exchange offer, provided that a document is made available to the public in accordance with the arrangements set out in Article 21(2) of the Prospectus Regulation at the same time as it is filed with the competent authority;

- (vii) securities offered, allotted or to be allotted in connection with a merger or division, provided that a document is made available to the public in accordance with the arrangements set out in Article 21(2) of the Prospectus Regulation, containing information describing the transaction and its impact on the issuer;
- (viii) dividends paid out to existing shareholders in the form of shares of the same class as the shares in respect of which such dividends are paid, provided that a document is made available containing information on the number and nature of the shares and the reasons for and details of the offer
- (ix) securities offered, allotted or to be allotted to existing or former directors or employees by their employer or by an affiliated undertaking provided that a document is made available containing information on the number and nature of the securities and the reasons for and details of the offer or allotment; or
- (x) non-equity securities issued in a continuous or repeated manner by a credit institution, where the total aggregated consideration in the European Union for the securities offered is less than EUR 75,000,000 per credit institution calculated over a period of 12 months, provided that those securities are (i) not subordinated, convertible or exchangeable and (ii) do not give a right to subscribe for or acquire other types of securities and are not linked to a derivative instrument.

All Public Offerings exempted from the obligation to publish a prospectus pursuant to item (c) above must be notified to the Agency. In respect of Public Offerings within the European Union with a total consideration between EUR 4,000,000 and EUR 8,000,000 or which are not exempted pursuant to item (d) (ii) – (x) above, the issuer or offeror must prepare an information document in the Croatian language which must be made available to investors before the commencement of the Public Offer and no later than the commencement of the Public Offer. The information document must be available to the investors for the entire duration of the Public Offering.

The relevant issuer and any offeror of Securities in the Republic of Croatia must notify the Agency that it is relying on an exemption from (d)(i) to (x) above immediately after relevant corporate body of an issuer or offeror passed the resolution on the approval of a Public Offering, but no later than three working days before the commencement of the public offering in the Republic of Croatia, or before registration or allocation of the securities. The notification to the Agency must contain information on the relevant issuer and any offeror, information on the securities, the exemption which is being relied upon and a description of circumstances in relation to the exemption. Moreover, the issuer or the offeror must provide the Agency with a relevant resolution of the issuer's or offeror's shareholders assembly, or any other competent body whereby such body is approving the offer of securities or its admission to a regulated market, and, if applicable, any other document in relation to the circumstances of using the exemption.

The securities have not been and will not be offered, sold, or publicly promoted or advertised in the Republic of Croatia unless in compliance with the Prospectus Regulation and the Capital Market Act or any other laws applicable in the Republic of Croatia governing the issue, offering and sale of securities.

For the purposes of this provision:

"Agency" means the Croatian Financial Supervisory Agency;

"Capital Market Act" means the Croatian Capital Market Act (Official Gazette No. 65/18, 17/20, 83/21, 151/22, 85/2024, 126/25, 45/26 as amended from time to time);

"Prospectus Regulation" means Regulation (EU) 2017/1129, as amended from time to time; and

"public offering" means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities in the Republic of Croatia.

Czech Republic

For selling restrictions in respect of the Czech Republic, please see *"European Economic Area"* and *"Prohibition of Sales to EEA Retail Investors"* above and in addition:

The prospectus for the Securities has not been and will not be approved by the Czech National Bank.

No action has been taken in the Czech Republic (including the obtaining of the prospectus approval from the Czech National Bank and the admission to trading on a regulated market (as defined in section 55(1) of the Act of the Czech Republic No. 256/2004 Coll., on Conducting Business in the Capital Market, as amended (the "**Capital Market Act**")) for the purposes of the Securities to qualify as securities admitted to trading on the regulated market in the Czech Republic within the meaning of the Capital Market Act.

No offers or sales of the Securities may be made in the Czech Republic through a public offering (*veřejná nabídka*) (as defined in the Prospectus Regulation), except if in compliance with the Prospectus Regulation and the Capital Market Act.

The Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Distribution Agreement will be required to represent and agree that it has complied with and will comply with all applicable provisions of the Capital Market Act, the Act of the Czech Republic No. 21/1992 Coll., on Banks, as amended, the Act of the Czech Republic No. 240/2013 Coll., on Management Companies and Investment Funds, as amended or any other applicable laws of the Czech Republic in respect of the Securities and its offering in the Czech Republic.

Finland

In addition to the provisions of the selling restriction for European Economic Area Member States (including Finland) and subject to the section "*Prohibition of Sales to EEA Retail Investors*" above, the Distribution Agent has confirmed and agreed and each further Distribution Agent appointed by the Issuers under the Program will be required to confirm and agree that it will not publicly offer the Securities or bring the Securities into general circulation in Finland other than in compliance with all applicable provisions of the laws of Finland and especially in compliance with the Finnish Securities Market Act (*arvopaperimarkkinalaki*, 746/2012) and the Prospectus Regulation, and any regulation or rule made thereunder, as supplemented and amended from time to time.

France

The Distribution Agent has represented and agreed and each further Distribution Agent appointed under the Program will be required to represent and agree that:

- (a) Offers to the public in France not exempted from the obligation to publish a prospectus:

it has only made and will only make an offer, directly or indirectly, of Securities to the public in France in the period beginning on or after the date of communication to the *Autorité des marchés financiers* ("**AMF**") of the Issue Terms relating to those Securities by the CSSF, all in accordance with the Prospectus Regulation and any applicable French law and regulation; or

- (b) Offers addressed solely to qualified investors in France:

it has only offered or sold and will only offer or sell, directly or indirectly, any Securities in France to, and it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France, this Base Prospectus, the relevant Issue Terms or any other offering or marketing material relating to the Securities to qualified investors as defined in Article 2(e) of the Prospectus Regulation.

Hungary

No approval of this Base Prospectus has been sought or obtained from the National Bank of Hungary in respect of the Securities. Accordingly, any person making or intending to make any offer of Securities within Hungary which are the subject of the placement contemplated in this Base Prospectus should only do so in circumstances in which no obligation arises for the Issuer or any of the dealers to have a prospectus for such offer approved by the National Bank of Hungary.

Ireland

In relation to each Tranche of Securities, the Distribution Agent subscribing for or purchasing such Securities has represented to, warranted and agreed with, or will represent to, warrant and agree with, the Issuer and the Guarantor that:

- (a) it will not underwrite the issue of, or place the Securities, otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (as amended)

(the "**MiFID II Regulations**") including, without limitation, Regulation 5 (Requirement for Authorisation (and certain provisions concerning MTFs and OTFs)) thereof, or any rules or codes of conduct made under the MiFID II Regulations and the provisions of the Investor Compensation Act 1998 (as amended);

- (b) it will not underwrite the issue of, or place, the Securities, otherwise than in conformity with the provisions of the Companies Act 2014 of Ireland (as amended, the "**Irish Companies Act**") Irish Central Bank Acts 1942 – 2018 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended) and any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013;
- (c) it will not underwrite the issue of, place or otherwise act in Ireland in respect of the Securities, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued by the Central Bank of Ireland under Section 1370 of the Irish Companies Act;
- (d) it will not underwrite the issue of, or place, the Securities, otherwise than in conformity with the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 of Ireland (as amended or replaced from time to time) and any rules and guidance issued under Section 1363 of the Irish Companies Act by the Central Bank of Ireland; and
- (e) any issue of Securities with a legal maturity of less than one year will be carried out in strict compliance with the Central Bank of Ireland's implementation notice for credit institutions BSD C 01/02 of 12 November 2002 (as may be amended, replaced or up-dated) and issued pursuant to Section 8(2) of the Irish Central Bank Act, 1971 (as amended).

Liechtenstein

In addition to the provisions of the selling restriction for European Economic Area Member States (including Liechtenstein) and subject to the section "*Prohibition of Sales to EEA Retail Investors*" above, the Securities may not be listed, offered, sold or distributed in Liechtenstein nor any document or offer material be distributed in Liechtenstein or targeted at Liechtenstein resident investors, except in accordance with the requirements set out in the Prospectus Regulation and any other related regulations that may be in force from time to time in Liechtenstein, including, among others, the *Act of 5 December 2024 on the Activities and Supervision of Investment Firms* as in force and the *Act of 5 December 2024 on the Performance of Investment Services* as in force as well as the relevant government regulations and guidance by the Liechtenstein *Financial Market Authority* (FMA) as in force.

Norway

In addition to the provisions of the selling restriction for European Economic Area Member States (including Norway) and subject to the section "*Prohibition of Sales to EEA Retail Investors*" above, the Distribution Agent represents and agrees that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy or sell Securities or distribute any draft or definitive document in relation to any such offer, invitation or sale in Norway or to Norwegian residents except in compliance with Norwegian laws and regulations, including but not limited to section 16-2 of the Norwegian Financial Institutions Regulations (No: *finansforetaksforskriften*) of 9 December 2016 no. 1502, as amended, regarding sale of structured products.

Further, Securities denominated in Norwegian kroner may not be offered in the Norwegian market without the Securities being recorded in the Norwegian securities register (VPS/Euronext Securities Oslo), or in another central securities depository which is properly authorised or recognised as being entitled to register the Securities pursuant to Regulation (EU) No 909/2014, cf. section 3-1 of the Norwegian Central Securities Depository Act 2019 (No: *lov om verdipapirsentraler og verdipapiroppgjør mv. av 15. mars 2019 nr. 6*) and ancillary regulations.

Poland

In addition to the provisions of the selling restriction for European Economic Area Member States (including Poland) and subject to the section "*Prohibition of Sales to EEA Retail Investors*" above, in relation to each Tranche of Securities, the Distribution Agent has represented and agreed, subscribing for or purchasing such Securities, and each further Distribution Agent appointed under the Distribution Agreement will be required to represent and agree, with, the relevant Issuer and, if the Securities are issued by MSBV or MSFL, the Guarantor that it will only offer, sell or otherwise make available, directly or indirectly, any Securities which are the subject of the offering

contemplated by the Base Prospectus as completed by the Issue Terms in relation thereto in Poland and will only distribute or publish this Base Prospectus or any other offering material or advertisement relating to any Securities in Poland in compliance with all laws, regulations and guidelines applicable in or promulgated by the relevant Polish governmental and regulatory authorities and in effect at the relevant time, including the Polish Act on Trading in Financial Instruments of 2005 (*Ustawa o obrocie instrumentami finansowymi*) as well as the Polish Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organized Trading, and Public Companies of 2005 (*Ustawa o ofercie publicznej i warunkach wprowadzania instrumentów finansowych do zorganizowanego systemu obrotu oraz o spółkach publicznych*), each as amended and supplemented from time to time.

Portugal

The Distribution Agent has represented and agreed, and each and any additional distribution agent appointed under the Distribution Agreement will be required to represent and agree, that the Securities may not be and will not be offered to the public in Portugal or under circumstances which are deemed to be a public offer under the Portuguese Securities Code ("*Código dos Valores Mobiliários*") enacted by Decree-Law no. 486/99 of 13 November, 1999, as amended, unless the requirements and provisions applicable to the public offerings in Portugal are met and registration, filing, approval or recognition procedure with the Portuguese Securities Exchange Commission ("*Comissão do Mercado de Valores Mobiliários*", "**CMVM**") is made. In particular, the offer of new securities might be made through a private placement ("*oferta particular*"), in accordance with the relevant provisions of the Portuguese Securities Code, exclusively to professional investors ("*investidores profissionais*") within the meaning of Article 30 of the Portuguese Securities Code, and/or to 149 or fewer non-qualified investors. In addition, the Distribution Agent has represented and agreed, and each and any additional distribution agent appointed under the Distribution Agreement will be required to represent and agree, that (i) no action has been or will be taken as to directly or indirectly offer, advertise, market, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Securities in circumstances which could qualify as a public offer ("*oferta pública*") of securities pursuant to the Portuguese Securities Code, notably in circumstances which could qualify as a public offer addressed to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be; and (ii) no action has been or will be taken as to distribute, make available or cause to be distributed the Base Prospectus or any other offering material relating to the Securities to the public in Portugal, other than in compliance with all applicable provisions of the Portuguese Securities Code, the Commission Delegated Regulation (EU) 2019/980, any applicable CMVM regulations and all relevant Portuguese securities laws and regulations, in any such case that may be applicable to it in respect of any offer or sale of Securities in Portugal or to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be, including the rules and regulations that require the publication of a prospectus, when applicable, and that any placement of the Securities shall only be authorized and performed to the extent that there is full compliance with such laws and regulations.

Republic of Italy

Unless specified in the relevant Final Terms that a non exempt Offer may be made in Italy, the offering of the Securities has not been registered pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of the Base Prospectus or of other document relating to the Securities be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the "**Prospectus Regulation**") and any applicable provision of Italian laws and regulations; or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Securities or distribution of copies of the Base Prospectus or any other document relating to the Securities in the Republic of Italy under (i) or (ii) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**"), CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

- (b) comply with any other applicable laws and regulations or requirements imposed by CONSOB, the Bank of Italy and/or any other Italian authority (including (i) any restrictions on taking deposits and other repayable funds applicable to the Issuer under the Italian implementation of Directive 2024/1619 (the **CRD VI**) and (ii) the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time).

Romania

For selling restrictions in respect of Romania, please see "*Prohibition of Sales to EEA Retail Investors*" above.

The Base Prospectus has not been subject to the approval of the Romanian Financial Supervisory Authority ("**ASF**") or any other competent Romanian authority. Accordingly, each Distribution Agent has represented, warranted and agreed that:

- (i) it has not offered, sold or delivered, and will not offer, sell or deliver, any Securities in Romania to "*retail clients*" in the meaning of Law no. 126/2018 on financial instruments markets (the "**MiFID Law**"), nor made available the Securities to the public (including by direct solicitation or otherwise as indicated by the MiFID Law) and that, in any case;
- (ii) sales of the Securities in Romania shall be performed in accordance with all Romanian securities, tax and exchange control and other applicable laws and regulations.

For the cases when a valid passporting procedure to Romania in relation to the Base Prospectus has not been successfully enacted, each Distribution Agent has represented and agreed that it will not offer, sell or deliver any Securities or distribute copies of the Base Prospectus or any other document relating to the Securities in Romania except for the cases when the Base Prospectus and any related documents relating to the Securities will be offered in Romania observing the following cumulative conditions:

- (i) it is addressed only to investors who are "*qualified investors*" within the meaning of Article 2 letter e) of the Prospectus Regulation; and
- (ii) it complies with all applicable laws and regulations in Romania, including the Prospectus Regulation, the provisions of Law No. 24/2017 as regards Issuers of Financial Instruments and Market Operations, the MiFID Law, the provisions of Regulation No. 5/2018 on Issuers of Financial Instruments and Market Operations issued by the ASF together with any norms and decisions issued or approved by the ASF or any other competent Romanian authority, as well as any other applicable European Union and Romanian legislation, as applicable from time to time.

Slovakia

For selling restrictions in respect of Slovak Republic, please see "*Prohibition of sales to EEA Retail Investors*" above. In addition thereto, the following applies:

Each Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program will be required to represent and agree, that:

- (a) it has only made and will only make an offer of Securities in the Slovak Republic through a public offering or any admission of Securities to trading on any regulated market in the Slovak Republic (i) if the prospectus approved by the competent authority of the Issuer's home Member State was duly passported into the Slovak Republic in compliance with the Prospectus Regulation, or (ii) if a prospectus approved by the National Bank of Slovakia was published in accordance with the Prospectus Regulation; or
- (b) it has only made and will only make an offer of Securities in the Slovak Republic through a public offering or any admission of Securities to trading on any regulated market in the Slovak Republic in circumstances in which no obligation arises for the Issuer or the Distribution Agent to produce or publish a prospectus for such offer pursuant to the Prospectus Regulation, and Act No. 566/2001 Coll. on Securities and Investment Services, as amended (the "**Slovak Securities Act**"), and
- (c) it has complied and will comply with all other applicable provisions (if any) of Slovak law, including, but not limited to the Slovak Securities Act, as they may be further amended or superseded from time to time.

In the case of Fund Linked Securities, if the relevant underlying funds are not registered in the Slovak Republic in accordance with Slovak Act No. 203/2011 Coll. on collective investment, as amended (the "Slovak Collective Investment Act"), then such Fund Linked Securities cannot be offered in the Slovak Republic unless (i) Cash Settlement applies or (ii) if the offer is made solely based on exemptions under the Slovak Collective Investment Act applicable to any offer of the underlying funds in the Slovak Republic. The shares and other securities issued by these underlying funds cannot be offered publicly in the Slovak Republic under this Base Prospectus.

Republic of Slovenia

In addition to the selling restrictions under the "Prohibition of sales to EEA Retail Investors", as stated above, all offering of Securities to investors in the Republic of Slovenia can only be conducted by licensed entities. Any offer sale or delivery of the Securities, must be made by an investment firm, bank or financial intermediary permitted to conduct such activities pursuant to Article 59 to 60 of the Slovenian Securities Market Law (*Zakon o trgu finančnih instrumentov*, as amended from time to time the "**Slovenian Securities Market Law**"). This includes also EU member state entities that have requested and obtained a passport for the conduct of such services, and or third-country entities that have established a branch office in Slovenia.

The Securities may not be sold or distributed, nor may any subsequent resale of the Securities be carried out in Slovenia, except in compliance with the provisions of the Slovenian Securities Market Law (ZTFI-1).

Spain

The Securities may not be listed, offered, sold or distributed in Spain nor any document or offer material be distributed in Spain or targeted at Spanish resident investors, except in accordance with the requirements set out in the Prospectus Regulation and any other related regulations that may be in force from time to time in Spain, including, among others, Law 6/2023 of 17 March of the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) as amended and restated and, to the extent applicable, Royal Decree 814/2023 of 8 November on financial instruments, admission to trading, registration of securities and market infrastructures (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*) as amended and restated.

Sweden

The Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Program will be required to represent and agree, that no offer will be made to the public in Sweden unless it is in compliance with the Prospectus Regulation and the Swedish Act (2019:414) with supplementary provisions to the Prospectus Regulation as amended and/or replaced.

Switzerland

The Securities must not be offered in Switzerland and each offeror of Securities represents and agrees that it has not made and will not make an offer of the Securities to the public in Switzerland, except that the Securities may be offered and an offeror may make an offer of the Securities to the public in Switzerland:

- (a) if the relevant Final Terms in respect of any Securities specifies the "*Prohibition of Offer to Private Clients in Switzerland*" to be "Not Applicable" and consent has been granted to its use for the purpose of such offer to the public in accordance with Article 36(4) FinSA and Article 45 Financial Services Ordinance ("**FinSO**");
- (b) in any circumstances falling within the exemptions listed in Article 36(1) of the Financial Services Act ("**FinSA**"); or
- (c) where such offer does not qualify as a public offer in Switzerland,

provided that no offer of Securities referred to in (2) and (3) above shall require the Issuer or any offeror to publish a prospectus pursuant to Article 35 FinSA. For the purposes of this provision, the expression "offer to the public" refers to the respective definitions in Article 3(g) and (h) FinSA and as further detailed in the FinSO and provided that a key information document under article 58 FinSA (Basisinformationsblatt für Finanzinstrumente) or article 59 para. 2 FinSA in respect of the Securities is published.

The Netherlands

For selling restrictions in respect of The Netherlands, see "*European Economic Area*" and "*Prohibition of Sales to EEA Retail Investors*" above and in addition:

Regulatory capacity to offer Securities in The Netherlands: The Distribution Agent, and each further Distribution Agent appointed under the Distribution Agreement, which did and does not have the requisite Dutch regulatory capacity to make offers or sales of financial instruments in The Netherlands has represented and agreed respectively will be required to represent and agree with the Issuers that it has not offered or sold and will not offer or sell any of the Securities of the relevant Issuer in The Netherlands, other than through one or more investment firms acting as principals and having the Dutch regulatory capacity to make such offers or sales.

NO OWNERSHIP BY U.S. PERSONS

The Securities may not be legally or beneficially owned by U.S. Persons at any time. The term "**U.S. Person**" will have the meaning ascribed to it in Regulation S under the Securities Act.

Each purchaser of Securities, by accepting delivery of this Base Prospectus or the Securities, will be deemed to have represented, agreed and acknowledged that:

- (a) it is, or at the time such Securities are purchased will be, the beneficial owner of such Securities and it is not, and is not acting for the account or benefit of, a U.S. Person and it is located outside the United States and was not solicited to purchase such Securities while present in the United States;
- (b) such Securities, any interest therein and any Guarantee in respect thereof, and the securities to be delivered on exercise or redemption of the Securities (if any), have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, are subject to U.S. tax law requirements and may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed at any time, directly or indirectly, except to a person that is not a U.S. Person (within the meaning of Regulation S) in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with all applicable securities laws of any state of the United States and any other applicable jurisdiction and it will provide notice of the foregoing transfer restriction to any subsequent transferee;
- (c) such Securities will bear a legend substantially to the following effect:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES; AND IS SUBJECT TO U.S. TAX LAW REQUIREMENTS. THIS SECURITY MAY NOT BE OFFERED, SOLD OR DELIVERED AT ANY TIME, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT)."

and
- (d) the Issuers, the Guarantor, the Registrar, the Distribution Agents and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

In addition, if the applicable Issue Terms specify "**Chinese Military-Industrial Complex Company (CMIC) Restriction**" to be applicable, each purchaser of Securities, by accepting delivery of this Base Prospectus and such Securities, will be deemed, in addition to the foregoing, to have represented, agreed and acknowledged that:

- (a) it is not a U.S. person (meaning a United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including any foreign branch thereof), or any person in the United States, in each case as defined in Executive Order 14032, as amended, and its implementing regulations contained in 31 C.F.R. Part 586 (collectively, the "**CMIC Program**")) (each such U.S. person, an "**Ineligible Holder**");
- (b) such Securities may not be offered, sold, pledged, assigned, delivered, transferred, exercised or redeemed, at any time, directly or indirectly, to or for the account or benefit of any Ineligible Holder;
- (c) such Securities will bear a legend substantially to the following effect:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES; AND IS SUBJECT TO U.S. TAX LAW REQUIREMENTS. THIS SECURITY MAY NOT BE OFFERED, SOLD OR DELIVERED AT ANY TIME, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT). IN ADDITION, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED, TRANSFERRED, EXERCISED OR REDEEMED, AT ANY

TIME, DIRECTLY OR INDIRECTLY, TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON (MEANING A UNITED STATES CITIZEN, LAWFUL PERMANENT RESIDENT, ENTITY ORGANISED UNDER THE LAWS OF THE UNITED STATES OR ANY JURISDICTION WITHIN THE UNITED STATES (INCLUDING ANY FOREIGN BRANCH THEREOF), OR ANY PERSON IN THE UNITED STATES, IN EACH CASE AS DEFINED IN EXECUTIVE ORDER 14032, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS CONTAINED IN 31 C.F.R. PART 586 (COLLECTIVELY, THE "**CMIC PROGRAM**").";

- (d) in the event that the Securities are sold, delivered or otherwise transferred to, or for the account or benefit of, any Ineligible Holder, the Dealer may be unable to make a secondary market in the Securities; and
- (e) the Issuers, the Guarantor, the Registrar, the Distribution Agents and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

FORM OF GUARANTEE

THIS GUARANTEE is made on 10 July 2026 by MORGAN STANLEY, a corporation incorporated under the laws of the State of Delaware (the "**Guarantor**" or "**Morgan Stanley**").

WHEREAS:

- (A) The Guarantor, Morgan Stanley & Co. International plc ("**MSI plc**"), Morgan Stanley B.V. ("**MSBV**") and Morgan Stanley Finance LLC ("**MSFL**") have established a Regulation S Program (the "**Program**") for the Issuance of Notes ("**Notes**") and Certificates ("**Certificates**"), Series A and Series B ("**Securities issued under the Program**"), and Warrants ("**Warrants**", together with the Securities issued under the Program, the "**Program Securities**"). Morgan Stanley Europe SE ("**MSESE**") acceded to the Program and became an issuer under the Program on 11 July 2025.
- (B) Securities issued under the Program may be issued: (i) under the issue and paying agency agreement dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**Issue and Paying Agency Agreement**") between (amongst others) MSBV, MSFL, MSI plc, MSESE, the Guarantor and The Bank of New York Mellon, London Branch; (ii) in the case of MSI plc and MSBV, as securities in dematerialised and uncertificated book-entry form with a Nordic central securities depository ("**Nordic Securities**") under the issuing and paying agent agreement dated 11 April 2016, between Skandinaviska Enskilda Banken AB (publ), MSI plc and MSBV (such agreement as amended on 12 March 2026 and 7 July 2026 and as may be further amended, supplemented and/or restated from time to time, the "**SEB Issuing and Paying Agent Agreement**") or under an issuing and paying agent agreement as may be entered into between Skandinaviska Enskilda Banken AB (publ) and MSESE and, in the case of either (i) or (ii), with the benefit of either a deed of covenant dated 10 July 2026 entered into by MSBV (as may be amended, supplemented and/or restated from time to time), a deed of covenant dated 10 July 2026 entered into by MSI plc (as may be amended, supplemented and/or restated from time to time), a deed of covenant dated 10 July 2026 entered into by Morgan Stanley (as may be amended, supplemented and/or restated from time to time), a deed of covenant dated 10 July 2026 entered into by MSFL (as may be amended, supplemented and/or restated from time to time) or a deed of covenant dated 10 July 2026 entered into by MSESE (as may be amended, supplemented and/or restated from time to time), as applicable; (iii) under the French law agency agreement to be entered into between the Issuers, the Guarantor and the entities named therein as the Principal Paying Agent, the Fiscal Agent and the Paris Paying Agent (as may be further amended, supplemented and/or restated from time to time, the "**French Agency Agreement**") or (iv) under the Euroclear agreement dated 10 July 2026 (as may be amended, supplemented and/or restated from time to time, the "**Euroclear Agreement**") between (amongst others) MSBV, MSI plc, MSESE, the Guarantor and Computershare Investor Services (Guernsey) Limited.
- (C) English law governed Securities issued under the Program as are issued by MSBV or MSFL (each an "**Issuer**") under the Issue and Paying Agency Agreement, the SEB Issuing and Paying Agent Agreement (in respect of MSBV only) or the Euroclear Agreement (in respect of MSBV only) (together the "**Relevant English Law Securities**") will have the benefit of this Guarantee (subject as provided below). French law governed Securities issued under the Program as are issued by MSBV or MSFL under the French Agency Agreement (the "**Relevant French Law Securities**" and, together with the Relevant English Law Securities, the "**Relevant Securities**") will have the benefit of this Guarantee (subject as provided below). For the avoidance of doubt, Program Securities which are not Relevant Securities will not have the benefit of this Guarantee.

THE GUARANTOR HEREBY guarantees fully, unconditionally and irrevocably the payment obligations under the terms of the Relevant Securities issued by MSBV and MSFL on or after the date hereof (the "**Guaranteed Securities**").

If the Guaranteed Securities are held by a common depository or common safekeeper for Euroclear Bank S.A./N.V. (the "**Euroclear Operator**"), Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"), Euroclear France or such other clearing system as specified in the applicable final terms ("**Final Terms**") or pricing supplement ("**Pricing Supplement**") (or, if applicable, any relevant drawdown prospectus ("**Drawdown Prospectus**")) with respect to any series of Guaranteed Securities, the Guarantor covenants to each person who is for the time being shown in the records of the relevant clearing system or registrar as the holder of a principal

Form of Guarantee

amount (in the case of Notes) or number (in the case of Certificates) of the Guaranteed Securities (the "**Accountholders**") that it shall make such payments under this Guarantee and acknowledges that the Accountholders may take proceedings to enforce this Guarantee directly against the Guarantor. The holders of the Guaranteed Securities from time to time and the Accountholders are referred to herein as the Holders. References to the Euroclear Operator, Clearstream, Luxembourg, Euroclear France or any other clearing system shall include their respective successors and assigns.

The Guarantor hereby agrees that it shall not be necessary, as a condition to enforce this Guarantee, that suit be first instituted against the applicable Issuer or that any rights or remedies against such Issuer be first exhausted. Rather, it is understood and agreed that the liability of the Guarantor hereunder shall be primary, direct, and in all respects, unconditional and absolute. In particular, the Guarantor hereby agrees that, in the event of a default in payment of the principal of, interest on, and all other amounts payable under any Guaranteed Security, whether at its stated maturity, by declaration of acceleration, call for redemption or otherwise, legal proceedings may be instituted by the Holder of such Guaranteed Security, subject to the terms and conditions set forth in this Guarantee, directly against the Guarantor to enforce this Guarantee without first proceeding against the Issuer. The obligations of the Guarantor under this Guarantee constitute direct, unconditional and unsecured obligations of the Guarantor and rank without preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights.

The Guarantor shall be fully liable as if it were the principal debtor under the Guaranteed Securities whether any time has been granted to the applicable Issuer, whether the obligations of the Issuer under the Guaranteed Securities have ceased to exist pursuant to bankruptcy, corporate reorganization or other similar event, whether the applicable Issuer has been dissolved or liquidated or consolidated or has changed or lost its corporate identity and whether or not any other circumstances have occurred which might otherwise constitute a legal or equitable discharge of or defence to a guarantor.

If any moneys shall become payable by the Guarantor under this Guarantee, the Guarantor shall not, for so long as the same remain unpaid in respect of any amount paid by it under this Guarantee, exercise any right of subrogation in relation to the applicable Issuer or any other right or remedy which may accrue to it in respect of or as a result of any such payment.

Notwithstanding anything to the contrary in this Guarantee, the Guarantor, and by its acceptance of Guaranteed Securities, each Holder, hereby confirms that it is the intention of all such parties that this Guarantee shall not constitute a fraudulent conveyance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of state law. To effectuate that intention, the Holders and the Guarantor hereby irrevocably agree that the obligations of the Guarantor under this Guarantee are limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of state law.

This Guarantee of the Guarantor provided in respect of Guaranteed Securities of an Issuer will terminate upon the merger of such Issuer with and into the Guarantor.

All payments pursuant to this Guarantee will be made without withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United States of America, or any political subdivision or any authority thereof having power to tax unless such withholding or deduction is required by law. The Guarantor shall not be required to make any additional payments on account of such withholding or deduction (except with respect to any additional payments required to be made by any Issuer under the Program). If the Guarantor becomes subject at any time to any taxing jurisdiction other than the United States of America, references in this Guarantee to the United States shall be construed as references to such other jurisdiction.

This Guarantee shall be governed and construed in accordance with New York law, without regard to the conflict of laws principles.

This Guarantee shall expire and will no longer be effective once all amounts payable on or in respect of the Guaranteed Securities have been paid in full.

This Guarantee is not insured by the Federal Deposit Insurance Corporation of the United States of America.

Dated as of 10 July 2026

Form of Guarantee

MORGAN STANLEY

By:

Name: [●]

Title: [●]

IMPORTANT LEGAL INFORMATION

1. *Offering through Distribution Agent*

Each Issuer is offering the Securities on a continuing basis through MSI plc (which may act in whole or in part through an affiliate thereof) (the "**Distribution Agent**"), which has agreed to use reasonable efforts to solicit, directly or through an affiliate, offers to purchase the Securities. Each Issuer may also sell Securities to the Distribution Agent as principal for its own account at a price to be agreed upon at the time of sale. The Distribution Agent may resell any Securities it purchases as principal at prevailing market prices, or at other prices, as it determines. Each Issuer or the Distribution Agent may reject any offer to purchase Securities, in whole or in part. See section entitled "*Subscription and Sale*" above.

2. *Credit Ratings*

Securities may or may not be rated. Any credit rating applied for in relation to an issue of Securities will be specified in the applicable Issue Terms. Whether or not such credit ratings applied for will be issued by a credit rating agency established in the European Union and registered under Regulation 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (the "**CRA Regulation**") will be disclosed in the Issue Terms. In general, European regulated issuers are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Economic Area ("**EEA**") and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency operating in the EEA before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused, or (2) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation, or (3) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. This Base Prospectus includes details of the long-term and short-term credit ratings assigned to Morgan Stanley by DBRS, Inc. ("**DBRS**"), Fitch Ratings, Inc. ("**Fitch**"), Moody's Investors Service, Inc. ("**Moody's**"), Rating and Investment Information, Inc. ("**R&I**") and Standard & Poor's Financial Services LLC through its business unit Standard & Poor's Global Ratings ("**S&P**"). The list of credit rating agencies registered under the CRA Regulation (as updated from time to time) is published on the website of the European Securities and Markets Authority (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>).

None of DBRS, Fitch, Moody's and S&P is established in the EEA or has applied for registration under the CRA Regulation. However, their respective affiliates are established in the EEA and registered under the CRA Regulation. Such affiliates endorse the ratings of DBRS, Fitch, Moody's and S&P for use for regulatory purposes in the EEA.

R&I is not incorporated in the EEA and is not registered under the CRA Regulation in the EU.

Notwithstanding the sub-section "Credit Ratings" in the "Information about Morgan Stanley" section of the Registration Document (as supplemented from time to time) incorporated by reference herein, the credit rating of Morgan Stanley's short-term and long-term debt is (i) R-1 (middle) and AA (low), with a stable outlook, by DBRS, (ii) F1 and A+, with a stable outlook, by Fitch, (iii) P-1 and A1, with a stable outlook, by Moody's, (iv) a-1 and A+, with a stable outlook, by R&I; and (v) A-2 and A- with a stable outlook, by S&P.

Notwithstanding the sub-section "Credit Ratings" in the "Information about Morgan Stanley & Co. International plc" section of the Registration Document (as supplemented from time to time) incorporated by reference herein, the credit rating of MSI plc's short-term and long-term debt is (i) P-1 and Aa3, with a stable outlook, by Moody's, (ii) F1+ and AA, with a stable outlook, by Fitch and (iii) A-1 and A+, with a stable outlook, by S&P.

MSBV has not been assigned a credit rating.

Notwithstanding the sub-section "Credit Ratings" in the "Information about Morgan Stanley Finance LLC" section of the Registration Document (as supplemented from time to time) incorporated by reference herein, the credit rating of MSFL's long-term debt is (i) A1, with a stable outlook, by Moody's and (ii) A-, with a stable outlook, by S&P.

Notwithstanding the sub-section "Credit Ratings" in the "Information about Morgan Stanley Europe SE" section of the Registration Document (as supplemented from time to time) incorporated by reference herein, the credit rating of MSESE's short-term and long-term debt is (i) P-1 and Aa3, with a stable outlook, by Moody's, (ii) F1+ and AA, with a stable outlook, by Fitch and (iii) A-1 and A+, with a stable outlook, by S&P.

3. *Different base prospectuses*

This document comprises five base prospectuses.

(i) *Morgan Stanley Base Prospectus*

The Morgan Stanley base prospectus (the "**Morgan Stanley Base Prospectus**") will comprise this Base Prospectus with the exception of information incorporated by reference herein from the Registration Document (as defined in "*Risk Factors*" above) entitled (i) Description of Morgan Stanley & Co. International plc at pages 58-63 of the Registration Document dated 14 November 2025, (ii) Description of Morgan Stanley B.V. at pages 64-67 of the Registration Document, (iii) Description of Morgan Stanley Finance LLC at pages 68-70 of the Registration Document and (iv) Description of Morgan Stanley Europe SE at pages 71-75 of the Registration Document.

(ii) *MSI plc Base Prospectus*

The MSI plc base prospectus (the "**MSI plc Base Prospectus**") will comprise this Base Prospectus with the exception of information incorporated by reference herein from the Registration Document (as defined in "*Risk Factors*" above) entitled (i) Description of Morgan Stanley at pages 36-57 of the Registration Document, (ii) Description of Morgan Stanley B.V. at pages 64-67 of the Registration Document, (iii) Description of Morgan Stanley Finance LLC at pages 68-70 of the Registration Document, (iv) Description of Morgan Stanley Europe SE at pages 71-75 of the Registration Document and (v) Subsidiaries of Morgan Stanley as of 2 October 2025 at page 76 of the Registration Document.

(iii) *MSBV Base Prospectus*

The MSBV base prospectus (the "**MSBV Base Prospectus**") will comprise this Base Prospectus with the exception of information incorporated by reference herein from the Registration Document (as defined in "*Risk Factors*" above) entitled (i) Description of Morgan Stanley at pages 36-57 of the Registration Document, (ii) Description of Morgan Stanley & Co. International plc at pages 58-63 of the Registration Document, (iii) Description of Morgan Stanley Finance LLC at pages 68-70 of the Registration Document, (iv) Description of Morgan Stanley Europe SE at pages 71-75 of the Registration Document and (v) Subsidiaries of Morgan Stanley as of 2 October 2025 at page 76 of the Registration Document.

(iv) *MSFL Base Prospectus*

The MSFL base prospectus (the "**MSFL Base Prospectus**") will comprise this Base Prospectus with the exception of information incorporated by reference herein from the Registration Document (as defined in "*Risk Factors*" above) entitled (i) Description of Morgan Stanley at pages 36-57 of the Registration Document, (ii) Description of Morgan Stanley & Co. International plc at pages 58-63 of the Registration Document, (iii) Description of Morgan Stanley B.V. at pages 64-67 of the Registration Document, (iv) Description of Morgan Stanley Europe SE at pages 71-75 of the Registration Document and (v) Subsidiaries of Morgan Stanley as at 2 October 2025 at page 76 of the Registration Document.

(v) *MSESE Base Prospectus*

The MSESE base prospectus (the "**MSESE Base Prospectus**") will comprise this Base Prospectus with the exception of information incorporated by reference herein from the Registration Document (as defined in "*Risk Factors*" above) entitled (i) Description of Morgan Stanley at pages 36-57 of the Registration Document, (ii) Description of Morgan Stanley & Co. International plc at pages 58-63 of the Registration Document, (iii) Description of Morgan

Stanley B.V. at pages 64-67 of the Registration Document, (iv) Description of Morgan Stanley Finance LLC at pages 68-70 of the Registration Document and (v) Subsidiaries of Morgan Stanley as at 2 October 2025 at page 76 of the Registration Document.

4. *Responsibility Statements*

Morgan Stanley accepts responsibility for information contained in the Morgan Stanley Base Prospectus and the information relating to itself, to its guarantee of the obligations of MSBV contained in the MSBV Base Prospectus and to its guarantee of the obligations of MSFL contained in the MSFL Base Prospectus. MSI plc accepts responsibility for information contained in the MSI plc Base Prospectus. MSBV accepts responsibility for information contained in the MSBV Base Prospectus. MSFL accepts responsibility for information contained in the MSFL Base Prospectus. MSESE accepts responsibility for information contained in the MSESE Base Prospectus. To the best of the knowledge and belief of each of Morgan Stanley, MSI plc, MSBV, MSFL and MSESE, the information for which it accepts responsibility as aforesaid is in accordance with the facts and does not omit anything likely to affect the import of such information.

In respect of a Non-exempt Offer, the above paragraph is subject to the conditions and disclaimer of responsibility in certain circumstances as provided in "*Consent to the use of the Base Prospectus in Connection with Non-exempt Offers*" above.

5. *Supplement*

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Securities which is the subject of Issue Terms, must be read and construed together with the relevant Issue Terms. In the case of a Tranche of Securities which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Issue Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

6. *No information or representatives outside offer*

No person has been authorised by any of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE to give any information or to make any representation not contained or incorporated by reference in this Base Prospectus, and, if given or made, that information or representation should not be relied upon as having been authorised by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE. Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Securities will, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial situation of any of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE since the date hereof or, as the case may be, the date upon which this Base Prospectus has been most recently supplemented or the balance sheet date of the most recent financial statements which have been incorporated into this Base Prospectus by way of a supplement to this Base Prospectus, or that any other information supplied from time to time is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Investors should review, *inter alia*, the most recent financial statements of Morgan Stanley, MSI plc, MSBV, MSFL and/or MSESE (as applicable) when evaluating any Securities or an investment therein (such financial statements shall not form a part of this Base Prospectus unless they have been expressly incorporated herein, including by way of a supplement to this Base Prospectus).

The Issuers do not intend to provide post-issuance information in respect of the Securities except if required by any applicable laws or regulations.

7. *No or limited secondary market*

Potential investors should be willing to hold the Securities until maturity. The nature and extent of any secondary market in the Securities cannot be predicted and there may be little or no secondary market in the Securities. If MSI plc or other affiliate does make a market for the Securities, it may cease to do so at any time.

8. *Offering and distribution restrictions and disclaimers*

Subject to the restrictions set out in this Base Prospectus, the categories of potential investors to which the Securities are offered are retail and institutional investors.

The distribution of this Base Prospectus and the offering, sale and delivery of Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by Morgan Stanley, MSI plc, MSBV, MSFL and MSESE to inform themselves about and to observe those restrictions.

Neither this Base Prospectus nor any Issue Terms or Drawdown Prospectus constitutes an offer of or an invitation to subscribe for or purchase any Securities and should not be considered as a recommendation by any of Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or the Distribution Agent that any recipient of this Base Prospectus or any Issue Terms or Drawdown Prospectus should subscribe for or purchase any Securities. Each recipient of this Base Prospectus or any Issue Terms or Drawdown Prospectus will be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE (as applicable) and of the particular terms of any offered Securities.

Neither this Base Prospectus nor any Issue Terms or Drawdown Prospectus may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which that offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation. For a description of certain restrictions on offer, sales and deliveries of Securities and on the distribution of this Base Prospectus or any Issue Terms and other offering material relating to the Securities, see "*Subscription and Sale*" below.

9. *Issuances under the 9 October 2018 English Law Note Conditions*

In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 9 October 2018 English Law Note Conditions apply, such Notes will be documented using the relevant October 2018 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the October 2018 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 9 October 2018 (the "**Original Base Prospectus**") which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 9 October 2018. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

10. *Issuances under the 25 January 2019 English Law Note Conditions*

In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 25 January 2019 English Law Note Conditions apply, such Notes will be documented using the relevant January 2019 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the January 2019 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 9 October 2018 (the "**Original Base Prospectus**") and the supplement to it dated 25 January 2019 which are incorporated by reference in the Base Prospectus*

*dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base and the supplement to it dated 25 January 2019. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

11. **Issuances under the 21 March 2019 English Law Note Conditions**

In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 21 March 2019 English Law Note Conditions apply, such Notes will be documented using the relevant January 2019 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the January 2019 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 9 October 2018 (the "**Original Base Prospectus**") and the supplements to it dated 25 January 2019 and 21 March 2019 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and the supplements to it dated 25 January 2019 and 21 March 2019. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

12. **Issuances under the 16 July 2019 English Law Note Conditions**

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 16 July 2019 English Law Note Conditions apply, such Notes will be documented using the relevant July 2019 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2019 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 16 July 2019 (the "**Original Base Prospectus**") which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the*

Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

- (b) In the case of issue of Notes in respect of which the relevant Pricing Supplement provides that the 16 July 2019 English Law Note Conditions apply, such Notes will be documented using the relevant July 2019 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2019 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 16 July 2019 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

13. **Issuances under the 17 October 2019 English Law Note Conditions**

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 17 October 2019 English Law Note Conditions apply, such Notes will be documented using the relevant October 2019 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the October 2019 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 16 July 2019 and the supplement to it dated 17 October 2019 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 16 July 2019 and the supplement to it dated 17 October 2019. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Notes in respect of which the relevant Pricing Supplement provides that the 17 October 2019 English Law Note Conditions apply, such Notes will be documented using the relevant July 2019 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2019 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2019 and the supplement dated 17 October 2019 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement*

and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

14. Issuances under the 23 March 2020 English Law Note Conditions

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 23 March 2020 English Law Note Conditions apply, such Notes will be documented using the relevant March 2020 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the March 2020 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 16 July 2019 and the supplements to it dated 17 October 2019 and 23 March 2020 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●][. [●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 16 July 2019 and the supplements to it dated 17 October 2019 and 23 March 2020. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Notes in respect of which the relevant Pricing Supplement provides that the 23 March 2020 English Law Note Conditions apply, such Notes will be documented using the relevant July 2019 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2019 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 16 July 2019 and the supplements dated 17 October 2019 and 23 March 2020 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●][. [●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

15. Issuances under the 1 April 2020 English Law Note Conditions

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 1 April 2020 English Law Note Conditions apply, such Notes will be documented using the relevant April 2020

Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the April 2020 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the base prospectus dated 16 July 2019 and the supplements to it dated 17 October 2019, 23 March 2020 and 1 April 2020 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 16 July 2019 and the supplements to it dated 17 October 2019, 23 March 2020 and 1 April 2020. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Notes in respect of which the relevant Pricing Supplement provides that the 1 April 2020 English Law Note Conditions apply, such Notes will be documented using the relevant July 2019 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2019 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2019 and the supplements dated 17 October 2019, 23 March 2020 and 1 April 2020 (the "**Original Base Prospectus**"). This document must be read in conjunction with base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

16. Issuances under the 16 July 2020 English Law Note Conditions

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 16 July 2020 English Law Note Conditions apply, such Notes will be documented using the relevant July 2020 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2020 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2020 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 16 July 2020. Full*

information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] ¹⁵¹ Copies of the Base Prospectus, any Supplement and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, E14 4QA, London, and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

- (b) In the case of any issue of Notes in respect of which the relevant Pricing Supplement provides that the 16 July 2020 English Law Note Conditions apply, such Notes will be documented using the relevant July 2020 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2020 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2020 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

17. **Issuances under the 17 November 2020 English Law Note Conditions**

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 17 November 2020 English Law Note Conditions apply, such Notes will be documented using the relevant November 2020 Form of Final Terms or the relevant March 2021 Form of Final Terms (each incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the November 2020 Form of Final Terms or the March 2021 Form of Final Terms, as applicable, shall be deleted in its entirety and replaced with the following:

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2020 and the supplement to it dated 17 November 2020 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 16 July 2020 and the supplement to it dated 17 November 2020. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.] ¹⁵² Copies of the Base Prospectus, any Supplement and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, E14 4QA, London, and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

- (b) In the case of any issue of Notes in respect of which the relevant Pricing Supplement provides that the 17 November 2020 English Law Note Conditions apply, such Notes will be documented using the relevant July 2020 Form of Pricing Supplement or the relevant March 2021 Form of Pricing Supplement (each incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph

¹⁵¹ Insert if Securities are Notes with denominations lower than EUR 100,000.

¹⁵² Insert if Securities are Notes with denominations lower than EUR 100,000.

under the section entitled "Contractual Terms" of the July 2020 Form of Pricing Supplement or the March 2021 Form of Pricing Supplement, as applicable, shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2020 and the supplement dated 17 November 2020 (the **"Original Base Prospectus"**). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the **"Base Prospectus"**) and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the **"Supplement(s)"**). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

18. Issuances under the 16 July 2021 English Law Note Conditions

- (a) In the case of any issue of Notes in respect of which the relevant Final Terms provide that the 16 July 2021 English Law Note Conditions apply, such Notes will be documented using the relevant July 2021 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2021 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2021 which are incorporate by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the **"Supplement(s)"**) which together constitute a base prospectus for the purposes of the Prospectus Regulation (the **"Base Prospectus"**), save in respect of the Terms and Conditions of the Notes which are extracted from the Base Prospectus dated 16 July 2021. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.]¹⁵³ Copies of the Base Prospectus, any Supplement and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Notes in respect of which the relevant Pricing Supplement provides that the 16 July 2021 English Law Note Conditions apply, such Notes will be documented using the relevant July 2021 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the July 2021 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 16 July 2021 (the **"Original Base Prospectus"**). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the **"Base Prospectus"**) and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the **"Supplement(s)"**). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Notes which are extracted from the Original Base Prospectus*

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Insert if Securities are Notes with denominations lower than EUR 100,000.

and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

19. Issuances under the 15 July 2022 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 15 July 2022 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2022 Form of Final Terms or the relevant October 2022 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2022 Form of Final Terms or the October 2022 Form of Final Terms, as applicable, shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 15 July 2022 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 15 July 2022. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.¹⁵⁴] Copies of the Base Prospectus, any Supplements and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

20. Issuances under the 9 December 2022 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 9 December 2022 English Law Securities Conditions apply, such Securities will be documented using the relevant October 2022 Form of Final Terms or the relevant January 2023 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the October 2022 Form of Final Terms or the January 2023 Form of Final Terms, as applicable, shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 15 July 2022 and the supplement to it dated 9 December 2022 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 15 July 2022 and the supplement to it dated 9 December 2022. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Securities is annexed to these Final Terms.]¹⁵⁵ Copies of the Base Prospectus, any Supplement and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

¹⁵⁴ Insert if Securities are Notes with denominations lower than EUR 100,000.

¹⁵⁵ Insert if Securities are Notes with denominations lower than EUR 100,000.

21. Issuances under the 16 May 2023 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 16 May 2023 English Law Securities Conditions apply, such Securities will be documented using the relevant January 2023 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the January 2023 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 15 July 2022 and the supplements to it dated 9 December 2022 and 16 May 2023 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 15 July 2022 and the supplements to it dated 9 December 2022 and 16 May 2023. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Securities is annexed to these Final Terms.]¹⁵⁶ Copies of the Base Prospectus, any Supplement and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

22. Issuances under the 14 July 2023 English Law Securities Conditions

- (a) In the case of any issue of Securities in respect of which the relevant Final Terms provide that 14 July 2023 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2023 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2023 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 14 July 2023 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 14 July 2023. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Securities is annexed to these Final Terms.]¹⁵⁷ Copies of the Base Prospectus[, any Supplements] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Securities in respect of which the relevant Pricing Supplement provides that the 14 July 2023 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2023 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2023 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

¹⁵⁶ Insert if Securities are Notes with denominations lower than EUR 100,000.
¹⁵⁷ Insert if Securities are Notes with denominations lower than EUR 100,000.

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 14 July 2023 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus save in respect of the Terms and Conditions of the Securities which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

23. **Issuances under the 27 October 2023 English Law Securities Conditions**

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 27 October 2023 English Law Securities Conditions apply, such Securities will be documented using the relevant October 2023 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the October 2023 Form of Final Terms shall be deleted in its entirety and replaced with the following:

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 14 July 2023 and the supplement to it dated 27 October 2023 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 14 July 2023 and the supplement to it dated 27 October 2023. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Securities is annexed to these Final Terms.]¹⁵⁸ Copies of the Base Prospectus[, any Supplements] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

24. **Issuances under the 14 June 2024 English Law Securities Conditions**

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 14 June 2024 English Law Securities Conditions apply, such Securities will be documented using the relevant June 2024 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the June 2024 Form of Final Terms shall be deleted in its entirety and replaced with the following:

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 14 July 2023 and the supplements to it dated 27 October 2023 and 14 June 2024 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 14 July 2023 and the supplements to it

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Insert if Securities are Notes with denominations lower than EUR 100,000.

dated 27 October 2023 and 14 June 2024. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Securities is annexed to these Final Terms.]¹⁵⁹ Copies of the Base Prospectus[, any Supplements] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

25. Issuances under the 12 July 2024 English Law Securities Conditions

- (a) In the case of any issue of Securities in respect of which the relevant Final Terms provide that 12 July 2024 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2024 Form of Final Terms or the relevant April 2025 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2024 Form of Final Terms or the April 2025 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 12 July 2024 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 12 July 2024. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶⁰ Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Securities in respect of which the relevant Pricing Supplement provides that the 12 July 2024 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2024 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2024 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the base prospectus dated 12 July 2024 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

26. Issuances under the 11 July 2025 English Law Securities Conditions

- (a) In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 11 July 2025 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2025 Form of Final Terms or the relevant April 2025 Form of Final Terms (incorporated

¹⁵⁹ Insert if Securities are Notes with denominations lower than EUR 100,000.

¹⁶⁰ Insert if Securities are Notes with denominations lower than EUR 100,000.

by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2025 Form of Final Terms or the April 2025 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 11 July 2025 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 11 July 2025. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶¹ Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

- (b) In the case of any issue of Securities in respect of which the relevant Pricing Supplement provides that the 11 July 2025 English Law Securities Conditions apply, such Securities will be documented using the relevant July 2025 Form of Pricing Supplement (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the July 2025 Form of Pricing Supplement shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the base prospectus dated 11 July 2025 (the "**Original Base Prospectus**"). This document must be read in conjunction with the base prospectus dated 10 July 2026 (the "**Base Prospectus**") and the supplement(s) [dated [●],[●] ... [●]] [if any] to the Base Prospectus published and approved on or before the date of this Pricing Supplement and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**"). Full information on the Issuer, the Guarantor and the offer of the Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus, save in respect of the Terms and Conditions of the Securities which are extracted from the Original Base Prospectus and which are incorporated by reference into the Base Prospectus. Copies of the Base Prospectus, any supplement(s) thereto, this Pricing Supplement and the Original Base Prospectus are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

27. Issuances under the 11 September 2025 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 11 September 2025 English Law Securities Conditions apply, such Securities will be documented using the relevant September 2025 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the September 2025 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 11 July 2025 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 11*

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Insert if Securities are Notes with denominations lower than EUR 100,000.

July 2025. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶² Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

28. Issuances under the 23 January 2026 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 23 January 2026 English Law Securities Conditions apply, such Securities will be documented using the relevant 23 January 2026 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the 23 January 2026 Form of Final Terms shall be deleted in its entirety and replaced with the following:

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 11 July 2025 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 11 July 2025. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶³ Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

29. Issuances under the 28 January 2026 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 28 January 2026 English Law Securities Conditions apply, such Securities will be documented using the relevant 28 January 2026 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the 28 January 2026 Form of Final Terms shall be deleted in its entirety and replaced with the following:

"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 11 July 2025 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 11 July 2025. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶⁴ Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."

¹⁶² Insert if Securities are Notes with denominations lower than EUR 100,000.

¹⁶³ Insert if Securities are Notes with denominations lower than EUR 100,000.

¹⁶⁴ Insert if Securities are Notes with denominations lower than EUR 100,000.

30. Issuances under the 13 March 2026 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 13 March 2026 English Law Securities Conditions apply, such Securities will be documented using the relevant March 2026 Form of Final Terms (incorporated by reference into this Base Prospectus), save that the first paragraph under the section entitled "Contractual Terms" of the March 2026 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 11 July 2025 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 11 July 2025. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶⁵ Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

31. Issuances under the 15 May 2026 English Law Securities Conditions

In the case of any issue of Securities in respect of which the relevant Final Terms provide that the 15 May 2026 English Law Securities Conditions apply, such Securities will be documented using the relevant 15 May 2026 Form of Final Terms (incorporated by reference into this Base Prospectus), as applicable, save that the first paragraph under the section entitled "Contractual Terms" of the 15 May 2026 Form of Final Terms shall be deleted in its entirety and replaced with the following:

*"Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Securities set forth in the Base Prospectus dated 11 July 2025 which are incorporated by reference in the Base Prospectus dated 10 July 2026 [as supplemented [on [●],[●] ... [●]]]. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 10 July 2026 and the supplement(s) if any to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Terms and Conditions of the Securities which are extracted from the Base Prospectus dated 11 July 2025. Full information on the Issuer[, the Guarantor] and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the Issue is annexed to these Final Terms.]¹⁶⁶ Copies of the Base Prospectus[, any Supplement(s)] and these Final Terms are available from the offices of Morgan Stanley & Co. International plc at 25 Cabot Square, Canary Wharf, London, E14 4QA and on the Issuers' website at <http://sp.morganstanley.com/EU/Documents>."*

¹⁶⁵ Insert if Securities are Notes with denominations lower than EUR 100,000.

¹⁶⁶ Insert if Securities are Notes with denominations lower than EUR 100,000.

GENERAL INFORMATION

The Securities have been accepted for clearance and settlement through Euroclear France, Euroclear and Clearstream, Luxembourg. The appropriate code for each issue allocated by Euroclear France, Euroclear and Clearstream, Luxembourg will be contained in the applicable Issue Terms. Transactions will normally be effected for settlement not earlier than two business days after the date of the transaction.

The price and amount of Securities to be issued under the Program will be determined by the Issuer and any Distribution Agent at the time of the issue in accordance with prevailing market conditions.

In respect of any Fixed Rate Securities, the yield is calculated at the Issue Date on the basis of the Issue Price for such Securities and will be specified in the relevant Issue Terms. It is not an indication of future yield.

This Base Prospectus and any supplement thereto will be published on the websites of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) MSI plc, MSBV, MSFL and MSESE (<http://sp.morganstanley.com/EU/Documents>).

For so long as this Base Prospectus remains in effect or any Securities issued by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE remain outstanding, the following documents will be available from the date hereof in physical or electronic form for at least 10 years, during usual business hours on any weekday, for inspection at The Bank of New York Mellon, London Branch, One Canada Square, London E14 5AL (other than the French Agency Agreement) and also at the principal executive offices of Morgan Stanley and MSFL and the registered offices of MSI plc, MSBV and MSESE and on the free to access website: <https://sp.morganstanley.com/EU/documents> (subject as mentioned below):

- (a) copies of the Distribution Agreement, the Issue and Paying Agency Agreement, the Euroclear Agreement, the French Agency Agreement, the accession agreement dated as of 16 April 2004 relating to MSBV, the accession agreement dated as of 15 June 2010 relating to MSI plc, the Deeds of Covenant, the Guarantee, the last two years' of MSI plc's, MSBV's, MSFL's and MSESE's published financial statements and the last two years' of Morgan Stanley's Annual, Quarterly and Current Reports;
- (b) copies of the SEB Issuing and Paying Agent Agreement (these shall only be available at the principal executive offices of Morgan Stanley and MSFL and the registered offices of MSI plc, MSBV and MSESE);
- (c) the Certificate of Incorporation and Amended and Restated By-laws of Morgan Stanley (these shall not be available at the registered office of MSI plc);
- (d) the Certificate of Incorporation and the Articles of Association of MSI plc (these shall not be available at the registered office of Morgan Stanley, MSBV or MSFL);
- (e) the Deed of Incorporation of MSBV (this shall not be available at the registered office of MSI plc or MSFL or MSESE);
- (f) the Limited Liability Company Agreement of MSFL dated 27 March 2002 (as amended and restated from time to time) (this shall not be available at the registered office of Morgan Stanley, MSBV, MSI plc or MSESE);
- (g) the Articles of Association of MSESE (these shall not be available at the principal executive office of Morgan Stanley, or the registered office of MSBV or MSI plc);
- (h) all reports, letters and other documents, historical financial information, valuations and statements by any expert any part of which is included or referred to herein;
- (i) Morgan Stanley's Annual Report on Form 10-K for the year ended 31 December 2025, Morgan Stanley's Current Reports on Form 8-K dated 15 April 2026, Morgan Stanley's Quarterly Report on Form 10-Q for the quarterly period ended 31 March 2026 and Morgan Stanley's Proxy Statement dated 2 April 2026;

- (j) Report and Financial Statements of MSI plc for the financial year ended 31 December 2024 and 31 December 2025 and MSI plc's half-yearly financial report for the six months ended 30 June 2025 (these shall not be available at the registered office of Morgan Stanley, MSBV, MSFL or MSESE);
- (k) Report and Financial Statements of MSBV for the financial year ended 31 December 2024 and 31 December 2025 and MSBV's interim financial report for the six months ended 30 June 2025 (these shall not be available at the registered office of MSI plc, MSFL or MSESE);
- (l) Report and Financial Statements of MSFL for the financial years ended 31 December 2024 and 31 December 2025 and MSFL's interim financial report for the six months ended 30 June 2025 (these shall not be available at the registered office of MSI plc, MSBV or MSESE);
- (m) Report and Financial Statements of MSESE for the financial year ended 31 December 2024 and 31 December 2025 and MSESE's interim financial report for the six months ended 30 June 2025 (these shall not be available at the registered office of MSI plc, MSFL or MSBV);
- (n) a copy of this Base Prospectus and any document incorporated by reference herein which shall be available free of charge;
- (o) any supplement to this Base Prospectus which shall be available free of charge;
- (p) any Issue Terms (save that any Issue Terms relating to a Note which is not listed will only be available for inspection by a holder of such Note and such holder must provide evidence satisfactory to the Issuer as to the identity of such holder) which shall be available free of charge; and
- (q) the Morgan Stanley Sustainable Issuance Framework and the Second Party Opinion referred in the section "*Use of Proceeds*" of this Base Prospectus are available on Morgan Stanley's website (<https://www.morganstanley.com/about-us/sustainability-reports-research>).

Any statement contained in this Base Prospectus or in a document incorporated or deemed to be incorporated by reference in this Base Prospectus will be deemed to be modified or superseded for purposes of this Base Prospectus, to the extent that a statement contained in this Base Prospectus or in any subsequently filed document that also is or is deemed to be incorporated by reference in this Base Prospectus and in respect of which a supplement to this Base Prospectus has been prepared modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Investors should consult Morgan Stanley, MSI plc, MSBV, MSFL or MSESE should they require a copy of the 2021 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) which are referred to in the Conditions of the Securities.

The Morgan Stanley Sustainable Issuance Framework and the Second Party Opinion referred in the section "*Use of Proceeds*" of this Base Prospectus are available on Morgan Stanley's website (<https://www.morganstanley.com/about-us/sustainability-reports-research>).

Morgan Stanley

The Program was authorised by Morgan Stanley pursuant to resolutions adopted at a meeting of the Board of Directors of Morgan Stanley held on 25 September 1998, as amended and updated pursuant to resolutions adopted at a meeting of the Board of Directors of Morgan Stanley held on 17 June 2003, 14 December 2004, 20 September 2005, 12 December 2006, 19 June 2007, 17 September 2007, 16 June 2008, 18 October 2023 and 2 May 2025.

The consolidated financial statements of Morgan Stanley and subsidiaries as of 31 December 2024 and 31 December 2025 have been audited by Deloitte & Touche LLP of 30 Rockefeller Plaza, New York, NY 10112-015, United States of America, an independent registered public accounting firm registered with the Public Company Accounting Oversight Board (United States of America).

MSI plc

The role of MSI plc as issuer under the Program was authorised by resolutions of the Board of Directors of MSI plc on 14 June 2010, 10 June 2011 and 23 May 2012.

Deloitte LLP, Chartered Accountants and Registered Auditors (members of the Institute of Chartered Accountants of England and Wales) of 1 New Street Square, London EC4A 3HQ have audited the financial statements of MSI plc for the years ended 2024 and 2025 and unqualified audit reports have been issued thereon.

MSBV

Forvis Mazars Accountants N.V. whose registered address is at Watermanweg 80, 3067 GG Rotterdam, the Netherlands, a member of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*) have audited the financial statements of MSBV for the years ending 31 December 2024 and 31 December 2025, and an unqualified opinion has been reported thereon.

This document does not contain any other information that has been audited by Forvis Mazars Accountants N.V.

The financial information in respect of MSBV has been prepared in accordance with International Financial Reporting Standards as adopted by the European Union for the years ended 31 December 2024 and 31 December 2025.

The role of MSBV as issuer under the Program was authorised by resolutions of the management board of MSBV passed on 16 April 2004, 20 June 2007, 17 June 2008, 16 June 2009, 14 June 2010, 9 June 2011, 23 May 2012, 17 July 2013, 31 October 2013, 12 December 2014, 5 August 2016, 9 October 2017, 3 October 2018, 11 July 2019, 13 July 2020, 12 July 2021, 11 July 2022, 12 July 2023, 11 July 2024, 8 July 2025 and 7 July 2026.

MSFL

The financial statements of MSFL as of and for the years ended December 31, 2025, and 2024, incorporated by reference herein, have been audited by Deloitte & Touche LLP independent auditor, as stated in their report incorporated by reference herein. The financial information in respect of MSFL has been prepared in accordance with U.S. Generally Accepted Accounting Principles.

The role of MSFL as issuer under the Program was authorised by resolutions of the Board of Managers of MSFL passed on 5 February 2016.

MSFL publishes audited annual financial statements and will publish unaudited half-yearly financial statements.

MSESE

Deloitte GmbH Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, located at Europa-Allee 91, 60486 Frankfurt am Main, Germany have audited the financial statements of MSESE for the years ended 2024 and 2025 and unqualified audit reports have been issued thereon.

The role of MSESE as issuer under the Program was authorised by resolutions of the Board of Directors of MSESE passed on 17 June 2025.

MSESE prepares and publishes annual audited financial statements and unaudited half-yearly financial statements.

No material adverse change in prospects and no significant change in the financial performance and financial position

Morgan Stanley

There has been no material adverse change in the prospects of Morgan Stanley since 31 December 2025, the date of the latest published annual audited financial statements of Morgan Stanley.

There has been no significant change in the financial performance and financial position of Morgan Stanley since 31 March 2026, the date of the latest published interim (unaudited) financial statements of Morgan Stanley.

MSI plc

There has been no material adverse change in the prospects of MSI plc since 31 December 2025, the date of the last published annual audited accounts of MSI plc.

There has been no significant change in the financial performance and financial position of MSI plc since 31 December 2025, the date of the last published annual audited accounts of MSI plc.

MSBV

There has been no material adverse change in the prospects of MSBV since 31 December 2025, the date of the last published annual audited financial statements of MSBV.

There has been no significant change in the financial performance and financial position of MSBV since 31 December 2025, the date of the latest published annual audited accounts of MSBV.

MSFL

There has been no material adverse change in the prospects of MSFL since 31 December 2025, the date of the last published annual audited financial statements of MSFL.

There has been no significant change in the financial performance and financial position of MSFL since 31 December 2025, the date of the latest published annual audited financial statements of MSFL.

MSESE

There has been no material adverse change in the prospects of MSESE since 31 December 2025, the date of the latest published annual audited accounts of MSESE.

There has been no significant change in the financial performance and financial position of MSESE since 31 December 2025, the date of the latest published annual audited financial statements of MSESE.

Legal and arbitration proceedings

Save as disclosed in:

- (a) the paragraphs under the heading "*Contingencies*" under the heading "*14. Commitments, Guarantees and Contingencies*" in "*Notes to Consolidated Financial Statements*" at pages 125 to 128 and the section titled "*Legal Proceedings*" at page 154 of Morgan Stanley's Annual Report on Form 10-K for the year ended 31 December 2025;
- (b) (i) the section entitled "*Legal Proceedings and Contingencies*" under the heading "*Description of Morgan Stanley*" at pages 53 to 54 of the Registration Document (as supplemented from time to time); (ii) the section entitled "*Legal Proceedings and Contingencies*" under the heading "*Description of Morgan Stanley & Co. International plc*" at pages 61 to 62 of the Registration Document (as supplemented from time to time); (iii) the section entitled "*Legal Proceedings*" under the heading "*Description of Morgan Stanley B.V.*" at page 66 of the Registration Document (as supplemented from time to time); (iv) the section entitled "*Legal Proceedings*" under the heading "*Description of Morgan Stanley Finance LLC*" at page 69 of the Registration Document (as supplemented from time to time); and (v) the section entitled "*Legal Proceedings*" under the heading "*Description of Morgan Stanley Europe SE*" at page 74 of the Registration Document (as supplemented from time to time);
- (c) the sub-section titled "*18.1 Litigation Matters*" and the section titled "*18.2 Tax Matters*" under the heading "*18. Provisions and Contingent Liabilities*" in "*Notes to the Financial Statements*" at pages 92 to 95 of MSI plc's report and financial statements for the year ended 31 December 2025;
- (d) the paragraphs under the heading "*Contingent Liabilities Arising from Litigation Matters*" under the heading "*12. Provisions*" at pages 13 to 14 of MSESE's financial statements and management report for the year ended 31 December 2025;
- (e) the section titled "*Legal*" under the heading "*8. Contingencies*" at page 22 of MSFL's annual financial report for the year ending 31 December 2025; and
- (f) the paragraphs under the heading "*Contingencies*" under the heading "*Commitments, Guarantees and Contingencies*" in "*Notes to Consolidated Financial Statements (Unaudited)*" at pages 64 to 66 and the section titled "*Legal Proceedings*" at page 77 of Morgan Stanley's Quarterly Report on Form 10-Q for the quarterly period ended 31 March 2026,

other than those disclosed in the audited financial statements or the interim (unaudited) financial statements, there are no, nor have there been, any governmental, legal or arbitration proceedings involving Morgan Stanley, MSI plc, MSBV, MSFL or MSESE (including any such proceedings which are pending or threatened of which Morgan Stanley, MSI plc, MSBV, MSFL or MSESE is aware) during the 12-month period before the date of this Base Prospectus which may have, or have had in the recent past, a significant effect on the financial position or profitability of Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or the Morgan Stanley Group.

Clearing Systems

The address of Clearstream Luxembourg is 42, avenue J F Kennedy, L-1855, Luxembourg.

The address of Euroclear is 1, Boulevard du Roi Albert II, B – 1210 Brussels, Belgium.

The address of Euroclear Sweden is Klarabergsviadukten 63, 111 64 Stockholm, Sweden.

The address of Euroclear France is 10-12 place de la Bourse, 75002 Paris, France.

The address of Euronext Securities Oslo is Tollbugata 2, 0152 Oslo, Norway.

Third Party Information

Information contained in this Base Prospectus which is sourced from a third party has been accurately reproduced and, as far as the relevant Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Non-exempt Offers

In respect of each of the following series of Securities to be issued under the Program, the Offer Period commenced prior to the date of this Base Prospectus and the Offer Period will end during the validity period of this Base Prospectus. The Offer Periods in respect of each of the following series of Securities to be issued under the Program are covered by the base prospectus dated 11 July 2025:

- (i) Series of Securities offered in Member States:

Series Number	ISIN	Date of Issue Terms	Where relevant Issue Terms have been published	Issue Date
EU2103	SE0022758660	5 May 2026 and as amended as of 15 May 2026	https://sp.morganstanley.com/EU/Documents	16 July 2026
EU2104	SE0022758678	5 May 2026 and as amended as of 15 May 2026, as further amended as of 26 June 2026 and as further amended as of 8 July 2026	https://sp.morganstanley.com/EU/Documents	16 July 2026
EU2106	SE0022758652	5 May 2026 and as amended as of 15 May 2026	https://sp.morganstanley.com/EU/Documents	16 July 2026

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EU2109	SE0022758686	6 May 2026 and as amended as of 26 June 2026	https://sp.morganstanley.com/EU/Documents	16 July 2026
EU2111	XS3354779368	19 May 2026	https://sp.morganstanley.com/EU/Documents	31 July 2026
EU2112	SE0022758694	1 June 2026	https://sp.morganstanley.com/EU/Documents	31 July 2026
EU2113	XS3372919020	1 June 2026	https://sp.morganstanley.com/EU/Documents	17 July 2026
EU2114	XS3372963358	1 June 2026	https://sp.morganstanley.com/EU/Documents	16 July 2026
EU2115	XS3372954795	1 June 2026	https://sp.morganstanley.com/EU/Documents	16 July 2026
EU2117	XS3373404741	1 July 2026	https://sp.morganstanley.com/EU/Documents	7 August 2026
EU2118	XS3398504707	25 June 2026	https://sp.morganstanley.com/EU/Documents	3 September 2026
EU2119	XS3398513872	9 July 2026	https://sp.morganstanley.com/EU/Documents	18 August 2026
EU2120	XS3398585276	1 July 2026	https://sp.morganstanley.com/EU/Documents	10 August 2026
EU2121	SE0022758710	6 July 2026	https://sp.morganstanley.com/EU/Documents	2 October 2026
EU2122	SE0022758728	6 July 2026	https://sp.morganstanley.com/EU/Documents	2 October 2026
EU2123	SE0022758736	6 July 2026	https://sp.morganstanley.com/EU/Documents	2 October 2026

(ii) Series of Securities offered in Switzerland: none.

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